CUSTOMER CONTRACT REQUIREMENTS
Condor
CUSTOMER CONTRACT 25-D-5001

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 products and/or commercial services under a Government prime contract, as defined in FAR Part 2.101, Section 3 replaces the requirements of Sections 1 and 2 below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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 (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.203-7 Anti-Kickback Procedures (JUN 2020). 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, excluding subparagraph (c)(1), applies if this contract exceeds the threshold specified in FAR 3.502-3(i) on the date of subcontract award.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). 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 (MAY 2014). This clause applies only if this contract exceeds the simplified acquisition threshold.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024). This clause applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of contract award. Acceptance of this Contract shall serve as the declaration by Seller, including the certification and disclosure in paragraphs (c) and (d) of this provision, required under 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.808 on the date of subcontract award. 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 (NOV 2021). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of contract award and has a performance period of more than 120 days.

52.203-14 Display of Hotline Poster(s) (NOV 2021). This clause applies if this contract exceeds the threshold specified in Federal Acquisition Regulation 3.1004 (b)(1) on the date of subcontract award, except if the contract is for the acquisition of a commercial product or commercial service, or is performed entirely outside the United States.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010).

52.203-16 Preventing Personal Conflicts of Interest (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of contract award, where Seller's employees will perform acquisition functions closely associated with inherently governmental functions, as defined in paragraph (a) of the clause. The term "Contracting Officer" means "Buyer." In paragraph (a), under the definition of "Covered employee", in subparagraph (1) "Contractor" means "Seller" and in subparagraph (2), the term "subcontractor" means "Seller" and "Contractor" means "Buyer" if Seller is a self-employed individual.

52.203-17 Contractor Employee Whistleblower Rights (NOV 2023).

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-2 Security Requirements (MAR 2021). The reference to the Changes clause means the changes clause of this Contract. This clause applies only if the Contract involves access to classified material.

52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011). 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.

52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (JUN 2020). (DEV 2026-O0038) Delete all paragraphs and replace with the following: "If Seller meets the executive compensation reporting requirements of 52.204-10, Seller shall provide the required executive compensation information by maintaining an active registration in the U.S. government System for Award Management (SAM) in accordance with 52.204-7. The required information of 52.204-10 will be made public."

52.204-13 System for Award Management Maintenance. (OCT 2018).

52.204-21 Basic Safeguarding of Covered Information Systems (NOV 2021).

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023).
In paragraph (c)(1), the term "Government" shall mean "Government or Buyer" and the term "Contracting Officer" shall mean "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021).

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023).
In paragraph (b), if an exception has been granted by the Contracting Officer, notice shall be provided to Seller through Buyer.

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023).
Paragraph (c)(1) is deleted and reserved. The terms "Contractor" and "contractor" mean "Seller." In paragraph (b)(3) the term solicitation refers to the solicitation from the Government. In paragraphs (b)(5)(i)(A), (c)(3)(i), (c)(4)(i)(C), the term "Government" means "Government or Buyer." In paragraphs (c) and (d) the terms "contracting officer" and "Contracting Officer" mean "Buyer." Paragraph (c)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. In paragraph (c)(3)(i), reference to paragraph (c)(3)(ii) is deleted and the last sentence is deleted and replaced with the following: For indefinite delivery contracts, Seller shall report to Buyer. Paragraph (c)(3)(ii) is deleted and reserved. In paragraph (c)(4)(ii), "10 business days" is replaced with "5 business days." In paragraph (e)(2) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCA orders in the contract that are not in SAM apply to the contract and all subcontracts.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (NOV 2021). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award. Seller agrees it is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, proposed for debarment or voluntarily excluded by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.

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 2020). This clause applies if this contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) for which cost or pricing data is required, or (iii) that require Seller to furnish reports as discussed in paragraph (e) of this clause. Notwithstanding the above, Buyer's rights to audit Seller are governed by the Financial Records and Audit article of the General Provisions incorporated in the Contract.

