

CUSTOMER CONTRACT REQUIREMENTS
Satellite System
CUSTOMER CONTRACT H98230-17-C-0721

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. 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.

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006) Alternate I (OCT 1995). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-13 System for Award Management Maintenance (OCT 2016).

52.211-15 Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this contract.

52.212-4 Contract Terms and Conditions-Commercial Items (JAN 2017). Only paragraph (u) of this clause applies.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JAN 2017). The clauses listed in (e) (1) are included in this contract.

52.219-8 Utilization of Small Business Concerns (NOV 2016).

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."

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (MAY 2014). This clause applies only if this contract exceeds \$15,000.

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (FEB 2016). This clause applies if this contract is \$150,000 or more, unless exempted by rules, regulations, or orders of the Secretary of Labor.

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

52.222-41 Service Contract Labor Standards (MAY 2014). This clause applies only if this contract is subject to the Act. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.

52.222-50 Combating Trafficking in Persons (MAR 2015). The term "contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014). This clause applies only for exempt services under this Contract. Seller shall provide the certification contained in FAR 52.222-48 Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification, paragraph (a) to Buyer should Seller intend to rely on 52.222-51.

52.222-53 Exemption From Application Of The Service Contract Labor Standards To Contracts For Certain Services-Requirements (MAY 2014). This clause applies to contracts for exempt services.

52.222-54 Employment Eligibility Verification (OCT 2015). 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 \$3,500; and (3) includes work performed in the United States.

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016). Seller shall submit the information required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance.

52.224-3 Privacy Training (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

52.224-3 Privacy Training Alternate I (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

52.225-13 Restrictions on Certain Foreign Purchases (MAR 2005).

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014). This clause applies if this contract is in excess of \$25,000 and Seller will perform the provision, service, or sale of food in the United States under this contract.

52.227-1 Authorization and Consent (DEC 2007).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government shall be sent to Buyer.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

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.

252.204-7000 Disclosure of Information (OCT 2016). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

252.204-7004 Alternate A, System for Award Management (FEB 2014).

252.204-7008 Requirements for Contracts Involving Export-Controlled Items. (APR 2010).

252.225-7004 Reporting Of Contract Performance Outside The United States And Canada, Submission After Award (JUN 2005). The term "Contracting Officer" means "Buyer." Subparagraph (c) (5) is deleted. In subparagraph (d) (2), "from the Contracting Officer or" is deleted.

252.225-7012 Preference for Certain Domestic Commodities (DEC 2016).

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

3. Commercial Items 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 are deleted and the following FAR clauses are inserted in lieu thereof:

52.203-13 Contractor Code of Business Ethics and Conduct (OCT 2015). This clause applies only if this contract is in excess of \$5,500,000 and has a period of performance of more than 120 days.

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.219-8 Utilization of Small Business Concerns (NOV 2016).

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.”

52.222-21 Prohibition of Segregated Facilities (APR 2015).

52.222-26 Equal Opportunity (SEP 2016).

52.222-35 Equal Opportunity for Veterans. (OCT 2015). This clause applies only if this contract is \$150,000 or more.

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (FEB 2016). This clause applies if the Contract is \$150,000 or more.

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

52.222-41 Service Contract Labor Standards (MAY 2014). This clause applies only if this contract is subject to the Act. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.

52.222-50 Combating Trafficking in Persons (MAR 2015). The term “contractor” shall mean “Seller”, except in the paragraph (a) definition of Agent, and except when the term “prime contractor” appears, which shall remain unchanged. The term “Contracting Officer” shall mean “Contracting Officer, Buyer’s Authorized Procurement representative” in paragraph (d)(1). Paragraph (d)(2) shall read as follows: “If the allegation may be associated with more than one contract, the Seller shall inform the Buyer’s Authorized Procurement Representative for each affected contract.” The term “the Government” shall mean “the Government and Buyer” in paragraph (e). The term “termination” shall mean “Cancellation” and “Cancellation for Default”, respectively, in paragraph (e)(6). The term “Contracting Officer” shall mean “Contracting Officer and Buyer” in paragraph (f), except in paragraph (f)(2), where it shall mean “Contracting Officer or Buyer”. Paragraph (h)(2)(ii) shall read as follows: “To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.” The term “Contracting Officer” shall mean “Contracting Officer or Buyer” in paragraph (h)(4)(ii). The term “Contracting Officer” shall mean “Buyer” in paragraph (h)(5).

52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014). This clause applies only for exempt services under this Contract. Seller shall provide the certification contained in FAR 52.222-48 Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification, paragraph (a) to Buyer should Seller intend to rely on 52.222-51.

52.222-53 Exemption From Application Of The Service Contract Labor Standards To Contracts For Certain Services-Requirements (MAY 2014). This clause applies to contracts for exempt services.

52.222-54 Employment Eligibility Verification (OCT 2015). 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 \$3,500; and (3) includes work performed in the United States.

52.222-55 Minimum Wages Under Executive Order 13658 (DEC 2015). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.224-3 Privacy Training Alternate I (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

52.224-3 Privacy Training (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (MAY 2014). This clause applies if this contract is in excess of \$25,000 and Seller will perform the provision, service, or sale of food in the United States under this contract.

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.

4. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

A. 352.227-9006 STATEMENT OF FOREIGN ORIGIN SOFTWARE AND/OR FIRMWARE (AUG 2003)

As used in this clause, foreign-origin software and/or firmware is any software and/or firmware that is manufactured, developed, maintained and/or modified (i) outside the United States or its territories or (ii) in the United States or its territories by and individual who is not a citizen of the United States or its territories. Any degree of manufacture, development, maintenance or modification that meets either criterion (i) or (ii) shall be sufficient for the software and/or firmware to be deemed foreign-origin under this clause.

The Buyer shall have the right to accept if certain countermeasures are instituted, or reject the supply of foreign-origin software and/or firmware under this contract on a case-by-case basis. If Buyer rejects the supply of foreign-origin software and/or firmware, Buyer shall have the right to require a technically equal, or better, approved substitute or to terminate this contract for convenience. Buyer shall have the right to require that Seller not disclose the identity of the end user of the item to any person outside the United States or to any non-U.S. citizen individual in the United States who developed, maintained modified, or manufactured the software and/or firmware. In such a case, upon delivery of the software and/or firmware. Seller shall state that the identity of the end user was not disclosed to such person(s) or individual(s).

If, after contract award, Seller becomes aware of foreign-origin software and/or firmware to be delivered to the Buyer under this contract, Seller shall immediately inform Buyer in writing of the foreign origin software and/or firmware to be included in the deliverables under this contract. Foreign-origin software and/or firmware that is merely a possible candidate for use under the contract shall also be identified. Notification pursuant to this clause must include the identity of the foreign source and the nature of the software application and is required as soon as there is a reason to know or suspect foreign origin. Failure to provide adequate notice to Buyer as specified herein can result in breach and/or default of the entire contract. If Buyer does not reject foreign-origin software and/or firmware under this clause within sixty days of receiving notification, Buyer's rights under this clause shall be waived.

B. 352.247-9011 SHIPMENT OF UNCLASSIFIED CARGO TO U.S.GOVERNMENT FACILITIES OUTSIDE THE

CONTINENTAL UNITED STATES (JUN 2011)

Definitions. As used in this clause -

"Tamper Evident Measures means a device or process that makes unauthorized access to the protected object easily detected.

Shipments of unclassified cargo to any U.S. Government facility outside the continental United States (OCOUS), regardless of whether the shipment originates inside or outside the United States, require the application of tamper evident measures. Tamper evident measures shall be applied to the cargo or conveyance method prior to departure at the point of origin. Acceptable measures shall meet best industry practices and include at a minimum, inspectable tapes; labels; International Standards Organization (ISO), Publicly Available Standard (PAS) 17712-compliant truck seals, or equivalent; ISO PAS 17712-compliant or equivalent sea container seals; and tamper evident shrink-wrap solutions. The tamper evident measures used must ensure to the maximum extent practicable that the integrity of the cargo remains secure throughout the entire shipping process. Any questions shall be addressed to 443-479-7311.

Information describing the tamper evident measures applied to the cargo shall be documented on the Commercial Bill of Lading or other supporting documentation and accompany the shipment. Documentation of tamper evident measures applied to a shipment shall be sufficient for the end user or responsible receiving party to inspect and authenticate the integrity of the shipment (that is, shipment has not been tampered with while in transit without the need to open or damage the tamper evident measures).

This clause is applicable to all subcontractors at any tier.

C. 352.290-9017 PROTECTION OF UNCLASSIFIED DOD INFORMATION ON NON-DOD SYSTEMS (SEP 2009)

(a) Definitions

- (1) DoD information. Any information that has not been cleared for public release in accordance with DoD Directive 5230.09, "Clearance of DoD Information for Public Release," and that is provided by the Department of Defense to a non-DoD entity, or that is collected, developed, received, transmitted, used, or stored by a non-DoD entity in support of an official DoD activity.
- (2) Non-DoD entity. Any person who is not a civilian employee or military member of the Department of Defense, or any entity or organization that is not a DoD Component. This includes any non-DoD Federal agency and its personnel, and any contractor, grantee, awardee, partner, or party to any form of legal agreement or understanding with the Department of Defense or another Federal agency.
- (3) Non-DoD information system. Any information system that is not owned, used, or operated by the Department of Defense and that is not used or operated by a contractor or other non-DoD entity on behalf of the Department of Defense.

(b) DoD Information . This clause applies to unclassified DoD information. Such information may be disseminated by the Contractor, Grantee, or Awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- (1) Non-public information provided to the Contractor (e.g., with the request for proposal).
- (2) Information developed during the course of the contract, grant, or other legal agreement or understanding (e.g., draft documents, reports, or briefings and deliverables).
- (3) Privileged information contained in transactions (e.g. privileged contract information, program schedules, contract-related event tracking).

(c) Information Safeguards. Seller shall employ the following information safeguards:

- (1) Do not process DoD information on public computers (e.g. those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (2) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

- (3) Sanitize media (e.g., overwrite) before external release or disposal.
 - (4) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks using the best available encryption technology.
 - (5) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
 - (6) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files) using at least application-provided password protection level encryption.
 - (7) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
 - (8) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
 - (9) Provide protection against computer network intrusions and data exfiltration minimally including the following:
 - (i) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - (ii) Monitoring and control of both inbound and outbound network traffic as appropriate (e.g. at the external boundary, sub-networks ,individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services and host-based security services.
 - (iii) Prompt application of security-relevant software patches, service packs, and hot fixes.
 - (10) Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information export controlled) as specified in contracts. Grants, and other agreements.
 - (11) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.
- (d) Flowdown Requirements. Seller shall flow this clause down to all subcontractors and teaming partners.

