

CUSTOMER CONTRACT REQUIREMENTS
HLTC For Surveillance and Control Capability
CUSTOMER CONTRACT LW-WF/4500415390 (LW-WF 4500415390)

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 below. In all of the following clauses, "Contractor" and "Offeror" mean Seller. Certain clauses below may be deemed inapplicable if the parts being purchased under this Contract previously had commercial item determinations (CIDs) completed and approved for identical parts.

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.

252.209-7010 Critical Safety Items (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: Items delivered under the Contract are considered critical safety items if they have previously been designated as critical safety items under a prior contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

252.223-7003 Change in Place of Performance-Ammunition and Explosives(DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223-7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer, which shall be obtained through Buyer.

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."

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies(DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

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 (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).

252.225-7011 Restriction on Acquisition of Supercomputers(JUN 2005).

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

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools(JUN 2005).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings(JUN 2011). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate(DEC 2006).

252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program-Basic (DEC 2017). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

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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NSPA Security

1. In the performance of this contract, Seller(s) are required to comply with NATO security regulations as implemented by the NSA/DSA of the nation in which the work is performed or in the contracts involving NR information only as established in the Contract Security Clause.
2. All classified information and material shall be protected in accordance with the requirements established by the NSA/DSA of the nation in which the work is performed or in the case of NR information as may also be established in the Contract Security Clause.
3. Seller(s) shall comply with any procedure established with respect to the dissemination of NATO classified information in connection with the contract or sub-contract.

4. Any person taking part in the performance of work the classified parts of which are to be safeguarded, must possess the appropriate NATO security clearance issued by his NSA/DSA. The level of this clearance must be at least equal to the security category of the materiel, the related information or specifications where NC or above is involved
5. Unless specifically authorized to do so by Buyer, the Seller may not pass on any NATO classified information to any third party to whom a request to supply goods or services has been submitted.
6. No change in level of classification or de-classification of documentation or materiel may be carried out unless written authority in this respect is obtained from Buyer.
7. No CIS may be used for processing classified information without prior accreditation by the responsible authorities.
8. The Seller shall destroy or return any classified information provided or generated under the contract unless the contracting authority has given written approval to retain such classified information, e.g. for warranty purposes.
9. The Seller shall be required to acknowledge receipt of an accompanying SAL or Program Security Instruction (PSI) that is made part of the applicable contract and confirm that it understands the security aspects defined. With respect to contracts involving only NR information the Seller shall also be required to confirm that it will comply with the provisions of the Contract Security Clause and specifically that any company CIS used to handle or process NR classified information has been appropriately security accredited.

NSPA Representatives and Verification

1. Subject to prior notification, Buyer and NSPA representatives will have reasonable access to the premises where the work required by the Contract is being undertaken and to observe or inspect any work or test performed. Accordingly, the Seller undertakes to permit such access to its own premises and to ensure that similar rights are included in the terms and conditions of all subcontracts.
2. Upon Buyer request, the Seller shall make available to Buyer and NSPA all relevant drawings, specifications, procedures, tools, measuring instruments, test equipment, and records.
3. Alternatively, NSPA may perform quality assurance inspections whenever it deems necessary, in accordance with AQAP or contractual requirements.

Intellectual Property Rights – Vesting in NATO

1. All intellectual property rights of any nature in the results generated in the performance of work under the HLTC Contract as defined in the Statement of Work and recorded in any written or other tangible form (the 'Results'), with the exception of background information and COTS, shall vest in and be the property of NATO. The background information will be listed in the contract and NATO will have no IPR on this background information.

2. NSPA and NATO Member Nations may use, have used, copy and disclose the Results (limited to the foreground information) by itself or through third parties for AFSC purposes, including national Government Purposes in the context and framework of their choice, subject to the Seller's patents and design rights (registered or unregistered) and to the rights of third parties not employed in the performance of work under the Contract.
3. Buyer and NSPA shall determine whether any of the Results should be protected by patent or other protection. The costs of patent or like protection shall be borne by NSPA. The Seller shall assist NSPA in filing and executing documents necessary to secure that protection.
4. The Seller shall mark any copyright work comprising Results with the legend: "© NSPA-owned copyright [insert the year of generation of the work]".
5. Unless otherwise agreed with Buyer, the Seller shall retain a copy of the Results together with records of all work done for the purposes of the Contract for six years after the completion of the Contract.
6. Buyer and, or, NSPA shall have the right to require the Seller to furnish NSPA with copies of any and all of the Results and such records for so long as they are retained by the Seller.
7. The Seller shall treat the Results as if received in confidence from NSPA and:
 - a. shall not copy, use or disclose to a third party any of the Results without the prior written consent of Buyer or NSPA, except that the Seller may without prior consent, copy and use the Results, and disclose the Results in confidence to its officers, employees and sub-contractors, to such extent as may be necessary for the performance of the Contract or any sub-contract under it and
 - b. shall take all reasonable precautions necessary to ensure that the Results are treated in confidence by those of its officers, employees and sub-contractors who receive them and are not further disclosed or used otherwise than for the purpose of performing work or having work performed for Buyer or NSPA under the Contract or any subcontract under it.
8. The Seller shall not be in breach of the confidentiality obligations contained in this Condition where it can show that any disclosure of the Results was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Seller shall ensure that the recipient of the Results is made aware of and asked to respect its confidentiality and, wherever possible and permitted by law, shall notify Buyer and NSPA as soon as practicable after becoming aware that such disclosure is required. Such disclosure shall in no way diminish the obligations of the Seller under this Condition.
9. The Seller shall be entitled to request consent from NSPA via the Buyer to re-use (under licence or otherwise) the Results (limited to the foreground information) and intellectual property rights vested in NATO by virtue of Clause 1 for other purposes than AFSC and national purposes related to AFSC, including but not limited to, tendering for other work for NSPA or work for another NATO Agency or work for NATO Member Nations including their national Government Purposes.

Confidentiality

1. The Seller shall keep confidential any information obtained under or in connection with the Contract and shall not divulge the same to any third party without the consent in writing of the Buyer.
2. The provision of this Part shall not apply to:
 - a. Any information in the public domain otherwise than by breach of the Contract.
 - b. Information in the possession of the receiving party before divulgence as aforesaid.
 - c. Information obtained from a third party who is free to divulge the same.
3. The Seller shall divulge confidential information only to those employees who are directly involved in the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
4. The Seller shall ensure that its subcontractors are bound by the requirements of this part.
5. The provisions of this Part shall continue in force notwithstanding the termination of the Contract.

Publicity and Public Relations

1. The Seller shall not make any press release or public statement concerning this contract without the prior written approval of NSPA provided through the Buyer.
2. The Seller agrees that, upon request, NSPA may provide copies of the signed contract to officials of NSPA's Customer Nation(s) who are or were directly involved in the procurement of the goods and / or services ordered hereunder.
3. The Seller shall not use the name, emblem or official seal of NSPA / NSPO or any abbreviation of the name of NSPA / NSPO in connection with its business or otherwise, unless prior authorized in