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011). 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 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 Certified Cost or Pricing Data -- Modifications (JUN 2020). This clause applies if there is modification to the contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-4 (a)(1) on the date of execution of the modification, except the clause does not apply to any modification if an exception under FAR 15.403-1(b) applies. "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 Certified Cost or Pricing Data (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-3(a) or if there is a contract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data in FAR 15.403-3(a), 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 "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications (JUN 2020). This clause applies if this contract exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-4(a)(1) on the date of agreement on price or the date of award, whichever is later. 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 (NOV 2021). This clause applies except for contracts at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of contract award; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial products and commercial services; and petroleum products. Paragraph (b) of the clause is deleted.

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010). 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 Post-Retirement Benefits (PRB) Other Than Pensions (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 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (NOV 2021). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

52.215-23 Limitations on Pass-Through Charges. (JUN 2020). This clause applies if the contract is a cost-reimbursement contract that exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of contract award. If the contract is with DoD, then this clause applies to all cost-reimbursement contracts and fixed-price contracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-4 on the date of contract award. In paragraph (c), "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (FEB 2024).

52.219-8 Utilization of Small Business Concerns Deviation (JAN 2024).

52.219-9 Small-Business Subcontracting Plan (SEP 2023). This clause applies if this contract exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award 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 Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10) (v), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vii), Seller agrees to provide the prime contract number, its own unique entity identifier, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans. In accordance with paragraph (d)(10)(vi), the following information is provided: (1) the prime contract number is _25-D-5001_, (2) Buyer's unique entity identifier is _JJM4FRDZJDX1_, and the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISRs is (contact Buyer's Authorized Procurement Representative.)

52.219-9 Small-Business Subcontracting Plan Alternate III (JUN 2020).

52.219-9 Small-Business Subcontracting Plan Alternate II (NOV 2016). This clause applies if this contract exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award and Seller is not a small business concern. **52.219-28 Post-Award Small Business Program Representation** (FEB 2024). In paragraphs (b) and (c) , delete "...or, if applicable paragraph (h) of this clause..." Delete paragraph (c) and insert the following paragraph (d) in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (e) and (h). Delete paragraph (f) and insert the following paragraph (f) in lieu thereof: "Seller shall make the representation required by paragraphs (b) and (c) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's SPVR system."

52.222-1 Notice to the Government of Labor Disputes (FEB 1997). The terms "Contracting Officer" shall mean Buyer.

52.222-19 Child Labor - Cooperation with Authorities and Remedies (FEB 2024). In paragraph (b), the term "solicitation" refers to the prime solicitation. In paragraph (d), "Contracting Officer" means Buyer.

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020). This clause applies if this contract exceeds or may exceed the threshold specified in FAR 22.602 on date of award of the prime contract.

52.222-35 Equal Opportunity for Veterans. (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.

52.222-37 Employment Reports on Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010).

52.222-41 Service Contract Labor Standards (AUG 2018). This clause applies if this contract is subject to the Service Contract Labor Standards statute. Where applicable, Wage Determination(s) shall be attached to the purchase contract at the time of award, or furnished upon request.

52.222-50 Combating Trafficking in Persons (NOV 2021). The term "Contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-50 Combating Trafficking in Persons Alternate I (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-54 Employment Eligibility Verification (MAY 2022). This clause applies to all subcontracts that (1) are for (i) services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than $3,500; and (3) includes work performed in the United States.

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (e)(4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021). This clause applies only if Seller delivers hazardous material under this contract. In paragraph (e), the term Contracting Officer means Buyer. In paragraphs (f) and (h), the term Government means Government or Buyer.

52.223-7 Notice of Radioactive Materials (JAN 1997). This clause applies only if this contract involves (i) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (ii) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024).

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (MAY 2024).

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving (JUN 2020). This clause applies if the contract exceeds the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.224-2 Privacy Act (APR 1984). This clause applies only if Seller is required to design, develop, or operate a system of records contemplated by this clause.

52.225-1 Buy American - Supplies (OCT 2022). The term "Contracting Officer" shall mean Buyer the first time it is used in paragraph (c). In paragraph (d), the phrase "in the provision of the solicitation entitled 'Buy American Certificate' is deleted and replaced with "in its offer."

52.225-13 Restriction on Certain Foreign Purchases (FEB 2021).

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 26.404 on the date of subcontract award and Seller will perform the provision, service, or sale of food in the United States under this contract.

52.227-1 Authorization and Consent (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award.

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020). This clause applies if the contract is expected to exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of subcontract award. A copy of each notice sent to the Government shall be sent to Buyer.

