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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 products and/or commercial services 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 the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of this contract award.

52.203-7 Anti-Kickback Procedures (JUN 2020). Buyer may withhold from sums owed Seller the amount of any kickback paid 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, excluding subparagraph (c)(1), applies if this contract exceeds the threshold specified in FAR 3.502-2(i) on the date of this contract award.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). 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 due to violations 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 (MAY 2014). 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).

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.808 on the date of this contract award. Paragraph (g)(2) is modified to read as follows: "(g)(2) 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."

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52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of this contract award and has a period of performance of more than 120 days.

52.203-14 Display of Hotline Poster(s) (NOV 2021) This clause applies if this contract exceeds the threshold specified in Federal Acquisition Regulation 3.1004 (b)(1) on the date of this contract award, except if the contract is for the acquisition of a commercial product or commercial service or is performed entirely outside the United States.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020). This clause applies if this contract exceeds the simplified acquisition threshold as defined in Federal Acquisition Regulation 2.101 on the date of this contract award, and where Seller's employees will perform acquisition functions closely associated with inherently governmental functions, as defined in paragraph (a) of the clause. The term Contracting Officer means Buyer. In paragraph (a), under the definition of "Covered employee", in subparagraph (1), Contractor means Seller and in subparagraph (2), the term subcontractor means Seller and Contractor means Buyer if Seller is a self-employed individual.

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020). This clause applies if this contract is over the simplified acquisition threshold, as defined in FAR 2.101 on the date of this contract award.

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-2 Security Requirements (AUG 1996). The reference to the Changes clause means the changes clause of this contract. This clause applies if the contract involves access to classified information.

52.204-7 System for Award Management (OCT 2018).

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011). This clause applies if performance under this contract requires Seller to have routine physical access to a Federally- controlled facility and/or routine access to a Federally-controlled information system.

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52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (JUN 2020). Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. Government System for Award Management (SAM) in accordance with 52.204-7. The required information of 52.204-10 will be made public."

52.204-13 System for Award Management Maintenance (OCT 2018).

52.204-14 Service Contract Reporting Requirements (OCT 2016). In this clause, "Contractor" means "Buyer." Seller shall submit the information required by paragraph (f) (1) for services performed under this contract at or above the thresholds set forth in 4.1703(a)(2), during the preceding fiscal year (October 1-Sept 30) to Buyer annually by Oct. 15th. In accordance with paragraph (f) (2), this information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020).

Seller shall maintain their CAGE code(s) throughout the life of the contract.

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021).

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021). In paragraph (b)(1), the term "Government" means "Government or Buyer". Paragraph (c)(1) is deleted and replaced with the following: "In the event Seller identifies covered articles provided to the Government or Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (c)(2) of this clause in writing, via email, to Buyer's Authorized Procurement Representative."

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (NOV 2021). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of this contract award. Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

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

52.211-15 Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 2020). This clause applies if this contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of this contract award and (i) is cost- reimbursement, incentive, time-and-materials, labor-hour, or price- redeterminable type or any combination of these types; (ii) for which cost or pricing data is required, or (iii) that require Seller to furnish reports as discussed in paragraph (e) of this clause. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the contract.

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Certified Cost or Pricing Data (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) and is not otherwise exempt. The certificate required by paragraph (b) is modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-14 Integrity of Unit Prices (NOV 2021). This clause applies except for contracts at or below the simplified acquisition threshold in Federal Acquisition Regulation (FAR)

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2.101 on the date of this contract award; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial products and commercial services; and petroleum products. Paragraph (b) of the clause is deleted.

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (NOV 2021). This clause applies if price adjustments for modifications under this contract are expected to exceed the threshold set forth in FAR 15.403-4(a)(1) on the date of the agreement on price or the date of this contract award, whichever is later. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a) (2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

52.215-23 Limitations on Pass-Through Charges (JUN 2020). This clause applies if the contract is a cost-reimbursement contract that exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of this contract award. If the contract is with DoD, then this clause applies if the contract is a cost-reimbursement contract or fixed-price contract, except those identified in 15.408(n)(2)(i)(B)(2), that exceeds the threshold for obtaining cost or pricing data in FAR 15.403-4 on the date of this contract award. In paragraph (c), "Contracting Officer" means Buyer.

