

CUSTOMER CONTRACT REQUIREMENTS
ACS (Airborne Reconnaissance Surveillance and Target Acquisition/Intelligence
Surveillance Reconnaissance (RSTA/ISR) system)
CUSTOMER CONTRACT W15P7T-08-R-T206

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 (Oct 1997). Any proposal will be submitted 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 (Jun 1999). 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 (Jan 2002), Alternate II (Oct 2001). This clause applies only if this contract exceeds \$550,000. and Seller is not a small business concern..

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. In paragraph (c), "Contracting Officer" shall mean Buyer. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS.

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.

52.222-20 Walsh-Healy Public Contracts Act (Dec 1996). This clause applies only if this contract exceeds \$10,000.

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.

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

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.

52.222-50 Combating Trafficking in Persons (Aug 2007). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer..

52.223-11 Ozone Depleting Substances (May 2001).

52.223-13 Certification of Toxic Chemical Release Reporting (Oct 1996). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

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).

52.227-1 Authorization and Consent (DEC 2007), Alternate I (Apr 1984).

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.

52.230-6 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.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (Dec 1994).

52.242-15 Stop Work Order (Aug 1989), Alternate I (Apr 1984). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer. In the first sentence of Alternate I, "the Termination clause of this contract" is modified to read "the Termination/Cancellation clause of this contract."

52.244-5 Competition in Subcontracting (Dec 1996).

52.244-6 Subcontracts for Commercial Items (Mar 2007).

52.245-1 Government Property (Jun 2007). This clause applies only if Government property is acquired or furnished for contract performance.

52.247-63 Preference for U.S.-Flag Air Carriers (Jun 2003). This clause only applies if this contract involves international air transportation.

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 (excluding paragraph (g)) (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.

252.211-7000 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.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (Apr 2007). Except paragraph (g) which is hereby deleted.

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

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

252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission After Award (May 2007). The term "Contractor" in paragraph (b) and the term "Contracting Officer" in paragraphs (c) and (d) means "Buyer." This clause applies only if this contract exceeds \$550,000.

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (May 2007). This clause applies only if this contract exceeds \$550,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

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

252.225-7013 Duty-Free Entry (Oct 2006). This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. See Section 5 for the information required by paragraph (j)(3) of this clause.

252.225-7032 Waiver of United Kingdom Levies (Apr 2003). This clause applies if this contract is over \$1,000,000 and is with an United Kingdom firm..

252.225-7033 Waiver of United Kingdom Levies (Apr 2003).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004). This clause applies only if this contract exceeds \$500,000.

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).

252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 1995). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

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.

252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (Dec 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

252.231-7000 Supplemental Cost Principles (Dec 1991).

252.234-7001 Notice of Earned Value Management System (Apr 2008). This clause applies only if 252.234-7002 is applicable.

252.234-7002 Earned Value Management System (Apr 2008). This clause applies only if it is indicated elsewhere in this contract that Seller must use an earned value management system (EVMS).

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.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services (Dec 1991). This clause applies only if this contract requires securing telecommunications.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jan 2007).

252.246-7003 Notification of Potential Safety Issues (Jan 2007).

This clause applies only if this subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

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.

252.249-7002 Notification of Anticipated Contract Terminations or Reduction (Dec 2006). This clause applies only if this contract is \$550,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

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).

52.222-26 Equal Opportunity (subparagraphs (b)(1) through (b)(11)) (Feb 1999).

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.

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

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.

252.246-7003 Notification of Potential Safety Issues (Jan 2007). This clause applies only if this subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

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.

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000). "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

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.

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

A. ACS TECHNICAL DATA AND COMPUTER SOFTWARE REQUIREMENTS

NOTE: It is the intention of the Government to include the following clause in any contract resulting from this solicitation. All offerors are cautioned that failure to accept this clause, or to otherwise address the concerns expressed therein to the satisfaction of the Contracting Officer, will be considered a technical deficiency and may result in the determination that such offeror is unsuitable for contract award.

In accepting this contract, the Contractor acknowledges that a critical aspect of this program is the acquisition by the Government of technical data and computer software, and sufficient rights therein, to enable the accomplishment of a number of Government objectives related to the program. Included among those objectives is the necessity to coordinate the development of the Aerial Common Sensor being developed hereunder with the development of the Distributive Common Ground Station - Army (DCGS-A) which will be developed under a different contract, possibly by a sister Service. In addition to current known requirements, future unknown interoperability requirements are also critical to the success of this program. Another included objective is the need for the Government to acquire the ability to both competitively maintain, and competitively improve, replicate, or replace the Aerial Common Sensor or any of its subsystems. The Contractor acknowledges that this aspect of the program is absolutely essential to its success and determines the value of the products produced under this contract to the Government. Further, the Contractor recognizes that the attainment of these objectives cannot be assured without the transfer of technical information, to include technical data and computer software, to the Government and across program lines. Toward that end, this contract requires the delivery of numerous items of technical data and computer software, in various stages of development, reflecting the Parties attempt to insure the requisite program co-ordination occurs and that the Government secures the ability to competitively maintain, replicate, improve or replace the ACS or any of its sub-systems. Beyond these delivery requirements, and to further insure the Governments access to all technical data and computer software necessary to effectuate the accomplishment of the above stated objectives, this contract also contains the Deferred Ordering of Technical Data and Computer Software clause, incorporated by reference in Section 2 (DoD FAR Supplement Clauses). That clause enables the Government to order the delivery of