52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007).

52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

52.227-14 Rights in Data--General (MAY 2014). This clause applies only if data, as defined in paragraph (a) of the clause, will be produced, furnished, or acquired under this contract.

52.227-21 Technical Data Declaration, Revision, and Withholding of Payments-Major Systems (MAY 2014). The term "Contracting Officer" shall mean "Buyer." In paragraph (b) (2), the term "Government" shall mean "Buyer."

52.227-22 Major System-Minimum Rights (JUN 1987).

52.228-5 Insurance - Work on a Government Installation (JAN 1997). This clause applies to

contracts that requires work on a Government installation. In paragraph (b) and (b)2, "Contracting Officer" shall mean "Buyer". In paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer". Seller shall provide and maintain insurance as set forth in this contract, which is _25-D-5001_.

52.230-2 Cost Accounting Standards (JUN 2020). Paragraph (b) is excluded. Seller shall comply with all CAS in effect on Seller's award date or if Seller has submitted certified cost or pricing data, on the date of final agreement on price as shown on Seller's signed Certificate of Current Cost or Pricing Data. If Seller is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the FAR applies.

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m).

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013).

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

52.234-1 Industrial Resources Developed Under Title III Defense Production Act (SEP 2016).

52.234-4 Earned Value Management System (NOV 2016). This clause applies to those subcontractors specified elsewhere in this contract. In (b) (2) "Contracting Officer" means Buyer. In (c) Government means Buyer and "may" is substituted for "will." In (d) "Contracting Officer" means Buyer. In (e) delete the last two sentences. Seller agrees to notify Buyer in writing when a waiver or change is approved by the CFA. In (f) "Contracting Officer" means Contracting Officer or Buyer and Government means Government or Buyer.

52.240-1 Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities (NOV 2024).

52.244-6 Subcontracts for Commercial Products and Commercial Services (NOV 2024). The clauses in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.

52.245-1 Government Property (SEP 2021). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean the Government or the Buyer.

52.246-4 Inspection of Services - Fixed Price (AUG 1996). The term ""Government"" means ""Government and/or Buyer,"" except in paragraph (e) the second time it appears, and paragraph (f), where the term ""Government"" means ""Buyer.""

52.246-5 Inspection of Services-Cost-Reimbursement (APR 1984). The term "Contractor" means "Seller" and the term "Government" means "Government and/or Buyer" except in paragraph (d) the second time it appears, and paragraph (e) where the term "Government" means "Buyer."

52.246-11 Higher-Level Contract Quality Requirement (DEC 2014). For the applicable higher-level quality standards, refer to the quality requirements defined at the contract line item level.

52.246-26 Reporting Nonconforming Items (AUG 2024). In paragraph (b)(3), instructions from the Contracting Officer will be provided through Buyer.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021). This clause does not apply if this contract is for the acquisition of commercial products or commercial services unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

52.248-1 Value Engineering (JUN 2020). This clause applies only if this contract is valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award. The term "Contractor" means Seller. The term "Contracting Officer" means Buyer. The term "contracting

office" means US Government contracting office. The term "Government" means Buyer except in subparagraph (c)(5). The term "Government" does not mean Buyer as it is used in the phrase "Government costs". Paragraph (d) shall read as follows: The Seller shall submit VECP's to the Buyer. Subparagraph (e)(1) shall read as follows: The Buyer will notify the Seller of the status of the VECP after receipt. The Buyer will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP. Paragraph (m) shall read as follows: (m) Data. The Seller may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts: These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Buyer and Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Buyer's and Government's right to use information contained in these data if it has been obtained or is otherwise available from the Seller or from another source without limitations. If a VECP is accepted, the Seller hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights or Government purpose rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and Seller shall appropriately mark the data. (The terms "unlimited rights" a "limited rights" and "Government purpose rights" are defined in Part 27 of the Federal Acquisition Regulation ("FAR") or Part 227 of the Defense FAR Supplement, as applicable.) Seller's share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

52.251-1 Government Supply Sources (APR 2012).

52.253-1 Computer Generated Forms (JAN 1991).

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 (JAN 2023). This clause applies only if this contract exceeds (i) $100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) $150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and is not for the purchase of commercial products, commercial services or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), 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.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022).

