

CUSTOMER CONTRACT REQUIREMENTS
Korea E-737 (AEW&C BOA)
CUSTOMER CONTRACT KFX-DAPA-83AM08013 (KD83AM08013)

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

Customer Contract Requirements (Direct Commercial Sales)

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

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

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.

252.225-7001 Buy American and Balance of Payments Program (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows:
(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

252.225-7012 Preference for Certain Domestic Commodities (DEC 2017).

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.

252.246-7008 Sources of Electronic Parts (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies

containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).

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A. MAINTENANCE OF SECRECY

1. Seller warrants that any data or information related to this Contract, originally developed by the Republic of Korea, shall be held and preserved as "Confidential Matters of the Republic of Korea." Seller further warrants that any data or information related to this Contract, originally developed by Buyer shall be held and preserved as "Confidential Matters of The Boeing Company." Seller warrants that any document provided by Buyer in relation to this Contract shall be protected in accordance with the equivalent U.S. or Korean security classification.
2. Any documents or correspondence in relation to and in connection with this Contract, whether or not marked "Confidential," therein, shall not be divulged in any way outside of Seller's organization and shall not be disclosed or released to any other unauthorized person or corporation with Buyer's written consent.

B. PROPER CONTRACT PRICE

1. Seller guarantees that all the prices specified in this Contract do not include any improper costs, and warrants that this Contract is made directly between Seller and Buyer.
2. Seller will do its best to provide that the prices stated in this Contract do not exceed Seller's regular prices adjusted by the export differential, and the prices are not higher than those stated to other buyers similarly situated at the time of conclusion of this Contract.

D. INTELLECTUAL PROPERTY RIGHTS

1. In case of any claim, suit, or action of a third party alleging that any service or part provided by Seller under this Contract infringes on an intellectual property right, Seller shall, at its own expense and option, conduct the following actions:
 - a. Settle the claim in an amicable way such as reconciliation with the claimant;
 - b. Procure for the Buyer or Buyer's Customer, the right to use such repaired item(s) provided by Seller under this Contract in a manner specified in this Contract;
 - c. Replace or modify the service or part with an equivalent but non-infringing alternative service or item that conforms to the specifications of this Contract; or
 - d. Defend against such claims. If any court of competent jurisdiction issues an injunction prohibiting use of any service or part provided by Seller, Seller shall take at its own option one of the actions described under a through c above.

F. SPECIAL PROVISION FOR PROHIBITION OF ANY DIRECT OR INDIRECT SALE OF GOODS/SERVICE TO NORTH KOREA

1. Any direct or indirect sale of the Goods/Service to North Korea is prohibited. The Goods/Services stated herein includes any related technical data and information.
2. Seller warrants that any goods/service same as or similar to the Goods/Service provided shall not be sold or transferred to North Korea, regardless of whether or not Seller is involved directly in such sale or transfer.
3. In case Buyer has obtained the information that Seller has violated these special provisions, Buyer shall:
 - a. Make a claim for recovery of all payments made to Seller, and (in this case, the Goods/Service delivered or in transit for delivery shall be returned to Seller at Seller's risk and expense,) and

- b. Make a claim for recovery of other losses incurred to Buyer.
4. The term "sale" or "transfer" used herein covers lease, release, assignment or any other possession of the Goods/Services stated herein.
5. These special provisions are incorporated in and made part of this Contract, and shall survive all other terms and conditions under this Contract.
6. Where an agent for the Seller is involved in this contract, these special provisions are binding upon such agent.

G. SPECIAL TERMS AND CONDITIONS FOR INTEGRITY PLEDGE

1. The purpose of this clause is to stipulate what constitutes violation of the Integrity Pledge and penalties for such violation.
2. Seller and any agent shall be aware of what is stipulated in the Integrity Pledge, as accepting and fulfilling this Contract, including prohibition of offering valuables or entertainment, and requesting certain information.
3. In the event there is any violation of the Integrity Pledge in the areas listed below by Seller, the DAPA holds the right to restrict participation in programs as stipulated in Defense Acquisition Program Act (article 59, Enforcement Decree articles 70 & 58):
 - a. Promise or provision of payment or entertainment to the relevant public servants (including members of committees and/or subcommittees, as well as expert consultants in accordance with regulation 16 of Defense Program Management Regulation) to influence decisions or in the course of bidding, contract award, or signing & implementing a contract.
 - b. Request of certain information for a defense program.
 - c. Disclosure of certain information to a third party without approval, including R&D results obtained during implementation of the contract.
 - d. Taking money, wrongful action, or unfair measures against subcontractor(s) by abusing the position as the contractor in the course of signing a contract or implementing a program with a subcontractor.
4. In the event there is an action that constitutes a violation of the Integrity Pledge, Buyer is entitled to terminate the Contract.