

**CUSTOMER CONTRACT REQUIREMENTS
TASER
CUSTOMER CONTRACT HM1572-09-R-0003**

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 \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (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.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997) . This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

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.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

(Sep 2007) . This clause applies only if this contract exceeds \$100,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2008) . 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.

52.203-14 Display of Hotline Poster(s) (Dec 2007) . This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.204-2 Security Requirements (Aug 1996) . Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007) . This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system..

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 (Apr 2008) . This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (Mar 2009) . This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer.".

52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer.".

52.215-12 Subcontractor Cost or Pricing Data (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."

52.215-13 Subcontractor Cost or Pricing Data - Modifications (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (c) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997) . This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (Oct 2004) . This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (Jul 2005) . This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (Oct 1997) . This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

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

52.219-9 Small Business Subcontracting Plan (Apr 2008) .

This clause applies only if this contract exceeds \$550,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation** (Jul 2005) . Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
- 52.222-21 Prohibition of Segregated Facilities** (Feb 1999) .
- 52.222-26 Equal Opportunity** (Mar 2007) .
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006) . This clause applies only if this contract exceeds \$100,000.
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006) . This clause applies only if this contract exceeds \$100,000.
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees** (Dec 2004) . This clause applies only if this contract exceeds \$100,000.
- 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..
- 52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e))** (Aug 2003) . This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).
- 52.225-13 Restrictions on Certain Foreign Purchases** (Jun 2008) .
- 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 will be sent to Buyer.
- 52.227-10 Filing of Patent Applications - Classified Subject Matter** (Dec 2007) .
- 52.227-14 Right in Data - General** (Dec 2007) .

- 52.228-3 Workers' Compensation Insurance (Defense Base Act)** (Apr 1984) .
- 52.228-5 Insurance - Work on a Government Installation** (Jan 1997) . Seller shall provide and maintain insurance as set forth in this contract.
- 52.230-6 Administration of Cost Accounting Standards** (Mar 2008) . Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, or H004 is included in this contract.
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation** (Apr 1984) . This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.
- 52.244-5 Competition in Subcontracting** (Dec 1996) .
- 52.245-2 Government Property Installation Operation Services** (Jun 2007) .

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 2008) . This clause applies only if this contract exceeds \$100,000 and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(1), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted..
- 252.204-7000 Disclosure of Information** (Dec 1991) . Seller will submit requests for authorization to release through Buyer.
- 252.211-7000 Acquisition Streamlining** (Dec 1991) . This clause applies only if this contract exceeds \$1 million.
- 252.215-7000 Pricing Adjustments** (Dec 1991) . This clause applies only if this contract exceeds \$650,000.
- 252.215-7003 Excessive Pass - Through Charges - Identification of Subcontract Effort** (Apr 2007) . The term "subcontractor" means Seller's subcontractors.
- 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.

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Material (Apr 1993) .

252.225-7001 Buy American Act and Balance of Payment Program. (Jun 2005) .

252.225-7002 Qualifying Country Sources as Subcontractors (Apr 2003) .

252.225-7012 Preference for Certain Domestic Commodities (Dec 2008) .

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (Mar 2008) .

This clause, including this paragraph (q), applies only if, in performance of this contract, employees of Seller are authorized to accompany U.S. Armed Forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or military exercises, when designated by the Combatant Commander.

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (Mar 2006) . This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government..

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (Oct 2003) . This clause applies if this contract exceeds \$100,000 and does not apply to the acquisition of commercial items/services as defined in FAR 2.101.

252.227-7013 Rights in Technical Data - Noncommercial Items (Nov 1995) . This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995) . This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7015 Technical Data - Commercial Items (Nov 1995) . This clause applies only if the delivery of data is required for commercial items under this contract.

252.227-7016 Rights in Bid or Proposal Information (Jun 1995) .

252.227-7030 Technical Data - Withholding of Payment (Mar 2000) . In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) . This clause applies only if the delivery of data is required by this contract.

252.231-7000 Supplemental Cost Principles (Dec 1991) .

252.239-7000 Protection Against Compromising Emanations (Jun 2004) . This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jan 2009) .

