

CUSTOMER CONTRACT REQUIREMENTS
KF-21 Block II Flight Test Hardware (GBU-56/31)
CUSTOMER CONTRACT 2603-KF21-JDAM

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. 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.

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (JAN 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.

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

A. FORCE MAJEURE

In accordance with the Force Majeure Article of the General Provisions, Seller shall notify Buyer in writing within 10 days after the beginning of any such cause. The notification shall include a written confirmation of the occurrence of the Force Majeure event issued by the Chamber of Commerce or a similar independent third party in the location where the event occurred. The notification shall indicate that (i) Seller could not reasonably foresee occurrence of the Force majeure event at the time of execution of this Contract; and (ii) Seller could not control the failure of or the delay in delivery of the Goods due to such Force Majeure Event.

B. MAINTENANCE OF SECRECY

1. Seller warrants that any data or information related to this Contract, will be held and preserved as "Confidential Matters of the KAI" in strict compliance with the relevant laws and regulations of the Republic of Korea. Seller further warrants that any data or information related to this Contract, originally developed by Buyer shall be held and preserved as "Confidential Matters of The Boeing Company." Seller warrants that any document provided by Buyer in relation to this Contract shall be protected in accordance with the equivalent U.S. or Korean security classification.

2. Regardless of whether or marked with "Confidential," all documents and communications in relation to this Contract shall not be disclosed or released in any way without Buyer's prior written consent.

3. Seller's obligations provided in this Article shall survive termination or completion of this Contract.

C. PROPER CONTRACT PRICE

1. Seller guarantees that all the prices specified in this Contract do not include any improper costs, and warrants that this Contract is made directly between Seller and Buyer.

2. Seller shall guarantee that the prices stated in this Contract do not exceed Seller's prices specified in any other non-US government contract with the same configurations, quantities, terms and conditions, and delivery period, and are not higher than those stated to other buyers similarly situated at the time of Contract effectivity.

D. INTELLECTUAL PROPERTY RIGHTS

1. If Buyer receives a claim that any service or part provided by Seller under this Contract infringes an Intellectual Property right, Seller shall, at its own expense and option, conduct the following actions:
 - a. Settle the claim in an amicable way such as reconciliation with the claimant;
 - b. Procure for the Buyer or Buyer's Customer, the right to use such service or part provided by Seller under this Contract in a manner specified in this Contract;
 - c. Replace or modify the service or part with an equivalent but non-infringing alternative that conforms to the specifications of this Contract; or
 - d. Defend against such claims. If any court of competent jurisdiction holds such Commodity to constitute infringement, Seller shall take at its own option one of the actions described under a through c above.
2. Notwithstanding the foregoing provisions, Seller will have no obligation under this article with regard to any infringement arising from (i) to the extent applicable, the compliance of Seller's service or part with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications, (ii) use of the service or part for other than their intended application, or (iii) the modification or combination of such service or part with other item(s) when such infringement would not have occurred from the use of such service or part solely for the purpose for which they were designed or sold by Seller.