CUSTOMER CONTRACT REQUIREMENTS
SETIP
CUSTOMER CONTRACT H98230-05-C-0133

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.

52.203-7 Anti-Kickback Procedures (JUL 1995). Buyer may withhold from 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.

52.203-10 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.

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

52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

52.219-8 Utilization of Small Business Concerns (MAY 2004).

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

52.222-26 Equal Opportunity (APR 2002).

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

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.

52.228-5 Insurance - Work on a Government Installation (JAN 1997). Seller shall provide and maintain insurance as set forth in this contract.

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.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2004). 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". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

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

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004). 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.

252.231-7000 Supplemental Cost Principles (DEC 1991).

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

1 Statement of Foreign Origin Software and/or Firmware .
References to "Government" herein shall mean either the Buyer and the Government and "Contractor" shall mean Seller. References to "Contract" shall mean the Buyer's Purchase Contract with the Seller.
<?xml:namespace prefix = o ns = "urn:schemas-microsoft-com:office:office" />
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 an 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 Government 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 the Government rejects the supply of foreign-origin software and/or firmware, the Government shall have the right to require a technically equal, or better, approved substitute or to terminate this contract for convenience. The Government shall have the right to required that the contractor not disclose the identity of the end user of the item to any person outside the <?xml:namespace prefix = st1 ns = "urn:schemas-microsoft-com:office:smarttags" />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, the contractor shall state that the identity of the end user was not disclosed to such person(s) or individual(s).

If, after contract award, the contractor becomes aware of foreign-origin software and/or firmware to be delivered to the Government under this contract, the contractor shall immediately inform the Government 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 the Government as specified herein can result in breach and/or default of the entire contract. If the Government does not reject foreign-origin software and/or firmware under this clause within sixty days of receiving notification, the Government's rights under this clause shall be waived.