252.245-7001 Reports of Government Property (May 1994) . Seller will provide information that the Buyer may require to complete Buyer's annual report.

252.251-7000 Ordering From Government Supply Sources (Nov 2004) .

This clause applies only if Seller is notified by Buyer that Seller is authorized to purchase from Government supply sources in the performance of this contract.

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 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

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

This clause applies only if this contract offers further subcontracting opportunities. If this contract exceeds \$550,000 (\$1,000,000 for construction of any public facility) and Seller is not a small business concern, Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (Mar 2007) .

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) . This clause applies only if this contract exceeds \$100,000.

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

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) . This clause applies only if this contract exceeds \$100,000.

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.

252.225-7012 Preference for Certain Domestic Commodities (Jan 2007) .

252.225-7014 Preference for Domestic Specialty Metals (June 2005), Alternate I (APR 2003) (DEVIATION) (Jan 2008) . See Section 5 for the full-text of the deviation.

252.247-7023 Transportation of Supplies by Sea (May 2002) .

This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

4. Cost Accounting Standards.

(1) (Applicable if this contract incorporates clause H001) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated October 2008.

(2) (Applicable if this contract incorporates clause H002) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by H002 is the version dated October 2008.

(3) (Applicable if this contract incorporates clause H003) The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, is the version dated October 2008.

(4) (Applicable if this contract incorporates clause H007) The version of FAR 52.230-4, Disclosure and Consistency of Cost Accounting Standards for Contracts Awarded to Foreign Concerns, is the version dated October 2008.

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(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998. .

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

A. EXPORT CONTROLLED DATA RESTRICTIONS

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the or lawfully admitted to the for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

B. GOVERNMENT-FURNISHED LIMITED DISTRIBUTION MATERIALS(a)

Definition - LIMITED DISTRIBUTION (LIMDIS) materials mean any unclassified geospatial information and data or imagery distributed by or created by the National Geospatial-Intelligence Agency, as well as materials derived from National Geospatial-Intelligence Agency information and data, that is marked or labeled as

(a) Definition - LIMITED DISTRIBUTION (LIMDIS) materials mean any unclassified geospatial information and data or imagery distributed by or created by the National Geospatial-Intelligence Agency, as well as materials derived from National Geospatial-Intelligence Agency information and data, that is marked or labeled as "LIMITED DISTRIBUTION" or "LIMDIS".

(b) Geospatial information and data or imagery identified as being "LIMITED DISTRIBUTION" are protected from public disclosure pursuant to Title 10, United States Code, Section 455. The Government may provide LIMITED DISTRIBUTION materials to the Contractor (or Subcontractor) for use in the performance of this contract.

(c) In addition to the restrictions and obligations contained in the clause at DFARS 252.245-7000, "Government-Furnished Mapping, Charting, and Geodesy Property (December 1991)," the Seller shall:

(1) Grant access to LIMDIS materials to only those individuals having a need for access in the performance of this contract. In furtherance of this requirement, the contractor shall:

a. Prohibit storage of LIMDIS materials on systems accessible by other individuals who do not require such access.

b. Ensure that LIMDIS materials are not used to either demonstrate products or capabilities outside the scope of the contract or as a marketing tool.

c. Ensure that LIMDIS materials are not used to create other products or derivative products.

d. Prohibit the processing or transmission of LIMDIS materials on unencrypted or unsecured systems accessible by the public such as the World Wide Web.

e. Ensure that LIMDIS materials are not displayed or made otherwise accessible to the public.

f. Ensure that LIMDIS materials are not released, accessed by, or sold to foreign governments or international organizations.

g. Take whatever additional measures are necessary to prevent unauthorized access to LIMDIS materials.

h. Employ storage and inventory controls adequate to ensure that LIMDIS materials are protected from loss or unauthorized use or access.

(2) Ensure each reproduction of LIMDIS materials includes the following LIMDIS caveat:

LIMITED DISTRIBUTION

Distribution authorized to DoD, IAW 10 U.S.C. § 130 & § 455. Release authorized to U.S. DoD contractors IAW 48 CFR § 252.245-7000. Refer other requests to Headquarters, NGA, ATTN: Release Officer, Mail Stop D-136. Destroy as "FOR OFFICIAL USE ONLY." Removal of this caveat is prohibited.

