

CUSTOMER CONTRACT REQUIREMENTS
Harpoon Blk II Sales Exchange Agreement (SEA)
CUSTOMER CONTRACT AIR-2.4.4.3-004

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.227-11 Patent Rights -- Ownership by the Contractor (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

52.245-1 Government Property (AUG 2010). This clause applies only if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer. Paragraph (h)(1) is deleted and replaced by the following: "Seller assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to Seller as Government-furnished property. However, Seller is not responsible for reasonable wear and tear to Government Property or for Government property properly consumed in performing this contract." If the contract incorporates Boeing General Provision GP4, the Government-Owned Property article in GP4 is hereby deleted.

2. DoD FAR Supplement Clauses The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

252.227-7013 Rights In Technical Data -- Noncommercial Items (MAR 2011). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (MAR 2011). This clause applies only if the delivery of noncommercial computer software or noncommercial computer software documentation may be originated, developed or delivered under this contract.

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011).

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 1995). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999). This clause applies only if the delivery of data is required by this contract.

252.227-7038 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991). This clause applies only if this contract requires securing telecommunications.

3. Prime Contract Special Provisions The following prime contract special provisions apply to this contract.

(This article applies only if this contract exceeds the TINA threshold.)

Examination and Retention of Records

1. As used in this article, "records" includes books, test plans, test reports, incremental and/or final ECPs, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
2. The Procuring Contracting Officer (PCO) or an authorized representative of the PCO shall have access to and the right to examine directly pertinent records related to this contract. This article does not require the creation of any records not required by generally accepted accounting principles.
3. Seller shall make the records available at its office at all reasonable times until 30 SEP 2023. If this contract is completely or partially terminated, the records relating to the terminated work shall be made available for three (3) years after termination. All records relating to disputes under this contract shall remain available until all disputes are finally resolved.
4. Upon completion or termination of this contract, each party shall return or properly dispose of all classified, Competition Sensitive/Proprietary Information or agree to other disposition comporting with applicable laws. Classified materials must be disposed of in accordance with federal law and regulation.
5. Seller shall include the provisions of this article in all sub-agreements or subcontracts exceeding the TINA threshold