

**CUSTOMER CONTRACT REQUIREMENTS**  
**Israel FMF On-Demand Program**  
**CUSTOMER CONTRACT 4441021090**

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

**441021090 DSCA Requirements .**

1. Seller agrees that authorized representatives of the Government of the United States shall have access to and the right to examine, for a period of three (3) years following the final payment to the Seller, any of the Seller's directly pertinent books, documents, papers, or other records involving transactions related to this contract. Exemptions to this requirement are listed below:
  - a. Orders equal to or less than \$100,000 in value
  - b. Orders awarded to the Seller on competitive lowest responsive bid or best bid/best value basis.
  - c. Orders for common hardware and/or raw materials.
  - d. Orders for commercially available U.S. off-the-shelf items.
  
2. Seller acknowledges that Foreign Military Financing (FMF) provided by United States Government (USG) funds will be used to finance this contract and that acceptance of this contract by Seller constitutes an acknowledgement of notification of USG financing.
  
3. Seller acceptance and implementation of this contract constitutes a declaration and agreement by the principal executive officers of the Seller that no bribes, rebates, gifts, kickbacks, or gratuities to secure the prime contract or the subcontracts have been or will be directly or indirectly offered or given to, or have been or will be arranged with officers, officials, or employees of the end-customer by the Seller, its employees or agents.
  
4. Seller certifies that the recipient(s) and amount(s) of any commission, contingent fees, or similar compensation paid or to be paid in any way (to include payments to a bona fide employee or a bona fide commercial or selling agency), whether in cash or in kind, directly or indirectly related to the Buyer prime contract and related subcontracts will be fully disclosed in the format below to the Buyer prior to accepting or starting work on contract supporting this Buyer prime contract. Concerning the disclosure of the amount, if any, included in the price of the purchase agreement, please review Paragraph 19(A) of the DSCA DCC Guidelines.

Format certifying and disclosing.

**Recipient(s) of commissions, contingent fees, or compensation:**

- > NAME and Address:
  - > AGGREGATE AMOUNT PAID OR TO BE PAID:
  - > AGGREGATE AMOUNT INCLUDED IN BUYER PRIME CONTRACT:
  - > RELATIONSHIP TO SELLER:
  - > NATIONALITY:
- a. Certifies that the Buyer prime contract price and related subcontract prices do not include commissions, contingent fees, or similar compensation paid or promised to any person for the purpose of soliciting or securing the Buyer prime contract or related subcontracts, unless such payments have been identified and approved in writing \_\_\_\_\_ (N/A is not a proper response to this question. Seller must write zero or the amount paid in this space) by the Buyer or Buyer's end-customer prior to contract award for payment with repayable FMF credits or with the Buyer's end-customer's national funds.
  
  - b. Certifies that any commissions, contingent fees, or similar compensation paid or promised by the Seller to any

person in relation to soliciting the Buyer's prime contract or related subcontracts were not in violation of U.S. law or regulations.

6. Seller acceptance and implementation of this contract constitutes agreement by the Seller to identify and to consent to the disclosure of the following accounts to, and at the request of, the U.S. Department of Defense, or the U.S. Department of Justice, or a U.S. Federal Grand Jury:

- (1) Accounts wherever located in the name of Seller; and
- (2) Accounts located outside the United States in the name of the principle executive officers of Seller who have been personally and substantially involved in this subcontract under the Buyer's prime contract.

The term "consent to disclosure" for purposes of sub-paragraphs (a) and (b) of this paragraph includes agreement to provide consent documents authorizing the disclosure of such information upon request.

#### **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 below. In all of the following clauses, "Contractor" and "Offeror" mean Seller. Certain clauses below may be deemed inapplicable if the parts being purchased under this Contract previously had commercial item determinations (CIDs) completed and approved for identical parts.

**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.

**252.209-7010 Critical Safety Items** (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: Items delivered under the Contract are considered critical safety items if they have previously been designated as critical safety items under a prior contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

**252.223-7003 Change in Place of Performance-Ammunition and Explosives**(DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223-7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer, which shall be obtained through Buyer.

**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."

**252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies**(DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

**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 (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).

**252.225-7011 Restriction on Acquisition of Supercomputers**(JUN 2005).

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

**252.225-7015 Restriction on Acquisition of Hand or Measuring Tools**(JUN 2005).

**252.225-7016 Restriction on Acquisition of Ball and Roller Bearings**(JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

**252.225-7025 Restriction on Acquisition of Forgings** (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

**252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate**(DEC 2006).

**252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program-Basic** (DEC 2017). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

**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).