

**CUSTOMER CONTRACT REQUIREMENTS
SPECTROLAB
CUSTOMER CONTRACT 6722**

(a) 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" shall mean Seller.

- (1) 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.
- (2) 52.203-7 Anti-Kickback Procedures (JUL 1995) [excluding subparagraph (c)(1)]. This clause applies only if this contract exceeds \$100,000. Boeing 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 Boeing under the prime contract.
- (3) 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 due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.
- (4) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990). This clause applies only if this contract exceeds \$100,000. If the Government reduces Boeing's price or fee for violations of the Act by Seller or its subcontractors at any tier, Boeing may withhold or recover from Seller the amount of the reduction.
- (5) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991). This clause applies only if this contract exceeds \$100,000.
- (6) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990). This clause applies only if this contract exceeds \$100,000.
- (7) 52.204-2 Security Requirements (APR 1984) (excluding any reference to the Changes clause of this contract). This clause applies only if access to classified information is required.
- (8) 52.209-6 Protecting the Government's Interest when Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995).

- (9) 52.211-5 New Material (MAY 1995). Any notice will be given to Buyer rather than the Contracting Officer.
- (10) 52.211-15 Defense Priority and Allocation Requirements (SEP 1990)
- (11) 52.215-2 Audit and Records - Negotiation (OCT 1995). This clause applies only if this contract exceeds \$100,000. The terms Contracting Officer and Government retain their original meanings.
- (12) 52.215-19 Notification of Ownership Changes (FEB 1995)
- (13) 52.215-26 Integrity of Unit Prices (excluding subparagraph (c)) (OCT 1995).
- (14) 52.215-42 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1995). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.
- (15) 52.219-8 Utilization of Small, Small Disadvantaged & Women-Owned Small Business Concerns (OCT 1995)
- (16) 52.219-9 Small, Small Disadvantaged, Women-Owned Small Business Subcontracting Plan (OCT 1995)
- (17) 52.222-1 Notice to Government of Labor Disputes (APR 1984)
- (18) 52.222-4 Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 1995). This clause applies only if this contract exceeds \$100,000. Boeing may withhold or recover from Seller such sums as the Contracting Officer withholds or recovers from Boeing because of liabilities of Seller or its subcontractors under this clause.
- (19) 52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.
- (20) 52.222-26 Equal Opportunity (APR 1984) [subparagraphs (b)(1) through (11)]
- (21) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (JUN 1984)
- (22) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984). This clause applies only if this contract exceeds \$2,500.
- (23) 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988). This clause applies only if this contract is for \$10,000 or more.

(24) 52.223-2 Clean Air and Water (APR 1984). This clause applies only if this contract exceeds \$100,000.

(25) 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

(26) 52.223-11 Ozone Depleting Substances (JUN 1996).

(27) 52.223-14 Toxic Chemical Release Reporting (OCT 1995). This applies only if this contract exceeds \$100,000.

(28) 52.225-8 Duty-Free Entry (FEB 00). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

(29) 52.227-1 Authorization and Consent (JUL 1995)

(30) 52.227-1 Alternate I (APR 1984).

(31) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984). This clause applies only if this contract exceeds \$100,000. A copy of each notice sent to the Government will be sent to Boeing.

(32) 52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984)

(33) 52.227-16 Additional Data Requirements (JUN 1987). This clause applies only if this contract involves experimental, developmental, research, or demonstration work.

(34) 52.228-5 Insurance - Work on a Government Installation (JAN 1997). Seller shall provide and maintain insurance as set forth in this contract.

(35) 52.230-2 Cost Accounting Standards (AUG 1992). This clause only applies in orders exceeding \$500,000.

(36) 52.230-5 Administration of Cost Accounting Standards (AUG 1992). This clause only applies in orders exceeding \$500,000.

(37) 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (FEB 1995).

(38) 52.244-6 Subcontracts for Commercial Items & Commercial Components (OCT 1995)

(39) 52.245-2 Alternate I (JUN 2003)

(40) 52.245-17 Special Tooling (DEC 1989). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.

(41) 52.245-18 Special Test Equipment (FEB 1993)

(42) 52.247-63 Preference for U.S.-Flag Air Carriers (JAN 1997). This clause only applies if this contract involves international air transportation.

(b) The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" shall mean Seller.

(1) 252.203-7001 Special Prohibition on Employment (NOV 1995)

(2) 252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.

(3) 252.209-7000 Acquisition from Subcontractors Subject to On-Site Inspection Under the INF Treaty (NOV 1995)

(4) 252.223-7001 Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.

(5) 252.223-7003 Change in Place of Performance – Ammunition and Explosives (DEC 1991). This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.

(6) 252.225-7009 Duty-free Entry — Qualifying Country Supplies (End Products and Components) (DEC 1991).

(7) 252.225-7012 Preference for Certain Domestic Commodities (NOV 1995)

(8) 252.225-7014 Preference for Domestic Specialty Metals (NOV 1995)

(9) 252.225-7025 Foreign Source Restrictions (APR 1993).

