

**CUSTOMER CONTRACT REQUIREMENTS**  
**MHI HTV-X Program**  
**CUSTOMER CONTRACT S19FNG093**

**CUSTOMER CONTRACT REQUIREMENTS**

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

**1. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

**1. NEW MATERIALS**

Unless expressly authorized in writing, all work to be delivered hereunder shall consist of new materials.

**2. AFFIRMATIVE ACTION**

Seller acknowledges that as a government contractor, Buyer is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action which may also be applicable to Seller. Accordingly, Seller shall, to the extent they apply, abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

**3. PROHIBITION ON KASPERSKY LAB**

Seller warrants that no articles obtained through this procurement include or contain hardware, software, components, or services that have been developed or provided, in whole or in part, by Kaspersky Lab, any successor entity to Kaspersky Lab, any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity of which Kaspersky Lab has a majority ownership.

In the event the Seller identifies an article developed or provided by Kaspersky Lab, or any associated entities, or the Seller is notified of such by a subcontractor or supplier at any tier or any other source, the Seller shall report in writing to SNC Procurement Compliance at ProcureCompliance@sncorp.com. The Seller shall report the following information:

A. Within 1 business day from the date of such identification or notification:

- 1) The Subcontract or Purchase Order number; any related release order number(s), if applicable;
- 2) Supplier name;
- 3) Brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number);
- 4) Item description; and any readily available information about mitigation actions undertaken or recommended.

B. Within 10 business days of submitting the report: Any further available information about mitigation actions undertaken or recommended. In addition, the Seller shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

**4. INTERNATIONAL SPACE STATION WAIVERS OF LIABILITY**

48 CFR 1852.228-76-Cross-Waiver of Liability of ISS Activities (OCT 2012) is included by reference.

2.

**Customer Contract Requirements (Direct Commercial Sales)**

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities** (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

**52.211-5 Material Requirements** (AUG 2000)

Any notice will be given to Buyer rather than the Contracting Officer.

**252.223-7008 Prohibition of Hexavalent Chromium** (JUN 2013). "Contracting Officer" shall mean Buyer.

**252.225-7001 Buy American and Balance of Payments Program** (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows:

(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

**252.225-7012 Preference for Certain Domestic Commodities** (DEC 2017).

**252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System** (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

**252.246-7008 Sources of Electronic Parts** (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).