252.203-7003 Agency Office of the Inspector General. (AUG 2019). This clause applies if FAR 52.203-13 applies.

252.203-7004 DISPLAY OF HOTLINE POSTER (JAN 2023). The clause applies if the Contract exceeds the threshold specified in Defense Federal Acquisition Regulation Supplement 203.1004 (b)(2)(ii) on the date of Contract award, except if the contract is for the acquisition of a commercial product or commercial service.

252.204-7000 Disclosure of Information (OCT 2016). Seller shall submit requests for authorization to release information through Buyer. Seller shall submit written requests to Buyer a minimum of 25 days prior to proposed date of release.

252.204-7004 Antiterrorism Awareness Training for Contractors (JAN 2023). This clause applies when Seller performance requires routine physical access to a Federally-controlled facility or military institution.

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (JAN 2023). This clause applies to contracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including contracts for commercial products and commercial services.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (MAY 2024). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives. Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (JAN 2023).

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023). In paragraph (d), all required reporting shall be to Buyer.

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2023). This clause applies unless the contract is for COTS items. Seller is required to have completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for Controlled Unclassified Information (CUI) that is processed, stored, or transmitted on covered contractor information systems relevant to its performance that are not part of an information technology service or system operated on behalf of the government.

Seller represents and warrants that it is in compliance with the requirements of DFARS Clause 252.204-7020 as modified by the preceding paragraph.

252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material (DEC 1991). The term "Offeror" shall mean Seller. This clause applies only if this contract if an item being purchased contains precious metal. If responding to a solicitation, Bidder/Offeror shall comply with the requirements of this clause.

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAY 2019). In paragraph (b), the term "Contracting Officer" means Seller.

252.211-7003 Item Unique Identification and Valuation (JAN 2023). This clause applies if this Contract acquires any item for which unique item identification is required as defined in the Contract.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEC 2019). Paragraph (e) is deleted. If the Contract exceeds the applicable threshold specified in Federal Acquisition Regulation 19.702(a), has further subcontracting opportunities, and Seller participates in the Test Program described in DFARS 219.702-70, DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) is also included in the Contract.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) Alternate I (DEC 2019). Paragraph (e) of this clause is deleted.

252.219-7004 Small Business Subcontracting Plan (Test Program) (DEC 2022). This clause applies if Seller participates in the test program described in DFARS 219.702-70.

252.222-7000 Restrictions on Employment of Personnel (MAR 2000).

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (JAN 2023). This clause applies to all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of $1 million, except for contracts for the acquisition of commercial products or commercial services, including commercially available off-the-shelf-items. Seller agrees to flow down this clause to all covered subcontractors. Seller agrees by accepting this contract that it shall not enter into, and shall not take any action to enforce, any provision of any

existing agreements, as describe in paragraph (b)(1) of this clause, with respect to any of Seller's employees or independent contractors performing work for Seller related to this contract.

252.223-7001 Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract. The term Offeror means Seller.

252.223-7002 Safety Precautions for Ammunition and Explosives (NOV 2023). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

252.223-7003 Change in Place of Performance-Ammunition and Explosives (DEC 1991). This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.

252.223-7006 Prohibition on Storage, Treatment, And Disposal of Toxic Or Hazardous Materials (SEP 2014). This clause applies if the contract requires, may require, or permits Seller access to a DoD installation. Seller shall include this clause in any of their subcontracts.

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (NOV 2023). This clause applies only if (1) this contract, or a subcontract at any tier, is for the development, production, manufacture, or purchase of arms, ammunition, and explosives (AA&E) or (2) AA&E will be provided to Seller, or to a subcontractor at any tier, as Government-furnished property. "Arms, ammunition, and explosives (AA&E)" means those items within the scope (chapter 1, paragraph B) of DoD 5100.76, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

252.223-7009 Prohibition of Procurement of Fluorinated Fire-Fighting Agent for Use on Military Installations (MAR 2024).

252.223-7998 Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid Acid (APR 2023). This clause applies only if this contract is for the purchase of any covered items, including the acquisition of commercial products (including commercially available off-the-shelf items) and commercial services, containing perfluorooctane sulfonate or perfluorooctanoic acid.

252.225-7001 Buy American and Balance of Payments Program (FEB 2024). 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."

252.225-7002 Qualifying Country Sources as Subcontractors (MAR 2022).

