

CUSTOMER CONTRACT REQUIREMENTS
Magnetic Anomaly Detection Unmanned Air Vehicles (MAD UAVS)
CUSTOMER CONTRACT N00421-09-C-0118

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to this contract 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 (SEP 2006).

This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (JUL 1995). Buyer may withhold from sums owed Seller the amount of any kickback received by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer or its subcontractors in violation of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

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.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds \$100,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required by paragraph (g)(2) (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government activity and Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

52.215-2 Audit and Records - Negotiation (MAR 2009).

52.215-14 Integrity of Unit Prices (OCT 1997). This clause applies except for contracts at or below \$100,000; construction services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.

52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modification (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" means Buyer.

52.219-8 Utilization of Small Business Concerns (MAY 2004).

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible V 2006). This clause applies only if this contract exceeds \$100,000.

52.222-36 Affirmative Action For Workers With Disabilities (JUN 1998). This clause applies only if this contract e 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible 2006). This clause applies only if this contract exceeds \$100,000.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Bu paragraph (e), the term "the Government" means Buyer.

52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003). Except for commercial items as defined 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not su Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(clause apply.

52.223-14 Toxic Chemical Release Reporting (AUG 2003). This clause applies only if this contract is not for comm defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).

52.227-1 Authorization and Consent (DEC 2007).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notic Government will be sent to Buyer.

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if performed on a Government installation. "Contracting Officer" shall mean Buyer.

52.244-5 Competition in Subcontracting (DEC 1996).

52.244-6 Subcontracts for Commercial Items (MAR 2009).

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

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 200 clause applies only if this contract exceeds \$100,000 and is not for the purchase of commercial items or commercial com Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are availab the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2008).

252.227-7013 Rights In Technical Data -- Noncommercial Items (NOV 1995). This clause applies only if the delivery of technical data is required for noncommercial items under this contract.

252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (NOV 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer software documentation is required for noncommercial computer software or noncommercial computer software documentation that is originated, developed or delivered under this contract.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (JAN 2009).

252.247-7023 Transportation of Supplies by Sea (MAY 2002). This clause applies only if the supplies are of a type specified in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means the Government of the United States. Paragraphs (f) and (g) are excluded if the contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). Contracting Officer and, in the first instance, Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

3. Commercial Items If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the contract, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in their place:

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008). This clause applies only if this contract is valued at or above \$5,000,000 and has a period of performance of more than 120 days.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009).

52.219-8 Utilization of Small Business Concerns (MAY 2004).

This clause applies only if this contract offers further subcontracting opportunities. If this contract exceeds the value of \$1,000,000 for construction of any public facility) and Seller is not a small business concern, Seller must insert clause 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (MAR 2006).

52.222-36 Affirmative Action For Workers With Disabilities (JUN 1998).

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004).

52.222-50 Combating Trafficking in Persons (FEB 2009).

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 2006). In paragraph (C)(2) "20" is changed to "30".

changed to 10 and 20 respectively.

4. NAVAIR Clauses The following contract clauses are incorporated by reference from the Naval Air Systems Command Federal Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007).