(10) 252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995)

- (11) 252.227-7016 Rights in Bid or Proposal Information (JUN 1995)
- (12) 252.227-7017 Identification & Assertion of Use, Release or Disclosure Restrictions (JUN 1995)
- (13) 252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988). This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.
- (14) 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)
- (15) 252.227-7030 Technical Data - Withholding of Payment (OCT 1988). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.
- (16) 252.227-7037 Validation of Restrictive Markings on Technical Data (NOV 1995)
- (17) 252.228-7005 Accident Reporting & Investigation Involving Aircraft, Missiles & Space Launch Vehicles (DEC 1991)
- (18) 252.231-7000 Supplemental Cost Principles (DEC 1991)
- (19) 252.235-7003 Frequency Authorization (DEC 1991, Alternate I (DEC 1991). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.
- (20) 252.245-7001 Reports of Government Property (MAY 1994). Change due date of report to 10 October of each year.
- (21) 252.246-7001 Warranty of Data (DEC 1991). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.
- (22) 252.247-7023 Transportation of Supplies by Sea (DEC 1991). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (c), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.
- (23) 252.247-7024 Notification of Transportation of Supplies by Sea (DEC 1991). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial 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.

(24) 252.249-7002 Notification of Proposed Program Termination or Reduction (MAY 1994). This clause only applies to orders exceeding \$500,000.

(c) Cost Accounting Standards

If clause 383 or 384 is incorporated in this contract, the date of the "Administration of Cost Accounting Standards" clause (FAR 52.230-5) is hereby changed from AUG 1992 to FEB 1995. In clause 384 the date of the "Disclosure and Consistency of Cost Accounting Practices" clause (FAR 52.230-3) is hereby changed from AUG 1992 to NOV 1993.

(d) Foreign Nationals - Foreign Sources

- (1) For the purposes of this clause,
 - (A) Foreign nationals are those persons not citizens of, not nationals of, or resident/immigrant aliens to, the United States;
 - (B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and
 - (C) Foreign sources are those sources (vendors, subcontractors, and suppliers) not owned and controlled by citizens or immigrant aliens of the United States.
- (2) Nothing in this clause is intended to waive any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.
- (3) Seller acknowledges that equipment and technical data generated or delivered in the performance of this contract is controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128, and require an export license before assigning any foreign national to perform work under this contract or before granting access to foreign nationals to any equipment and technical data generated or delivered in performance of this contract (see 22 CFR Section 125). Seller agrees to notify and obtain the written approval of Boeing prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign

nationals or their representatives. This notification will include the name and country of origin of the foreign national or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

(e) Warranty

The "Warranty" clause of Form GP 1 is changed as follows: the period of one year is altered to read "thirty-two months after the "no later than" delivery date as set forth in the delivery schedule of the order."

(f) Potentially Hazardous Items.

Seller shall furnish complete design information and drawings showing all details of construction, including material, for the following items or components: detonators, expanding tubes, shielded mild detonating cords, pressure cartridges, standard initiators Type I, percussion primers, any residuals on Space Shuttle equipment returned from the launch facility. These items or components are designated as potentially hazardous to employees and subcontractors who are to perform any work in connection with installing them in combination with other equipment, or in testing them either alone or in combination with other items or components, or in handling them. Seller shall inform such employees or subcontractors of the potentially hazardous nature of these items or components before requesting or directing the performance of work. The requirement for delivery of data supercedes any terms of this order permitting withholding of data.

(g) Insurance - Work on a Government Installation.

Seller shall comply with applicable federal and state workers' compensation and occupational disease statutes; employer's liability coverage of at least \$100,000 is required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence is required. Automobile liability insurance written on the comprehensive form of policy is required in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. When aircraft are used in connection with the performance of this order, aircraft public and private passenger liability insurance coverage shall be at least \$200,000 per person and \$500,000 per occurrence (excluding passenger liability for bodily injury), and \$200,000 per occurrence for property damage; coverage for passenger liability shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(h) Enabling Clause for General Systems Engineering & Integration (GSE&I).

Seller agrees to co-operate with the Aerospace Corporation by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as design and development analysis, test data and results, equipment and process specifications, test and test equipment specifications and procedures and records, manufacturing and assembly data, and schedule and milestone data; by delivering data as specified in the order; by discussing technical matters relating to this order; by providing access to Seller facilities utilized in the performance of this order; and by allowing observation of technical facilities by Aerospace Corporation personnel. Aerospace Corporation personnel engaged in GSE&I are authorized access to any technical information pertaining to this order. Seller agrees to include in each of its subcontracts supporting this order a clause requiring compliance by the subcontractor with the response and access provisions outlined above; this does not relieve Seller of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity between Buyer or the Aerospace Corporation and such subcontractors. Aerospace Corporation personnel are not authorized to direct Seller in any way.

(i) Organizational Conflict of Interest.

Seller may gain access to proprietary information of other companies during the performance of this order. Seller agrees to enter into company-to-company agreements to protect the other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company, and to refrain from using the information for any purpose other than that for which it was furnished. Seller shall provide Buyer with information copies of any such agreements within 30 days of their execution. These agreements are not intended to protect information, which is available from other sources and furnished voluntarily without restriction. Seller shall include this language in any subcontract supporting this order.

(j) The following prime contract special provision applies to this purchase order:

NOTIFICATION OF DEBARMENT/SUSPENSION STATUS. Seller shall provide immediate notice to Buyer in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any DoD Agency, during the performance of this Contract.