

**CUSTOMER CONTRACT REQUIREMENTS  
Kuwait Air Force AH-64D  
CUSTOMER CONTRACT DAAH23-03-C-0028**

**CUSTOMER CONTRACT REQUIREMENTS**

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. 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 (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (JUL 1995). Buyer may withhold 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 applies only if this contract exceeds \$100,000.

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.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. 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.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 1997). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) 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.

52.204-2 Security Requirements (AUG 1996). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

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

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 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 Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997) (ALTERNATE 1). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). 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 Postretirement Benefits Other Than Pensions (PRB) (OCT 1997). 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).

52.219-8 Utilization of Small Business Concerns (OCT 2000).

52.219-9 Small Business Subcontracting Plan (JAN 2002). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000. and Seller is not a small business concern.

52.222-1 Notice to Government of Labor Disputes (FEB 1997). "Contracting Officer" shall mean Buyer.

52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (MAY 2001). This clause applies only if this contract exceeds \$25,000.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material 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 (MAY 2001).

52.225-8 Duty-free Entry (FEB 2000). 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.

52.225-13 Restrictions on Certain Foreign Purchases (FEB 2000).

52.227-1 Authorization and Consent (JUL 1995).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

52.227-21 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems (JAN 1997).

52.230-6 Administration of Cost Accounting Standards (NOV 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H001, H002 or H004 is included in Buyer's contract.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994).

52.242-15 Stop Work Order (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-5 Competition in Subcontracting (DEC 1996)

52.244-6 Subcontracts for Commercial Items (APR 2003)

52.245-2 Government Property (Fixed Price Contracts) (DEC 1989)-(DEVIATION)—ALTERANTE I (APR 1984) (DEVIATION). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.245-17 Special Tooling (DEC 1989) (DEVIATION) (APR 1984). This clause applies only if tooling is acquired for or furnished by the Government and to be retained for use by the Seller.

52.245-18 Special Test Equipment (FEB 1993). Change "30 days" to "45 days" in paragraph (b) and (c). The notice of intent to procure special test equipment required by this clause shall be forwarded to the Buyer.

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

52.248-1 Value Engineering (excluding subparagraph (f)) (FEB 2000). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$100,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated 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.

{Use this Section 2 if the prime contract is with DoD}

- 2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, 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" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (MAR 1999). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer".

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

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.

252.215-7000 Pricing Adjustments (DEC 1991). This clause applies only if this contract exceeds \$500,000.

252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1984). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

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.

252.225-7001 Buy American Act and Balance of Payment Program. (MAR 1998)

252.225-7002 Qualifying Country Sources as Subcontractors (APR 2003)

252.225-7009 Duty-free Entry — Qualifying Country Supplies (End Products and Components) (AUG 2000).

252.225-7010 Duty-free Entry — Additional Provisions (AUG 2000). This clause applies in addition to FAR 52.225-10.

ACO	_____
Activity Address	DCMC Boeing _____
	_____
Activity Address Number	_____
Prime Contractor	The Boeing Company
Prime Contractor's Address	_____
	_____
Cage Code	_____

Prime Contract Number \_\_\_\_\_  
Prime Contract Dollar Value \$ \_\_\_\_\_

252.225-7012 Preference for Certain Domestic Commodities (AUG 2000).

252.225-7014 Preference for Domestic Specialty Metals (FEB 2003), Alternate I (FEB 2003).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (APR 2003). This clause applies only if this contract is for goods that contain restricted forging items per paragraphs (a) and (b) of the referenced clause.

252.225-7026 Reporting of Contract Performance Outside the United States (JUN 2000). This clause applies only if this contract exceeds \$500,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7016 Rights in Bid or Proposal Information (JUN 1995).

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995).

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

252.227-7030 Technical Data - Withholding of Payment (MAR 2000). 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.

252.227-7036 Declaration of Technical Data Conformity (JAN 1997). This clause applies only if the delivery of data is required by this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999). This clause applies only if the delivery of data is required by this contract.

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (DEC 1991).

252.231-7000 Supplemental Cost Principles (DEC 1991)

252.232-7004 DoD Progress Payment Rates (OCT 2001). This clause applies if progress payments are authorized under this contract.

252.235-7003 Frequency Authorization (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.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (MAR 2000).

252.245-7001 Reports of Government Property (MAY 1994). Seller will provide information that the Buyer may require to complete Buyer's annual report.