52.219-8 Utilization of Small Business Concerns (OCT 2018).

52.219-9 Small-Business Subcontracting Plan (NOV 2021). This clause applies if this contract exceeds the applicable threshold specified in FAR 19.702(a) on the date of this contract award and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(v), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its unique entity identifier, and the email address of

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Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. To obtain the information required by (d) (10) (vi), contact Buyer's Authorized Procurement Agent.

52.219-28 Post-Award Small Business Program Representation (MAY 2020). In paragraph (b) and (c), delete "...or, if applicable paragraph (h) of this clause..." Delete paragraph (d) and insert the following paragraph (d) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (e) and (h). Delete paragraph (F) and insert the following paragraph (f) in lieu thereof: "Seller shall make the representation required by paragraphs (b) and (c) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's SPVR system."

52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (MAY 2018). This clause applies if the contract requires or involves the employment of laborers or mechanics. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-19 Child Labor - Cooperation with Authorities and Remedies (DEVIATION 2020-O00019) (JUL 2020). In paragraph (b), the term "solicitation" refers to the prime solicitation. In paragraph (d), the term "Contracting Officer" means Buyer.

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (JUN 2020). This clause applies if this contract exceeds or may exceed the threshold specified in FAR 22.602 on the date of award of the prime contract.

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this contract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-36 Affirmative Action For Workers With Disabilities (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of this contract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

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52.222-37 Employment Reports on Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this contract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). This clause applies if the contract exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.

52.222-41 Service Contract Labor Standards (AUG 2018). This clause applies if this contract is subject to the Service Contract Labor Standards statute. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.

52.222-50 Combating Trafficking in Persons (NOV 2021). The term “Contractor” shall mean “Seller”, except in the paragraph (a) definition of “Agent”, and except when the term “prime contractor” appears, which shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).

52.222-54 Employment Eligibility Verification (NOV 2021). This clause applies to all subcontracts that (1) are for (i) services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.

52.222-55 Establishing a Minimum Wage for Contractors (DEC 2015) This clause applies if this contract is subject to the Service Contract Labor Standards statute or the

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Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies if hazardous material, as defined in paragraph (a) of the clause, is to be delivered under this contract.

52.223-7 Notice of Radioactive Materials (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

52.223-11 Ozone Depleting Substances (JUN 2016). Seller shall submit the information required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance.

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (JUN 2020). This clause applies if the contract exceeds the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of this contract award.

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION). This clause applies to contracts at any tier that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101, performed in whole or in part within the United States or outlying areas.

52.224-2 Privacy Act (APR 1984). This clause applies if the contract requires the design, development, or operation of a system of records contemplated by this clause.

52.224-3 Privacy Training (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer."

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

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the contract will be performed outside the United States in areas of (1) combat operations as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

52.227-1 Authorization and Consent (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of this contract award.

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of this contract award. A copy of each notice sent to the Government will be sent to Buyer.

52.227-9 Refund of Royalties (APR 1984). This clause applies if the amount of royalties reported during negotiation of this contract exceeds \$250.

52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007). This clause applies if the contract covers or is likely to cover classified subject matter.

52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014). This clause applies if this contract is for experimental, developmental, or research work and Seller is a small business concern 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.

52.227-13 Patent Rights Patent Rights-Ownership by the Government (DEC 2007). This clause applies if the contract is for experimental, developmental, or research work. 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.

52.227-14 Rights in Data-General (MAY 2014).

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This clause applies if clause H001, H002, H004 or H007 is included in this contract.

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

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52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021). This clause applies if Seller is a small business concern. The term "Contractor" retains its original meaning.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (SEP 2016).

52.236-13 Accident Prevention (NOV 1991). The term "Contracting Officer" shall mean Buyer.

52.244-6 Subcontracts for Commercial Products and Commercial Services (AUG 2020). Clauses in paragraph (c) (1) are applicable to Seller for commercial products and commercial services ordered by Buyer from Seller under this contract.