additional technical data and computer software generated under the contract. While the incorporation of the Deferred Ordering clause provides a greater degree of assurance that the Government will be able to provide the necessary technical data and computer software associated with this program to the Distributive Common Ground Station Army program, and to meet its other objectives set out above, that measure alone is not enough. This is the case for two reasons. First, that clause does not assure the Government will secure sufficient rights in the technical data and computer software to meet its needs. Second, the clause only applies to technical data and computer software generated in the performance of work called for under the contract and additional data may be needed. In order to accommodate these two concerns, the Contractor agrees: that all technical data and computer software ordered pursuant to the Deferred Ordering of Technical Data and Computer Software clause will be furnished with Government Purpose Rights; and that the Government shall have the right to order, and the Contractor the obligation to deliver, any technical data and computer software which is neither otherwise required for delivery pursuant to this contract (except as set out in Provision ---) nor can be ordered pursuant to the Deferred Ordering of Technical Data and Computer Software clause and which technical data or computer software is used by the Contractor in the performance of this contract and necessary, at the sole discretion of the Contracting Officer, to insure the Government's ability to meet the objectives stated earlier in this clause. Technical data and computer software correctly categorized in this last category, should any be ordered, will be delivered with Special Purpose License Rights. Those rights will be the equivalent of Government Purpose Rights except the Government's use of the technical data and computer software will be limited to use on those programs in which compatibility or interoperability with the Aerial Common Sensor is required, and use by the Government and its contractors to competitively maintain, replicate, improve, or replace the ACS. The price for such technical data and computer software will not exceed the reproduction and delivery costs. The Government will not have the right to order, nor the Contractor the obligation to deliver, any commercial computer software or technical data related to commercial items other than that contained in standard sales brochures, pursuant to this clause, but may order detailed technical data and computer software detailing any changes made to such commercial computer software, or to technical data related to such commercial items, by the Contractor or any subcontractor hereunder. For the purposes of this clause, commercial computer software and commercial items are those sold in substantial quantity to the general public in the commercial open market. Finally, the Parties agree that the provisions of this clause will be flowed down to subcontractors at all tiers.

B. GOVERNMENT DATA RIGHTS

"Government Data Rights. The Government requires access to all technical data and computer software that is generated or used in the performance of tasks called for by this contract. The Contractor's format for technical data and computer software is acceptable. The Parties understand that the required Government access to technical data and computer software is not limited to that technical data and computer software which are specified to be delivered to the Government pursuant to any particular CDRL requirement or other clause in this contract. In executing the contract which includes this

clause, the Contractor agrees, at any time, and from time to time, during the course of the contract containing this clause, to permit the Government to read, review, print, download, copy, and/or photocopy any technical data or computer software generated pursuant to, or used in performance of, any effort associated with this contract. The technical data and computer software in question includes, but is not necessarily limited to: maintenance procedures, source code, and repair documentation as it exists at anytime during the life of the contract. Further, the Contractor agrees to secure the same obligation to the Government as it assumes in accepting this clause from its subcontractors at any tier with respect to technical data and computer software so generated or used by that subcontractor. Still further, the Contractor hereby authorizes complete, unencumbered visits to the Contractors plants, facilities, and factories by Government representatives as those representatives deem necessary to foster the ILS effort and agrees to secure that same right of access from its subcontractors at any tier. Finally, the Contractor, and its subcontractors, in accepting the contract, or any subcontract at any level, in which this clause is included, grant the Government a Specifically Negotiated License Right, as set out in DFARS 252.227-7013 and 252.227-7014, which provides the Government the right to use, including the right to copy, or have used, including the right to copy, by its contractors, any such technical data and computer software, which the Government read, reviewed, printed, downloaded, copied, and/or photocopied as a result of the rights granted by this clause, for depot maintenance purposes only. Specifically, the Government requires the contractor to provide objective evidence that a contractor developed process exist to understand latent defects during the course of the life-cycle of all computer software that is generated, developed, or used when performing the tasks called for by this contract. Along with all other measurement data, within thirty days from the start of the contract the contractor shall provide the forecasted latent defects measurement data for each month within the duration of the contract. Every thirty days during the execution of the contract, the contractor shall provide the number of actual defects found."