252.247-7023 Transportation of Supplies by Sea (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "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.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "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.

252.249-7002 Notification of Anticipated Contract Terminations or Reduction (DEC 1996). This clause applies only if this contract is \$500,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

3. If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.219-8 Utilization of Small Business Concerns (OCT 2000). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$10,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004). This clause applies only if this contract exceeds \$100,000.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003). This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor 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.

252.225-7014, Preference for Domestic Specialty Metals (APR 2003), Alternate I (APR 2003).

252.247-7023 Transportation of Supplies by Sea (MAR 2000). This clause applies only if this contract exceeds \$100,000 and supplies are of the 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.

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000). "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.

4. Cost Accounting Standards

(1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998.

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998.

5. The following prime contract special provisions apply to this purchase order:

A. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this Contract.

B. The following special provisions from the H Section of the prime contract apply to this purchase order :

**H-2 GOVERNMENT PROPERTY**

**a. GOVERNMENT FURNISHED PROPERTY (GFP)**

(1) Government Property Reporting.

(2) For purposes of this H-2 Clause Government Property and FAR 52.245-2 (Alt 1), Government of Kuwait Furnished Equipment (GOKFE) has the same meaning as Government Furnished Property and/or equipment.

(a) GFE Status Reporting – GFP listed in Exhibit D (DD610 Lists) shall be provided to support the efforts of this contract. The contractor shall provide a monthly Notification to the Procuring Officer in contractor format of GFE status.

(b) In addition to the listing, the contractor shall participate in weekly communications with Government representatives to discuss unserviceable and/or late receipt of GFE assets discussed above and as associated with this contract.

(c) To the extent that unserviceable and/or late GFE presents a significant issue to program performance that requires action or resolution prior to the weekly communications discussed above, the contractor shall provide a

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written notification to the applicable Procuring Contracting Officer of the issue and any relevant facts that could assist in the resolution of the issue.

(d) Disposition instructions will be provided by the PCO in writing, and in a timely manner.

**b. RENT-FREE USE OF GOVERNMENT PROPERTY**

In accordance with DFARS 245.401, the prime contractor, its subcontractor(s)/vendor(s)/supplier(s)/ Interdivisional Performer(s), (hereinafter called subcontractor(s)), under this contract are hereby granted permission to utilize the Production and Research Property (including

Special Tooling (ST) Special Test Equipment (STE), and/or software and supporting data to which the Government has title or the right to acquire title and including Government-Furnished commercial type tooling and test equipment)) (all hereinafter called "Property"), acquired or authorized under this contract and the below listed contract(s)/instruments(s) on a rent-free, non-interference basis for the sole performance of this contract.

<u>Contract/Instrument</u>	<u>Description</u>
DAAJ09-89-C-A003	AH-64A Production Contract
DAAJ09-92-C-A001	AH-64A Production Contract
DAAJ09-89-C-A086	AH-64D EMD Contract
DAAJ09-94-G-0009	APACHE Basic Order Agreement Delivery Orders
DAAH23-00-E-0003	AH-64 Apache Facilities Contract
DAAJ09-95-C-A001	AH-64D MY I Production Contract
DAAH23-98-G-0049	APACHE Basic Order Agreement Delivery Orders
DAAH23-00-C-0001	AH-64D MY II Production Contract
DAAH23-01-G-0024	APACHE Basic Order Agreement Delivery Orders

**(1) Authorized Use** - Only the Prime Contractor and its subcontractor(s) at any tier are authorized rent-free, non-interference use of property for performance of this contract. No additional property is or shall be authorized for use on a rent-free, non-interference basis until and unless use of such additional property is so authorized in writing by the Procuring Contracting Officer



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**(2) Decrease and Availability of Property** – Except as provided in paragraph (6) below, if the property for rent-free, non-interference use is decreased or does not remain available during the performance of this contract, or if any change is made in the terms and conditions under which such property is made available, an equitable adjustment(s), if appropriate, shall be made under the terms of this contract.

**(3) Rental Charges-** The contractor agrees that it shall not, either directly or indirectly, seek reimbursement under this contract for any rental charge paid by the contractor or its subcontractor(s) for the use on other contracts of the property referred to herein. Any subcontract/purchase order (hereinafter called subcontract) hereunder which the contractor authorizes a subcontractor to use property on a rent-free basis shall contain provisions to the same effect as this special contract requirement.