(3) Ensure LIMDIS materials that are no longer required for contract performance and chosen for destruction are destroyed by a method that prevents reconstruction of the materials to their original condition. Paper products should be destroyed by a method such as pulping, burning, or cross-cut shredding. Electronic media should be returned to Boeing or destroyed locally in a manner that prevents reconstruction of the media and abides by any environmental regulations.

(4) Immediately submit a report to Boeing upon discovery that LIMDIS material has been lost, stolen, or disclosed to unauthorized persons. Follow-up reports containing additional facts will be provided immediately when those facts become known. The Seller shall provide an assessment of the extent to which LIMDIS material has been compromised and shall propose corrective action to limit the extent of compromise and to prevent a reoccurrence.

C. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this contract.

D. ORGANIZATIONAL CONFLICT OF INTEREST

(a) The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. The term "person" includes a business organization.

(b) The principles of organizational conflict of interest and descriptions thereof are set forth at FAR Subpart 9.5.

(c) If the Seller is aware of a potential organizational conflict of interest (OCI), as defined in paragraph (a) above, with respect to this procurement, the Seller shall make immediate and full disclosure to Boeing.

(d) If in the performance of this contract the Seller discovers a potential organizational conflict of interest with respect to the contract, it shall make an immediate and full disclosure in writing to Boeing, which shall include a description of the actions which the Seller has taken or

proposes to take to avoid, eliminate, or neutralize the conflict. In the event that the Seller does not disclose a known potential conflict to Boeing, Boeing may terminate the contract for default.

(d) If the Seller is directed by authorized Boeing personnel by written tasks or verbal directions (in program review or otherwise), to perform service which the Seller believes to constitute a potential organizational conflict of interest, the Seller is required to notify Boeing in writing of the nature of the conflict within ten (10) days after receipt of the Boeing directive. Boeing has the sole responsibility for determining whether a conflict does, in fact, exist. No effort shall be expended toward the performance of the services in question until this determination has been made or unless otherwise directed by Boeing.

(f) Boeing has the unilateral right to waive one or more of the provisions of FAR Subpart 9.5 and this clause, on a case-by-case basis, if it is determined by Boeing that a waiver is in the best interest of the Government and/or Boeing. The Seller must demonstrate to Boeing in writing that the Seller can neutralize, mitigate or eliminate potential conflicts of interest.

(g) Any restraints negotiated in response to FAR Part 9.507-2 as a condition of award due to an organizational conflict of interest, shall be incorporated into the instant contract. These restraints will have duration of not more than three (3) years after completion of the contract effort.

E. PROTECTION OF INFORMATION & NONDISCLOSURE AGREEMENTS

PROTECTION OF INFORMATION AND NONDISCLOSURE AGREEMENTS (JULY 2006)

(a) *Definitions.* As used in this clause only:

(1) *Protected Information and Computer Software* means, unless specifically excluded by paragraph (2) below, all information and computer software, in any form or media, that in the course of performing work under this contract are disclosed to the Contractor, its Subcontractors,

or their employees, or to which those persons otherwise are given access to, by (i) NGA, (ii) other Government agencies, (iii) foreign governments or (iv) other contractors while directly supporting NGA, which is accompanied by written legends identifying use or disclosure restrictions or disclosed under circumstances that the Contractor knows are subject to use or disclosure restrictions established in writing by the Government .

(2) *Protected Information and Computer Software* does not include information that:

(i) Has been released to the general public through no action of the undersigned in breach of this agreement or through no action of any other party in breach of any other obligation of confidentiality owing to the Government or the owner of the protected information or computer software;

(ii) Has been lawfully obtained by the recipient outside the course of the performance of this contract;

(iii) Has been properly licensed or provided directly by the owner (or other authorized source) of the information or computer software to the recipient to the extent so licensed or provided;

(iv) Is owned by the recipient or was developed independently of the disclosure hereunder;

(v) Has been used or disclosed by the recipient in response to an order of a court or administrative body of competent jurisdiction to the extent permitted by that authority; or

(vi) Has been disclosed to the recipient by the Government who has explicitly authorized the recipient to use or disclose the information for another purpose, to the extent so authorized.