252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award (JUL 2024). The term "Contracting Officer" means "Buyer." In paragraph (b), the phrase "or a first-tier subcontractor" is deleted. Paragraphs (c)(2) and (c)(5) are deleted. In paragraph (d)(2), the phrase "from the Contracting Officer or" is deleted.

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.

252.225-7012 Preference for Certain Domestic Commodities (APR 2022).

252.225-7018 Photovoltaic Devices--Certificate. (MAR 2024). If Seller will be utilizing Photovoltaic Devices in performance of this Contract, Seller shall complete the certification required by paragraph (d) and provide to Buyer. The term "offeror" means "Seller" throughout. Paragraph (b) is deleted.

252.225-7033 Waiver of United Kingdom Levies (APR 2003). This clause applies if the contract is over $1,000,000 and Seller is a U.K. firm. The term "Contracting Officer" shall mean Buyer.

252.225-7048 Export-Controlled Items (JUN 2013).

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (MAY

2024). This clause applies if the contract is for items containing a covered material, unless an exception in paragraph (c) of the clause applies.

252.225-7054 Prohibition on use of Certain Energy sourced from Inside the Russian Federation (JAN 2023). This clause applies if the Contract is for furnished energy at a covered military installation.

252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023).

252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JUN 2023). Seller represents and warrants that it does not provide any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR.

252.225-7061 Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations (JAN 2023). This clause applies if the contract is valued over $150,000 and is for the acquisition of covered items, including a contract for commercial products, including commercially available off-the-shelf items, and commercial services.

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (AUG 2024).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023). This clause applies only if this contract exceeds $500,000.

252.227-7013 Rights In Technical Data -- Other Than Commercial Products or Commercial Services (MAR 2023). This clause applies when technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7014 Rights In Other Than commercial Computer Software and Other than commercial Computer Software Documentation (MAR 2023). This clause applies when other than commercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7015 Technical Data – Commercial Products and Commercial Services (MAR 2023). This clause applies whenever any technical data related to commercial products or commercial services is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

252.227-7016 Rights in Bid or Proposal Information (JAN 2023).

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (JAN 2023).

252.227-7026 Deferred Delivery of Technical Data or Computer Software (APR 1988). This clause applies only if the delivery of data is required or 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 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). This clause applies if delivery of technical data is required under this contract. The terms 'Contracting Officer" and "Government" mean Buyer.

252.227-7037 Validation of Restrictive Markings on Technical Data (JAN 2023). This clause applies if Seller or Seller's subcontractors or suppliers at any tier will be delivering technical data under this Contract.

252.228-7005 Mishap Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (NOV 2019). The term "Administrative Contracting Officer" means Buyer.

252.231-7000 Supplemental Cost Principles (DEC 1991).

252.234-7002 Earned Value Management System Deviation (SEP 2015). Paragraph (k) of this clause is deleted. With the exception of paragraphs (i) and (j), Seller shall comply with EVMS requirements if Seller is identified to comply elsewhere in this contract.

252.234-7002 Earned Value Management System (MAY 2011). Delete paragraph (k). With the exception of paragraphs (i) and (j), Seller shall comply with EVMS requirements if Seller is identified to comply elsewhere in this contract.

252.234-7004 Cost and Software Data Reporting System. (NOV 2014). CSDR reporting is required by Seller if this contract exceeds $50 million. The last sentence in paragraph (b) is deleted.

252.235-7003 Frequency Authorization-Basic (MAR 2014). This clause applies only if this contract requires the development, production, construction, testing, or operation of a device that utilizes radio frequency spectrum. Seller shall, without further adjustment to contract price or fee, provide all necessary support and documentation to obtain radio frequency spectrum certification and/or authorization. The term "Contracting Officer" shall mean "Buyer."

252.235-7010 Acknowledgement of Support and Disclaimer (MAY 1995). In paragraph (a), the name of the contracting agency is _Proprietary_ and the Contract Number is _25-D-50001_. In paragraph (b), the name of the contracting agency is _Proprietary_.

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

252.239-7000 Protection Against Compromising Emanations (OCT 2019). In paragraph (b), Contracting Officer means Buyer.

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

252.243-7001 Pricing of Contract Modifications (DEC 1991).