**(4) Government Property in Possession of Subcontractors.** Notwithstanding the provisions of FAR Subpart 45.5, the contractor shall

include, in all subcontracts which provide for the furnishing of Government property to a subcontractor or which require a subcontractor to acquire property to which the Government shall have title or the right to acquire title, specific minimum requirements for control and shall not be less than the provision of FAR Subpart 45.5, and Government Property (Fixed Price)" ALT I .

**(5) USG Tooling & Test Equipment (A/D Common) -**  
An equitable share of the cost to maintain, repair, refurbish or replace A/D common tooling required to fabricate, produce and deliver the aircraft is included in this pricing.

**(6) USG Tooling and Test Equipment (D Unique)** The contractor shall bear any costs required to maintain, repair, refurbish, or replace "D" Unique special tooling fabricated under DAAJ09-95-C-A001 or DAAH23-00-C-0001.

**(END OF NARRATIVE H-2)**

**H-3 RIGHTS IN TECHNICAL DATA AND NONCOMMERCIAL COMPUTER SOFTWARE**

**a. Rights in Technical Data**

(i) The Government and the contractor have agreed that the contractor has granted only limited rights, as that term is defined in DFARS 252.227-7013 (NOV 1995)

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("Limited Rights"), in the technical data related to the following components (the "Limited Rights Aircraft Components"):

1. Improved Extended Forward Avionics Bay ("IEFAB")
2. Lightweight Wiring
3. Improved Electrical Management System
4. Enhanced Light System Controller
5. Apache Airframe Upgrade
6. Tailboom modifications
7. Battery
8. Thermoplastic IEFAB Door

(ii) The Limited Rights granted in the Limited Rights Aircraft Components technical data will be effective until January 1, 2007; thereafter, the Government will have government purpose rights, as that term is defined in DFARS 252.227-7013 (NOV 1995) ("Government Purpose Rights"), in such technical data. The agreement referenced in subparagraph a(i) above does not apply to subcontractor items, components or processes.

(iii) With respect to Limited Rights Aircraft Components technical data that identifies manufacturing sources, the contractor will provide sufficient information to the Government to enable the Government to purchase such components directly from such sources without the assistance of the contractor.

(iv) The contractor will assign distinct drawing numbers to the technical data related to the Limited Rights Aircraft Components. Before delivering to the Government any technical data related to the Limited Rights Aircraft Components, the contractor will mark the technical data in accordance with DFARS 252.227-7013, as modified by Section H, Paragraph H-4 Marking Data and Noncommercial Computer Software and Documentation.

(v) Data rights for training devices delivered under the Multi Year I program DAAJ09-95-C-A001, are set forth in clause H-13 of contract DAAJ09-95-C-A001. The contractor grants the government unlimited rights in technical data and computer software developed under this contract for training devices.

(vi) In accordance with DFARS 252.227-7013, the contractor also asserts for itself, or on behalf of others, including its subcontractors, that the Government's rights to use, release, or disclose technical data should be limited as set forth in Section H-4, Other Than Unlimited Rights in Technical Data.

**b. Rights in Noncommercial Computer Software**

**SECTION H-6 OF SOME CONTRACT PROVISIONS**

i. In accordance with DFARS 252.227-7014, the contractor also asserts for itself, or on behalf of others, including its subcontractors, that the Government's rights to use, release, or disclose computer software should be restricted as set forth in Section H-4, Other Than Unlimited Rights in Non Commercial Computer Software.

- ii. Notwithstanding anything else in the Contract, the Government will receive only Restricted Rights in the Boeing Data Courier and Boeing Wiring Illuminator Software. The Parties recognize that the Contractor has offered to license the software to the general public and that nothing in this Contract will be construed to prevent the Contractor from licensing the software as Commercial Off the Shelf (COTS) Software in the future

**c. Government-Owned Software Support Facility Library**

Nothing in paragraph C.3.6.8 of the Statement of Work (Government-owned Software Support Facility Library) contained in contract DAAH23-00-C-0001 is intended to grant any rights in software or technical data.