(b) *Use and disclosure restrictions.* The Seller shall use and disclose Protected Information and Computer Software only as necessary for the performance of the requirements of this contract. Protected Information and Computer Software may not be used or disclosed for any other purpose, including bid or proposal preparation or business marketing, without the written approval of Boeing. Furthermore, unless otherwise directed by Boeing, the Seller shall comply with all restrictions set forth in any legends, licenses or instructions provided to the Seller or accompanying Protected Information and Computer Software or other written directives of Boeing known to the Seller. The use and disclosure obligations imposed by this paragraph shall expire as follows:

(1) There shall be no expiration date for the following Protected Information and Computer Software:

(i) Technical data or computer software containing Limited Rights, Restricted Rights, Government Purpose Rights, Special License Rights, or Unlimited Rights legends; (ii) information or software marked Limited Distribution (LIMDIS); (iii) information or software marked Source Selection Information; (iv) contract proposal information marked pursuant to FAR 52.215-1(e) limiting its use for proposal evaluation purposes only; (v) information and computer software marked Contractor Proprietary or a similar legend; (vi) data known by the Contractor to be protected by the Privacy Act; and (vii) information and software marked For Official Use Only (FOUO).

(2) For other information or software accompanied at time of disclosure by a written legend identifying use or disclosure restriction time periods, the expiration date shall be as stated in or derived from the legend.

(3) For all other Protected Information and Computer Software, the expiration date shall be 3 years from the date the information or software is first disclosed to the Seller.

(c) *Unauthorized Use or Disclosure.* The Seller shall immediately notify Boeing of any unauthorized use or disclosure known by the Seller of Protected Information and Computer Software in violation of the obligations contained in this clause.

(d) *Disposition.* At the conclusion of performance of work under this contract, the Seller shall immediately return to Boeing all Protected Information and Computer Software in its possession. Furthermore, if an employee of the Seller who has had access to Protected Information and Computer Software is terminated or reassigned and thus is no longer performing work under this contract, the Seller shall immediately return all Protected Information and Computer Software in the employee's possession. Moreover, if a Seller's employee is dedicated to support a specific NGA Office or Directorate or NGA program under this contract, but is subsequently reassigned to support another NGA Office or Directorate or NGA program under this contract, the Seller shall immediately return all Protected Information or Computer Software in the employee's possession previously furnished by Boeing. In lieu of returning Protected Information and Computer Software, Boeing may authorize the destruction of the information or the transfer of the information to another employee of the Seller working under the contract. Finally, this clause shall not be interpreted as preventing the Seller from retaining records required by statutes or other clauses of this contract, such as FAR 52.215-2 Audit and Records--Negotiations.

(e) *Third party beneficiaries.* This clause is executed for the benefit of the Government, Boeing, and the owners of Protected Information and Computer Software. The Government, Boeing, and the owners of Protected Information and Computer Software (and their delegates, successors and assignees) are third party beneficiaries of the above obligations who may have additional legal rights not specified in this clause.

(f) *Duration.* The above obligations imposed by this clause shall survive the termination or completion of this contract.

(g) *Classified Information.* This clause is in addition to and in no manner abrogates requirements, obligations or remedies regarding the protection of classified information and does

not supersede the requirements of any laws, regulations, other directives or nondisclosure agreements regarding classified information.

(h) *Other Restrictions.* This agreement does not abrogate any other obligations currently placed upon the Seller or which may be imposed upon the Seller in the future by the Government, Boeing, or other persons; or remedies afforded those persons regarding those obligations.

(i) *Nondisclosure agreements.* The Seller shall require and ensure that each of its employees who may receive or be given access to Protected Information and Computer Software signs the nondisclosure agreement attached to this contract prior to the employee performing work under this contract covered by the nondisclosure agreement. The Seller shall maintain copies of signed nondisclosure agreements for a period of at least three years after final payment under this contract. At the direction of Boeing, the Seller shall make those agreements available for inspection by Boeing and will furnish Boeing copies of those agreements at no additional cost to the Boeing if requested.