252.244-7000 Subcontracts for Commercial Products or Commercial Services (NOV 2023).

252.246-7001 Warranty of Data-Basic (MAR 2014). The warranty period in paragraph (b) is three years from the Government's acceptance of the final items of data under this contract. "Government" and "Contracting Officer" shall mean Buyer.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The introductory text is deleted and only paragraphs (a) through (e) apply. In paragraph (c)(6), "Contracting Officer" means "Buyer."

252.246-7008 Sources of Electronic Parts (JAN 2023). 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).

252.249-7002 Notification Of Anticipated Contract Termination Or Reduction (DEC 2022). "Contracting Officer" shall mean "Buyer". Subparagraph (d)(1) shall be deleted. The phrase "Require that each such subcontractor" of subparagraph (d)(2) shall be deleted.

252.251-7000 Ordering From Government Supply Sources (AUG 2012). This clause applies only if Seller is notified by Buyer in writing 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 products and/or

commercial services 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:

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021). This clause applies if this contract exceeds the threshold specified in FAR 3.1004 (a) on the date of contract award and has a performance period of more than 120 days.

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010).

52.203-17 Contractor Employee Whistleblower Rights (NOV 2023).

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).

52.204-21 Basic Safeguarding of Covered Information Systems (NOV 2021).

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023).
In paragraph (c)(1), the term "Government" shall mean "Government or Buyer" and the term "Contracting Officer" shall mean "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021).

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023).
In paragraph (b), if an exception has been granted by the Contracting Officer, notice shall be provided to Seller through Buyer.

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition (DEC 2023).
Paragraph (c)(1) is deleted and reserved. The terms "Contractor" and "contractor" mean "Seller." In paragraph (b)(3) the term solicitation refers to the solicitation from the Government. In paragraphs (b)(5)(i)(A), (c)(3)(i), (c)(4)(i)(C), the term "Government" means "Government or Buyer." In paragraphs (c) and (d) the terms "contracting officer" and "Contracting Officer" mean "Buyer." Paragraph (c)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. In paragraph (c)(3)(i), reference to paragraph (c)(3)(ii) is deleted and the last sentence is deleted and replaced with the following: For indefinite delivery contracts, Seller shall report to Buyer. Paragraph (c)(3)(ii) is deleted and reserved. In paragraph (c)(4)(ii), "10 business days" is replaced with "5 business days." In paragraph (e)(2) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCA orders in the contract that are not in SAM apply to the contract and all subcontracts.

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition Alternate I (DEC 2023). Paragraph (c)(1) is deleted and reserved. The terms "Contractor" and "contractor" mean "Seller." In paragraph (b)(3) the term solicitation refers to the solicitation from the Government. In paragraphs (b)(5)(i)(A), (c)(3)(i), (c)(4)(i)(C), the term "Government" means "Government or Buyer." In paragraphs (c) and (d) the terms "contracting officer" and "Contracting Officer" mean "Buyer." Paragraph (c)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. In paragraph (c)(3)(i), reference to paragraph (c)(3)(ii) is deleted and the last sentence is deleted and replaced with the following: For indefinite delivery contracts, Seller shall report to Buyer. Paragraph (c)(3)(ii) is deleted and reserved. In paragraph (c)(4)(ii), "10 business days" is replaced with "5 business days." In paragraph (e)(2) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their

subcontractors, and suppliers under other contractual instruments, that the FASCA orders in the contract that are not in SAM apply to the contract and all subcontracts.

52.219-8 Utilization of Small Business Concerns (FEB 2024).

52.222-35 Equal Opportunity for Veterans. (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations or orders of the Secretary of Labor.

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020). This clause applies if this contract is in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of contract award, unless exempted by rules, regulations, or orders of the Secretary.

52.222-37 Employment Reports on Veterans (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010). This clause applies if the Contract exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.

52.222-50 Combating Trafficking in Persons (NOV 2021). The term "Contractor" shall mean "Seller", except in the paragraph (a) definition of Agent, and except when the term "prime contractor" appears, which shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer, Buyer's Authorized Procurement Representative" in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "Cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-50 Combating Trafficking in Persons Alternate I (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (e)(4) and (g). If the Government exercises a withhold identified in the paragraph (g) against Buyer as a result of the Seller's violation of its obligations under this clause, Buyer may impose that withhold against the Seller.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022). This clause applies if the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.224-3 Privacy Training Alternate I (JAN 2017).

