

**CUSTOMER CONTRACT REQUIREMENTS**  
**AWACS AMASS Next Generation Identification Friend or Foe (NGIFF) Systems**  
**Development and Demonstration for Block 30/35**  
**CUSTOMER CONTRACT F19628-01-D-0016 DO 0058**

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. DoD FAR Supplement Clauses.** DoD Contracts. 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.

**252.211-7003 Item Identification and Valuation** (Aug 2008) . Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with the version of MIL-STD-130, Identification Marking of U.S. Military Property, set forth elsewhere in this contract; or if not so stated, then the Seller shall comply with MIL-STD-130 N. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing product drawings or specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item valuations as set forth in this clause.

**252.215-7004 Excessive Pass-Through Charges** (May 2008) .

This clause applies unless this contract is (1) a firm-fixed-price contract awarded on the basis of adequate price competition; (2) a fixed-price contract with economic price adjustment awarded on the basis of adequate price competition; (3) a firm-fixed-price contract for the acquisition of a commercial item, or (4) a fixed-price contract with economic price adjustment for the acquisition of a commercial item. In paragraph (a), \"Contractor\" retains its original meaning. In paragraph (b), \"Government\" and \"Contracting Officer\" mean Buyer. In paragraph (c) \"Contracting Officer\" means Buyer. In subparagraph (c)(2), \"the proposal\" means Seller's proposal. In paragraph (d), \"Government\" and \"Contracting Officer\" mean Buyer. In paragraph (e), \"Contracting Officer\" retains its original meaning.

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

**A. INCORPORATION OF CLAUSE FROM F19628-01-D-0016 (AMAS Shell)**

This contract is a delivery order under F19628-01-D-0016 (AMASS). In addition to the clauses listed in this CCR, the clauses listed in F19628-01-D-0016 are applicable to this contract and are incorporated herein by reference. The CCR for F19628-01-D-0016 can be found at

<http://www.boeing.com/companyoffices/doingbiz/idscommon/ccr/contracts.htm>.