52.245-1 Government Property (JAN 2017). This clause applies 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.

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021). This clause does not apply if this contract is for the acquisition of commercial products or commercial services unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

52.248-1 Value Engineering (JUN 2020). This clause applies if this contract is valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of this contract award. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting office" means US Government contracting office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP. Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

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These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations.

If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.)

Seller's share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

52.251-1 Government Supply Sources (APR 2012). This clause applies only if Seller is notified by Buyer in writing that Seller is authorized to purchase from Government supply sources in the performance of this contract.

2. NASA FAR Supplement Clauses The following contract clauses are incorporated by reference from the National Aeronautics and Space Administration Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

1852.203-71 Requirement to Inform Employees of Whistleblower Rights (AUG 2014).

1852.204-76 Security Requirements for Unclassified Information Technology Resources (JAN 2011). This clause applies if this contract meets the requirements of paragraph b. of this clause.

1852.208-81 Restrictions on Printing and Duplicating (NOV 2004).

1852.211-70 Packaging, Handling and Transportation (SEP 2005).

1852.219-75 Small Business Subcontracting Reporting (APR 2015). This clause applies if FAR 52.219-9 is included in this contract.

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1852.223-70 Safety and Health Measures and Mishap Reporting (DEC 2015). This clause applies if this contract is above the simplified acquisition threshold and the work will be conducted completely or partly on federally-controlled facilities.

1852.223-71 Authorization for Radio Frequency Use (APR 2015). This clause applies if this contract requires the development, production, testing or operation of a device for which a radio frequency authorization is required.

1852.223-72 Safety and Health (Short Form) (JUL 2015). This clause applies if this contract exceeds the simplified acquisition threshold and where the work under the contract will be conducted completely or partly on Federally-controlled facilities.

1852.223-74 Drug-and Alcohol-Free Workforce (NOV 2015). This clause applies if work is performed by an employee in a sensitive position, except if this contract is for commercial items. All reporting to the Contracting Officer shall take place through Buyer.

1852.223-75 Major Breach of Safety or Security (FEB 2002). The term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer."

1852.223-76 Federal Automotive Statistical Tool Reporting (JUL 2003). Seller shall report data to Buyer through a Vehicle Usage Report by October 1 of each year. Such Vehicle Usage Report pro forma shall be provided to Seller by Buyer.

1852.225-70 Export Licenses (FEB 2000).

1852.225-71 Restriction on Funding Activity with China (DEVIATION 12-01A). In (c) "Contracting Officer" means Buyer.

1852.225-72 Restriction on funding Activity with China – Representation (DEVIATION 12-01A)). By submission of its offer or performance of this contract, offeror/Seller represents that it is not China or a Chinese-owned company.

1852.227-11 Patent Rights--Retention by the Contractor (Short Form) (APR 2015).

1852.227-14 Rights in Data - General (APR 2015). This clause applies only if data, as defined in paragraph (a) of FAR 52.227-14, will be produced, furnished, or acquired under this contract. The term "Contracting Officer" shall mean "Buyer".

1852.227-19 Commercial Computer Software- Restricted Rights (JUL 1997).

1852.227-70 New Technology – Other than a Small Business Firm or Nonprofit (APR 2015). This clause only applies if this contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

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1852.227-71 Requests for Waiver of Rights to Inventions (APR 2015).

1852.227-72 Designation of New Technology Representative and Patent Representative (APR 2015). This clause applies if this contract includes a "New Technology" clause or a "Patents Rights -- Retention by the Contract (Short Form)" clause.

1852.227-85 Invention Reporting and Rights -- Foreign (APR 2015). This clause only applies if this Contract is for experimental, developmental, or research work.

1852.227-86 Commercial Computer Software--Licensing (APR 2015). This clause applies only if Seller's software will be delivered to NASA under licensing.

