

**CUSTOMER CONTRACT REQUIREMENTS
C-32A Program
CUSTOMER CONTRACT F33657-96-C-0024**

CUSTOMER CONTRACT REQUIREMENTS

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

1. 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.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction. In paragraph (d), the term "Government" shall mean Buyer.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). By signing and returning its solicitation response, Seller is executing the certification included in this clause. The certification required by this clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

52.219-8 Utilization of Small Business Concerns (FEB 1990).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (APR 1984). This clause applies only if this contract exceeds \$10,000.

52.222-36 Affirmative Action for Workers With Disabilities (APR 1984). This clause applies only if this contract exceeds \$2,500.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (JAN 1988). This clause applies only if this contract exceeds \$10,000.

52.223-13 Certification of Toxic Chemical Release Reporting (OCT 1995). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (OCT 1995). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.246-24 Limitation of Liability, High Value Items (APR 1984). This clause applies only if this contract exceeds \$100,000. "Government's" shall mean Government's or Buyer's in paragraph (e). Applies if requested by the Seller and approved by the Buyer's Customer.

2. 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.

252.225-7001 Buy American Act and Balance of Payment Program. (JAN 1994)

252.225-7012 Preference for Certain Domestic Commodities (MAY 1994).

252.227-7037 Validation of Restrictive Markings on Technical Data (APR 1988). This clause applies only if the delivery of data is required by this contract.

252.249-7001 Notification of Substantial Impact on Employment (DEC 1991)

3. The following prime contract special provisions apply to this purchase order:

A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this Contract.

B. COMMERCIAL DATA RIGHTS

(1) Data deliverable or made available under this contract. all data deliverable or made available under this contract and any other data identified as being deliverable or made available, shall be solely subject to the terms of this contract. For the purposes of this special contract requirement, "data" means information of any kind, recorded in any tangible form, using any means of recording and all tangible embodiments of such information, including for example, technical data, documents, computer programs (software) and related information or documentation.

(2) Computer program rights. The ownership of the copyright and all other intellectual property rights subsisting in all computer programs included with or embedded in equipment made part of the aircraft shall remain the exclusive property of Boeing or its suppliers.

(3) Supplier data provided or disclosed at IPT and TIM forums. Government representatives will participate in integrated product teams (hereinafter "IPT"), technical interchange meetings (hereinafter "TIM"), and other meetings. All information furnished to government representatives in the forum of an IPT, TIM, or other meeting, whether in written or non-written form, are the proprietary, confidential, and/or trade secret information of Boeing or its suppliers and may only be used for the purposes of review and evaluation, i.e., understanding the aircraft and its operation, in connection with and during the term of this contract. The government agrees to return all tangible embodiments of data obtained in the forum of an IPT, TIM, or other meeting, to Boeing and destroy any copies made thereof upon completion of any such review and evaluation by the government, but no later than delivery of the last aircraft under this contract or as agreed upon by Boeing and the government.

(4) Certification data. Some of the data or information to which the government may have access in connection with this contract are not ordinarily released, delivered, furnished or made available to any third party, including commercial customers and are normally provided solely to the federal aviation agency for the sole purpose of obtaining a type certificate for aircraft sold by contractor (hereinafter "certification data"). At Boeing's or the supplier's sole discretion, government representatives may be given access to copies of this certification data during the performance of this contract. All data identified as certification data and disclosed to government representatives by virtue of their access hereunder are the proprietary, confidential, and/or trade secret information of Boeing or its suppliers and may only be used for the purposes of review and evaluation, i.e., understanding the aircraft and its operation, in connection with and

during the term of this contract. If government representatives are given a copy of any tangible embodiment of certification data, the government agrees to return all copies of such certification data to Boeing upon completion of any such review and evaluation by the government, but no later than delivery of the first aircraft under this contract or as agreed upon by Boeing and the government.

