

**CUSTOMER CONTRACT REQUIREMENTS
(C-40B)
CUSTOMER CONTRACT F33657-00-C-0056**

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.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (FEB 1999).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1998). 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.

52.242-15 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.

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

- A. Deliverable Data. All data deliverable or made available under this purchase contract and any other data identified as being deliverable or made available under this special contract requirement shall be subject solely to the terms and condition of this special contract requirement, and no other term, provision, condition or requirement, whether or not made part of this purchase contract, shall apply to such data. For the purposes of this special contract requirement, "data" means information of any kind, recorded in any tangible form, using any means of recording and all tangible embodiments of such information, including for example, technical data, documents, computer programs (software) and related information or documentation.
- B. Computer Program Rights. The ownership of the copyright and all other intellectual property rights subsisting in all computer programs included with or embedded in equipment made part of the Aircraft shall remain the exclusive property of Boeing or its suppliers.
- C. IPT and TIM Forums. Government representatives will participate in integrated product teams (hereinafter "IPT"), technical interchange meetings (hereinafter "TIM"), and other meetings. All information furnished to Government representatives in the forum of an IPT, TIM, or other meeting, whether in written or non-written form, are the proprietary, confidential, and/or trade secret information of Boeing or its suppliers and may only be used for the purposes of review and evaluation, i.e., understanding the Aircraft and its operation, in connection with and during the term of this purchase contract. The Government agrees to return all tangible embodiments of data obtained in the forum of an IPT, TIM, or other meeting, to Boeing and destroy any copies made thereof upon completion of any such review and evaluation by the Government, but no later than delivery of the last Aircraft under this purchase contract or as agreed upon by the parties.
- D. Certification of Data. Some of the data or information to which the Government may have access in connection

with this purchase contract are not ordinarily released, delivered, furnished or made available to any third party, including commercial customers and are normally provided solely to the Federal Aviation Agency for the sole purpose of obtaining a type of certificate for aircraft sold by Boeing (hereinafter "Certification Data"). At Boeing's sole discretion, Government representatives may be given access to copies of this Certification Data during the performance of this purchase contract. All data identified as Certification Data and disclosed to Government representatives by virtue of their access hereunder are the proprietary, confidential and/or trade secret information of Boeing or its suppliers and may only be used for the purposes of review and evaluation, i.e., understanding the Aircraft and its operation, in connection with and during the term of this purchase contract. If Government representatives are given a copy of any tangible embodiment of Certification Data, the Government agrees to return all copies of such Certification Data to Boeing upon completion of any such review and evaluation by the Government, but no later than delivery of the first Aircraft under this purchase contract or as agreed upon by the parties.

E. Copyright

Except for Certification Data, the Government is authorized to copy data authored by Boeing (hereinafter "Contractor Data") for its own internal use only, provided that all proprietary legends, confidential markings, and other restrictive notices appearing on such Contractor Data are preserved on such copies. All such copies will be subject to the applicable terms of this special contract requirement.

F. Modifications to Aircraft.

The modifications made to the Aircraft, or computer software included with the Aircraft, in the performance of this purchase contract to satisfy the Government's requirements are either "minor modifications" or "modifications of a type customarily available in the commercial marketplace". Other than as has been provided in this special contract requirement the Government further agrees that it does not have any rights in any information, data, technology, methodologies, etc., used by Boeing or its suppliers in the performance of this purchase contract.

G. Data in Electronic Format. If data is delivered or made available to the Government under this purchase contract in electronic format or digital form, the Government may be required to enter into an appropriate "subscription agreement" for the deliver of such data. Such agreement shall be consistent with the rights otherwise granted the Government under this special contract requirement.

H. Certain Supplier Data. To the extent any supplier data deliverable or made available under this purchase contract are not ordinarily delivered or made available directly by Boeing to commercial customers, Boeing shall provide the Government with an appropriately tailored Boeing document entitled "Customer Service and Product Support Agreements for Supplier Designed Equipment". This document contains the terms and conditions of the product support agreements between Boeing and its suppliers, covering suppliers' normal responsibilities to support a commercial aircraft customer's requirements for data. At the Government's request and expense, Boeing agrees to attempt to obtain for the Government the same rights to use, duplicate, and further disclose such supplier data as are ordinarily granted to or obtained by a commercial customer of that supplier.

I. Treatment of Data and Documents.

9.1 The data and documents provided by Boeing under this special contract requirement ("Documents") are licensed to Customer. They contain confidential, proprietary and/or trade secret information belonging to Boeing or its suppliers; and Customer will treat them in confidence and use and disclose them only for Customer's own internal purposes as specifically authorized herein. If Customer makes copies of any Documents, the copies will also belong to Boeing or its suppliers, as the case may be, and be treated as Documents under this special contract requirement. Customer will preserve all restrictive legends and proprietary notices on all Documents and copies.

9.2 All Documents will only be used: (a) for the purpose of flight line maintenance by Customer in accordance with the program maintenance concept underlying the contract, and then only in connection with an Aircraft or spare part for which the Document in question is tabulated or identified by Boeing serial number, and (b) for the purpose of Customer's own development and manufacture of training devices for use by Customer, in connection with the Aircraft.

9.3 Any Document may be provided to Customer's Contractors for maintenance, repair, or modification of the Aircraft; and Airplane Flight Manuals, Operations Manuals, Maintenance Manuals, Wiring Diagram Manuals, Systems Schematics Manuals, and assembly and installation drawings if delivered hereunder may be provided to Customer's Contractors for development and manufacture of training devices for use by Customer, but in both cases, only if Customer's Contractor is, at the time of transfer of Documents, bound by a Boeing Customer Service General Terms Agreement (GTA), or other appropriate proprietary information protection agreement with Boeing, applicable to the Documents.