1852.227-88 Government-Furnished Computer Software and Related Technical Data (APR 2015). This clause applies if the contract involves use of GFCS and/or related technical data in any way. References to the Government are not changed, and Seller has all the rights and obligations of Contractor in the clause. In this contract and in subcontracts at any tier, the Government, Seller, Seller's subcontractors, and Buyer agree that the mutual obligations of the parties created by this clause constitute a contract between Seller, or Seller's subcontractors and the Government with respect to the matters covered by the clause.

1852.228-76 Cross-Waiver of Liability for International Space Station Activities (OCT 2012).

1852.237-72 Access to Sensitive Information (JUN 2005). This clause applies if the contract may involve access to sensitive information.

1852.237-73 Release of Sensitive Information (JUN 2005). This clause applies if the contract may require the furnishing of sensitive information.

1852.239-74 Information Technology System Supply Chain Risk Assessment (DEVIATION 15-03D). This clause applies if the contract involves the development or delivery of any IT system, or components thereof, or covered telecommunications equipment or service.

1852.242-73 NASA Contractor Financial Management Reporting (NOV 2004). This clause applies only if this contract is a cost-type, price redetermination or FPI contract. "Contracting Officer" shall mean Buyer's Authorized Procurement Representative.

1852.243-72 Equitable Adjustments (APR 1998). The term "Government" shall mean Buyer.

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1852.244-70 Geographic Participation in the Aerospace Program (APR 1985). This clause applies only if this contract is for \$100,000 or more.

1852.245-70 Contractor Requests for Government-Provided Equipment Basic (AUG 2015).

1852.245-72 Liability for Government Property Furnished for Repair or Other Services (JAN 2011).

1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (JAN 2017). This clause applies if Seller will have custody of NASA property. Seller will submit annual reports to Buyer no later than October 15th and monthly reports if required by paragraph (c)(3) shall be submitted no later than the 14th of each month.

1852.246-73 Human Space Flight Item (MAR 1997). This clause applies if the contract is for human space flight hardware and flight-related equipment.

1852.247-71 Protection of the Florida Manatee (JUN 2018). This clause applies when deliveries or vessel operations, dockside work, or disassembly functions under the contract will involve use of waterways inhabited by manatees.

3. Commercial Items If goods or services being procured under this contract are commercial products and/or commercial services and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Section 1 above are deleted and the following FAR clauses are inserted in lieu thereof:

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021). This clause applies if the contract exceeds the threshold specified in FAR 3.1004(a) on the date of this contract award 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 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-21 Basic Safeguarding of Covered Information Systems (NOV 2021).

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021). In paragraph (b)(1), the term "Government" means "Government or Buyer". Paragraph (c)(1) is deleted and replaced with the following: "In the event Seller identifies covered articles provided to the Government or Buyer during contract performance, or Seller is

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notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (c)(2) of this clause in writing, via email, to Buyer's Authorized Procurement Representative."

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (NOV 2021). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of this contract award. Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (OCT 2018).

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this contract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-36 Affirmative Action For Workers With Disabilities (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of this contract award, unless exempted by rules, regulations, or orders of the Secretary.

52.222-37 Employment Reports on Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of

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this contract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010). This clause applies if the contract exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.

52.222-50 Combating Trafficking in Persons (NOV 2021) ALT 1 (MAR 2015). The term “Contractor” shall mean “Seller”, except in the paragraph (a) definition of “Agent”, and except when the term “prime contractor” appears, which shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).

52.222-54 Employment Eligibility Verification (NOV 2021). This clause applies to all subcontracts that (1) are for (i) services (except for commercial services that are part of the purchase of a COTS item, (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.222-55 Establishing a Minimum Wage for Contractors (DEC 2015). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

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52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017). This clause applies if the contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION). This clause applies to contracts at any tier that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101, performed in whole or in part within the United States or outlying areas.

52.224-3 Privacy Training (JAN 2017) ALT I (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (NOV 2021).

52.244-6 Subcontracts for Commercial Products and Commercial Services (AUG 2020). Clauses in paragraph (c) (1) are applicable to Seller for commercial products and commercial services ordered by Buyer from Seller under this contract.

52.245-1 Government Property (JAN 2017). This clause applies 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.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021). This clause does not apply if this contract is for the acquisition of commercial products or commercial services unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.