**(END OF NARRATIVE H-3)**

**H-6 SAFETY**

**a. General Requirements**

(1) The Contractor's safety rules, procedures, and policies shall conform to satisfy requirements and all Safety provisions as set forth in the Contractor's Standard Procedures Instructions, IAW AR 95-20 dated 13 November 2002 Chapter 5 and Appendix B of AR 420-90, OSHA General Industry Standards 29 CFR 1910 and applicable National Fire Codes of the National Fire Protection Association (NFPA) for aircraft maintenance operations, (latest revision at time of contract award), including but not exclusive of NFPA 402, Guide for Aircraft Rescue and Fire Fighting Operations/NFPA 407, Aircraft Fuel Servicing/NFPA 409, Aircraft Hangers/ NFPA 410 Aircraft Maintenance/NFPA 414, Standard for Aircraft Rescue and Fire Fighting Vehicles/NFPA 70-E, National Electrical Codes/NFPA 30, Flammable and Combustible Liquid Code/ NFPA 1003, Standard for Airport Fire Fighter Professional Qualifications/ NFPA 1976, Standard for Protective Clothing for Proximity Fire Fighting and NFPA 1582, Medical Requirements for Fire Fighters.

(2) Aircraft Rescue and Fire Fighting (ARFF) NFPA Standards 403, Standard for Aircraft Rescue and Fire-Fighting Services at Airports and 418, Standards for Heliports, however, are inadequate or inappropriate to provide a suitable level of ARFF services. NFPA 403 is designed for Airports with Certified Air Carrier operations and provide excessive fire protection resources. NFPA 418 provides insufficient ARFF protection for the army aircraft operated at the Boeing-Mesa facility.

(3) The ARFF standards established in AR 420-90, Chapter 5 and Appendix B will be used. The minimum ARFF vehicle requirement is one ARFF vehicle. This vehicle will meet the Standards NFPA 414. During all Flight and Ground operations, sufficient trained personnel shall be readily available to staff the Aircraft

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Rescue and Fire-Fighting (ARFF) vehicle and to perform fire-fighting and rescue operations to include crash rescue personnel on chase aircraft when required. These trained personnel shall be deployed in a way that ensures that minimum response times can be achieved and that continuous agent application at the appropriate rate can be maintained. All ARFF personnel shall meet the requirements of NFPA 1003, Standard for Airport Fire Fighter Professional Qualifications and NFPA 1582, Medical Requirements for Fire Fighters. ARFF fire-fighters, exclusive of drivers, shall wear protective clothing and equipment that meet the requirements of NFPA 1976, Standard for Protective Clothing for Proximity Fire Fighting. During periods, when Flight and Ground operations are not scheduled or being conducted, the ARFF vehicle will not be required to be manned or staffed. Staffing for ARFF fire-fighting personnel less than 24 hours per day is permitted per AR 420-90, Paragraph 5-6.

b. Contractor's Foreign Object Damage (FOD) program shall be IAW best commercial practices. Assembly operations sheets and maintenance worksheets shall contain FOD check call out with signature/stamp evidence of compliance.

c. All ground accidents and aircraft mishaps involving Government property shall be reported to the DCMA and AMCOM Safety Office according to the requirements of AR 385-40 and DLAI 8200.4.

d. The contractor shall take necessary actions to ensure protection of arms, ammunition and explosives at its own and its subcontractors' facilities as required by DODI Appendix E, 100.76-M. The contractor shall further ensure Government access to these facilities, in order to conduct security survey and inspections to determine compliance with DODI Appendix E, 5100.76-M.

e. The ACO shall ensure that the contractor receives all applicable messages (including Safety of Flight (SOF) messages) pertaining to the GF Aircraft under this contract.

f. The contractor shall comply with such messages issued subsequent to the date of which the GF Aircraft were issued. The cost of such compliance shall be negotiated between the contractor and Government under the "Over and Above" CLIN. (0013)

**H.11 DUTY FREE ENTRY**

In accordance with Paragraph (a) of the Duty Free clause (FAR 52.225-8) and/or paragraph (b) of the Duty Free Entry - Qualifying Country Supplies clause (DFARS 252.225-7009) of this contract, the Master Duty Free List, maintained by MDHC and DCMA Mesa, will be updated in accordance with the Concept Paper/Block Change

**H.12 CONDUCT OF PERSONNEL**

The contractor, including its assigned personnel performing services on a military reservation, shall be guided by and shall observe and comply with all applicable rules regulations, directives, and requirements pertaining to conduct of personnel on the Military reservation as prescribed by the Commander of the military reservation during the performance of the required services. The contractor further agrees to recognize the authority of the responsible military commander to suspend, restrain, or restrict the activities of the contractor personnel whenever in its judgement such action is deemed necessary for the protection of personnel and equipment under his military jurisdiction.