52.224-3 Privacy Training (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer". This clause applies if Seller employees will (1) Have access to a system of records; (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) Design, develop, maintain, or operate a system of records.

52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016). This clause applies if the Contract will be performed outside the United States in areas of (1) combat operations, as designated by the Secretary of Defense; or (2) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area. In paragraph (d)(1), Contracting Officer shall mean "Contracting Officer or Buyer" and in paragraph (d) (3), Contracting Officer shall mean Buyer.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023). This clause applies to contracts with small business concerns. The term "Contractor" retains its original meaning.

52.244-6 Subcontracts for Commercial Products and Commercial Services (NOV 2024). The clauses in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021). This clause does not apply if this contract is for the acquisition of commercial products or commercial services unless (i) this contract is a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) items the Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (DEC 2022).

252.204-7004 Antiterrorism Awareness Training for Contractors (JAN 2023). This clause applies when Seller performance requires routine physical access to a Federally-controlled facility or military institution.

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (JAN 2023). This clause applies to contracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including contracts for commercial products and commercial services.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (MAY 2024). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives. Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION

SUPPORT (JAN 2023).

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023). In paragraph (d), all required reporting shall be to Buyer.

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2023). This clause applies unless the contract is for COTS items. Seller is required to have completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment for Controlled Unclassified Information (CUI) that is processed, stored, or transmitted on covered contractor information systems relevant to its performance that are not part of an information technology service or system operated on behalf of the government.

Seller represents and warrants that it is in compliance with the requirements of DFARS Clause 252.204-7020 as modified by the preceding paragraph.

252.211-7003 Item Unique Identification and Valuation (JAN 2023). This clause applies if this Contract acquires any item for which unique item identification is required as defined in the Contract.

252.223-7002 Safety Precautions for Ammunition and Explosives (NOV 2023). This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

252.223-7003 Change in Place of Performance-Ammunition and Explosives (DEC 1991). This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.

252.223-7998 Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid Acid (APR 2023).

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.

252.225-7048 Export-Controlled Items (JUN 2013).

252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (MAY 2024). This clause applies if the contract is for items containing a covered material, unless an exception in paragraph (c) of the clause applies.

252.225-7054 Prohibition on use of Certain Energy sourced from Inside the Russian Federation (JAN 2023). This clause applies if the Contract is for furnished energy at a covered military installation.

252.225-7056 Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023).

252.225-7060 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JUN 2023). Seller represents and warrants that it does not provide any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR.

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (AUG 2024).

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (JAN 2023). This clause applies only if this contract exceeds $500,000.

252.227-7013 Rights In Technical Data -- Other Than Commercial Products or Commercial Services (MAR 2023). This clause applies when technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7015 Technical Data – Commercial Products and Commercial Services (MAR 2023). This clause applies whenever any technical data related to commercial products or commercial services is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

252.227-7037 Validation of Restrictive Markings on Technical Data (JAN 2023). This clause applies if Seller or Seller's subcontractors or suppliers at any tier will be delivering technical data under this Contract.

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JAN 2023). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

252.244-7000 Subcontracts for Commercial Products or Commercial Services (NOV 2023).

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The introductory text is deleted and only paragraphs (a) through (e) apply. In paragraph (c)(6), "Contracting Officer" means "Buyer."

252.246-7008 Sources of Electronic Parts (JAN 2023). 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).

4. AFFARS Clauses The following contract clauses are incorporated by reference from the Air Force Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" means Seller.

5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements (OCT 2019). Delete the first sentence and insert the following in lieu thereof: "This clause applies if this contract includes a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas."

5352.209-9000 Organizational Conflict of Interest (OCT 2010). Seller shall report any information required in accordance with this clause to Buyer.

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (NOV 2012).

5352.242-9000 Contractor Access to Air Force Installations (NOV 2012). Contracting Officer shall mean Buyer. In paragraph (e) the term "prime contractor" shall mean "Seller" and the term "issuing office" shall mean "Buyer."

5352.242-9001 Common Access Cards (CACs) for Contractor Personnel (NOV 2012). In paragraph (b) (1), the term "contracting officer" and "government" shall mean "Buyer."