(5) Copyright. Except for certification data, the government is authorized to copy data authored by Boeing or the supplier for its own internal use only, provided that all proprietary legends, confidential markings, and other restrictive notices appearing on such supplier data are preserved on such copies. All such copies will be subject to the applicable terms of this provision.

(6) Modifications to aircraft. The modifications made to supplier's equipment or computer software, in the performance of this contract to satisfy the government's requirements are either "minor modifications" or "modifications of a type customarily available in the commercial marketplace". Other than as has been provided in this provision, the government further agrees that it does not have any rights in any information, data, technology, methodologies, etc., used by Boeing or its suppliers in the performance of this contract.

(7) Data in electronic format. If data is delivered or made available to the government under the prime contract in electronic format or digital form, the government may be required by Boeing or the supplier to enter into an appropriate "subscription agreement" for the delivery of such data. Such agreement shall be consistent with the rights otherwise granted the government under this provision.

(8) Certain supplier data. To the extent any supplier data deliverable or made available under this contract are not ordinarily delivered or made available directly by supplier to commercial customers, Boeing shall provide the government with an appropriately tailored supplier document entitled "customer service and product support agreement for supplier designed equipment". This document contains the terms and conditions of the product support agreements between Boeing and its suppliers, covering suppliers' normal responsibilities to support a commercial aircraft customer's requirements for data. At the government's request and expense, Boeing agrees to attempt to obtain, and the supplier agrees to negotiate in good faith, for the government the same rights to use, duplicate, and further disclose such supplier data as are ordinarily granted to or obtained by a commercial customer of that supplier.

(9) Treatment of data and documents

(a) The data and documents ("documents") provided by Boeing or its suppliers under this provision are licensed to the government. They contain confidential, proprietary and/or trade secret information belonging to Boeing or its suppliers; and the government will treat them in confidence and use and disclose them only for government's own internal purposes as specifically authorized herein. If the government makes copies of any documents, the copies will also belong to Boeing or its suppliers, as the case may be, and be treated as documents under this provision. The government will preserve all restrictive legends and proprietary notices on all documents and copies.

(b) All documents will only be used: (a) for the purpose of flightline maintenance by the government in accordance with the maintenance concept underlying the companion CLS contract, and then only in connection with an aircraft or spare part for which the document in question is tabulated or identified by Boeing serial number, and (b) for the purpose of the government's own development and manufacture of training devices for use by the government, in connection with the aircraft. Under the C-32A CLS MAINTENANCE CONCEPT, REPAIR, OR MODIFICATION OF AN AIRCRAFT OR SPARE PART WILL BE PERFORMED BY THE CLS CONTRACTOR UNDER THE COMPANION CLS CONTRACT.

(c) ANY DOCUMENT MAY BE PROVIDED TO THE GOVERNMENT'S CONTRACTORS FOR MAINTENANCE, REPAIR, OR MODIFICATION OF THE AIRCRAFT; AND AIRPLANE FLIGHT MANUALS, OPERATIONS MANUALS, MAINTENANCE MANUALS, WIRING DIAGRAM MANUALS, SYSTEMS SCHEMATICS MANUALS, AND ASSEMBLY AND INSTALLATION DRAWINGS IF DELIVERED HEREUNDER MAY BE PROVIDED TO THE

GOVERNMENT'S CONTRACTORS FOR DEVELOPMENT AND MANUFACTURE OF TRAINING DEVICES FOR USE BY THE GOVERNMENT, BUT IN BOTH CASES, ONLY IF THE GOVERNMENT'S CONTRACTOR IS, AT THE TIME OF TRANSFER OF DOCUMENTS, BOUND BY A BOEING CUSTOMER SERVICES GENERAL TERMS AGREEMENT (GTA) OR SUPPLIER EQUIVALENT, OR OTHER APPROPRIATE PROPRIETARY INFORMATION PROTECTION AGREEMENT WITH BOEING OR THE SUPPLIER, APPLICABLE TO THE DOCUMENTS.