

CUSTOMER CONTRACT REQUIREMENTS
Line of Sight Communications Relay
CUSTOMER CONTRACT H92222-14-C-0045

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

1. FAR Clauses 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.

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government. This clause does not apply to contracts where Seller is providing commercially available off-the shelf items.

52.219-8 Utilization of Small Business Concerns (JUL 2013).

52.222-17 Nondisplacement of Qualified Workers (MAY 2014). The term "Contracting Officer" shall mean "Buyer" in paragraph (d)(1). In paragraph (d)(1), "30 days" is changed to "40 days" and "10 days" is changed to "15 days."

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-41 Service Contract Act of 1965 (NOV 2007). This clause applies only if this contract is subject to the Act.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007). This clause applies only for exempt services under this contract.

52.222-53 Exemption From Application Of The Service Contract Act To Contracts For Certain Services-Requirements (FEB 2009). This clause applies to contracts for exempt services.

52.222-54 Employment Eligibility Verification (AUG 2013). This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.225-26 Contractors Performing Private Security Functions Outside the the United States (JUL 2013).

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009). This clause applies only if this contract is in excess of \$25,000 and, under this contract, Seller will perform the provision, service, or sale of food in the United States.

52.245-1 Government Property (APR 2012). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller 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.

2. 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.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013). Contracting Officer means Buyer. Paragraph (d)(1) shall read as follows: "Reporting requirement. Seller, through the first tier subcontractor, shall report as much of the following information as can be obtained by sending an email to abuse@Boeing.com (or any other address specified in writing by Buyer) immediately upon discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Seller's unclassified information systems. The Seller shall copy the Buyer's procurement agent on all related email notifications."

Each lower tier subcontractor shall report as much of the following information as can be obtained, to its higher tier subcontractor immediately upon discovery of any cyber incident, as described in paragraph (d) (2) of this clause, that affects unclassified controlled technical information resident or transiting through the subcontractor's unclassified information system. The Boeing 1st tier subcontractor shall immediately report, as described above, lower tier subcontractor information it receives.

252.225-7012 Preference for Certain Domestic Commodities (FEB 2013).

252.225-7048 Export-Controlled Items (JUN 2013).

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns (SEP 2004). This clause applies only if this contract exceeds \$500,000.

252.227-7013 Rights In Technical Data -- Noncommercial Items (FEB 2014). This clause applies when technical data for noncommercial items or for commercial items developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (FEB 2014). This clause applies when noncommercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013).

252.243-7001 Pricing of Contract Modifications (DEC 1991).

252.244-7000 Subcontracts for Commercial Items (JUN 2013).

252.247-7023 Transportation of Supplies by Sea-Basic (APR 2014). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded. The simplified acquisition threshold is \$150,000.

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.

3. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order**5652.204-9003 Disclosure of Unclassified Information** (2007).

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands will be designated Controlled Unclassified Information (CUI). As such, Seller hereby unequivocally agrees that it shall not release to anyone outside Seller's organization any unclassified information, regardless of medium (e.g., film, tape, document, Seller's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of the prime contract or this contract or any program related to the prime contract or this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, the prime contract, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Seller shall submit requests for approval to release unclassified information to Buyer's Authorized Procurement Representative. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release.

Buyer must submit the request for approval to the Contracting Officer at least 45 days before the proposed date for release; therefore, Seller shall submit the request to Buyer's Authorized Procurement Representative at least 60 before the proposed date for release. No release of any restricted information shall be made without specific written authorization by the Contracting Officer.

c. Seller shall include a similar requirement in each subcontract under this contract.

d. Seller further understands that Title 18 USC 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, newspaper, magazine, etc) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through Buyer's Authorized Procurement Representative.