

Boeing Information, Space and Defense Systems

Date: October 1998

EXHIBIT A

GOVERNMENT PROVISIONS

APPLICABLE TO

PRIME CONTRACT GS-35F-4789G

The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a subcontract situation, "Contractor" shall mean Seller. Government Clauses listed below or cited elsewhere in the contract shall be those in effect in October 1996.

<u>FAR/DFARS REFERENCE</u>	<u>TITLE</u>
52.204-2	Security Requirements (Applies only if the contract requires access to classified information, "Government" means Buyer or the Government.)
52.211-15	Defense Priority and Allocation Requirements
52.215-26	Integrity of Unit Prices (Excluding paragraph (c))
52.215-27	Termination of Defined Benefit Pension Plans ("Contracting Officer" means Buyer and Seller's cognizant ACO.) (Applicable only if contract is other than firm-fixed-price or if certified cost or pricing data was provided.)
52.215-40	Notification of Ownership Changes
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns
52.222-1	Notice of Labor Disputes ("Contracting Officer" means Buyer.)

- 52.224-1 Privacy Act Notification (Applies only if the contract involves the design, development or operation of a system of records on individuals.)
- 52.224-2 Privacy Act (Applies only if the contract involves the design, development or operation of a system of records on individuals.)
- 52.225-11 Restrictions on Certain Foreign Purchases ("Contracting Officer" means Buyer.)
- 52.227-3 Patent Indemnity
- 52.237-2 Protection of Government Buildings, Equipment and Vegetation. (Applies only if work will be performed on a government installation. "Contracting Officer" means Buyer.)
- 52.242-15 Stop Work Order
- 52.244-5 Competition in Subcontracting
- 52.247-63 Preference for U.S.-Flag Air Carriers

The following clause also applies if the contract price exceeds \$2,500:

- 52.222-36 Affirmative Action for Handicapped Workers

The following clauses also apply if the contract price exceeds \$10,000:

- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans
- 52.222-37 Employment Report on Special Disabled Veterans and Veterans of the Vietnam Era.

The following clauses also apply if the contract price exceeds \$100,000:

- 52.203-6 Restrictions on Subcontractor Sales to the Government
- 52.215-2 Audit and Records-Negotiation (Applies only if contract is other than Firm-Fixed-Price, if cost or pricing data was required or if cost, funding or performance reports will be furnished.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. ("Contracting Officer" means Buyer.)

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels

The following clauses also apply if the contract price exceeds \$500,000:

52.215-39 Reversion or Adjustment of Plans for Post-Retirement Benefits other than Pensions. (Applicable only if certified cost or pricing data is provided.)

52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. (Applies only if Seller is not a small business. "Contracting Officer" in paragraphs (b) and (c) means Buyer.)

The following clauses also apply if Technical Data or Computer Software will be Generated or Delivered:

52.227-14 Rights in Data - General

52.227-19 Commercial Computer Software-Restricted Rights

The following provisions of the prime contract shall also apply as indicated:

Examination of Records by GSA

(Applicable only if contract exceeds \$100,000)

The Seller agrees that the Administrator of General Services or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Seller involving transactions related to this contract or compliance with any clauses thereunder.

Year 2000 Warranty - Commercial Supply Items

(Applicable to all contracts)

"Year 2000 compliant," as used in this part, means, with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(a) All currently awarded products that are not Year 2000 compliant must be deleted from this contract no later than December 31, 1999.

(b) Any contract modifications, adding new items, must meet the warranty requirement in paragraph c, below.

(c) The Seller warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Seller, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Buyer for breach of this limitation of the Seller's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Buyer under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Seller in writing within ninety (90) days after Government acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Buyer may otherwise have under this contract with respect to defects other than Year 2000 performance.

A = ADDED

D = DELETED

R = REVISED