

**CUSTOMER CONTRACT REQUIREMENTS**  
**Boeing Company Funds Request (CFR)**  
**CUSTOMER CONTRACT CF-26-0069**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. 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. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

**18-D-0107 / F-24-0000 Special Provisions .**  
**H200 COMMERCIAL COMPUTER SOFTWARE LICENSE**

(a) The Seller shall acquire the commercial computer software or commercial computer software documentation under the licenses provided in the Data Assertions Table, and those customarily provided to the public, except to the extent that the licenses are inconsistent with Federal procurement law (see DFARS 227.7202-1(a) and paragraph b below) or do not otherwise satisfy user needs. The Seller shall include the commercial licenses in an Appendix to the Data Assertions Table.

(b) The Seller shall ensure that:

1. The licenses are legally transferrable to the Government.
2. All the rights under the licenses will fully ensure to the benefit of and be transferred to the Government.
3. The license shall not subject the Government to the laws of a particular jurisdiction.
4. The license shall not comment on the entitlement to attorney fees if a matter goes to trial.
5. The license shall not attempt to have an individual other than a warranted Contracting Officer bind the Government to certain terms and conditions.
6. The license shall not be inconsistent with the Prompt Payment Act.
7. The license shall not attempt to impose a vendor lock-out provision, which is a mechanical or electronic method imbedded in the system that prevents unauthorized use or distribution of the program. This method can result in an impermissible unilateral change to the contract initiated by the vendor and involve a vendor having free access to a computer system that must be secure.
8. The license shall not state that it sets forth the entire agreement between the vendor and the Government because applicable Federal laws and regulations always govern Federal contracts.
9. The license shall not impose an automatic renewal provision on the Government or the possibility of unilateral price increases.
10. The license shall not permit the vendor to unilaterally terminate the contract or license.
11. The license shall not require the Government to pay any taxes or duties.
12. The license shall not state the sole remedy available to the Government is the refund of money.
13. The license shall not be inconsistent with FAR 52.233-1, DISPUTES (JUL 2002), FAR 52.249-6, TERMINATION (COST-REIMBURSEMENT) (MAY 2004), or FAR 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984).
14. The license shall not create a contingent liability for the Government.
15. The license shall not restrict the Government from using the product at various sites or

restrict the use of the product by various Government agencies or third parties performing work on behalf of the Government.

c) Any license that contains terms or conditions inconsistent with the restrictions laid herein shall be read out of the license and unenforceable by the contractor or its subcontractors.

d) The Seller shall provide copies of the license agreements within 90 calendar days of license purchase or at least 90 calendar days prior to the delivery of the license, whichever occurs first.

**H300 DELIVERY AND LICENSE RIGHTS FOR TECHNICAL DATA NECESSARY FOR OPERATION, MAINTENANCE, INSTALLATION AND TRAINING (OMIT)**

## (a) Definitions.

"OMIT Data" is defined for the purposes of this contract as all technical data, computer databases, and detailed manufacturing or process data (DMPD) pertaining to the Engineering, Manufacturing, and Development (EMD) contract that is required to successfully conduct all operation, maintenance, installation, and training activities, regardless of whether such activities are performed by military, civilian, or contract personnel.

"Operation" includes all procedures, guidance, and instructions for operating, handling, testing, emergency, utilization, familiarization, and functional use of the System to perform their intended functions. Data necessary for operation also includes all data to identify, catalog, stock, source, acquire, procure, replenish, package, handle, store, and transport of the System, its subsystems, assemblies, subassemblies, components, subcomponents, parts, and pieces.

"Maintenance" includes all scheduled and unscheduled organizational, intermediate, and depot-level maintenance and repair capabilities to maintain, inspect, test, service, adjust, troubleshoot, analyze, remove, replace, repair, install, disassemble, reassemble, and overhaul to maintain in, or restore to, a serviceable condition the System; and its subsystems, assemblies, subassemblies, components, subcomponents, parts, and pieces. Maintenance includes sustainment of the OMIT Data itself.

"Organization Level Maintenance" includes:

- Inspect, service, lubricate, and handle.
- Troubleshoot and repair unscheduled and scheduled maintenance for on-equipment failures.
- Remove, replace and install line-replaceable units, line-replaceable modules and other parts, minor assemblies, and subassemblies.
- Load software, cryptographic keys, munitions, and other mission-required items

"Intermediate Level Maintenance" includes:

- Calibrate, analyze, test, repair, or replace damaged or unserviceable shop-replaceable units, parts, components, or assemblies
- Manufacture, fabricate non-available parts
- Technical assistance for organizational-level
- Remove, disassemble, inspect, repair, treat, reassemble, install, test, and modify components

"Depot Level Maintenance" includes:

- Installation, inspection, localization, isolation, disassembly, interchange, repair, reassembly, alignment, checkout; and
- Maintenance performed, including modification, testing and reclamation on material requiring repair, major overhaul, or complete rebuild of parts, assemblies, subassemblies, and end items;
- Software maintenance; and
- Maintenance performed to maintain cyber security.

"Installation" includes the installation of all mission and support equipment necessary for the System. Installation encompasses everything necessary for the hardware and software installation and stand-up of the System, to include all subsystems, assemblies, subassemblies, components, parts, and pieces. It also includes infrastructure such as facility planning, site surveys, maintenance facilities, supply chain management, test cells, test stands and benches, tools, SE, communications, data links, security, data information technology, and all other data and planning necessary for the initial standup and continued operations, training, sustainment, and maintenance at all applicable sites, as defined by the government; as well as organizational, intermediate, and depot-level maintenance requirements in support of the System; and its subsystems, assemblies, subassemblies, components, subcomponents, parts, and pieces.

"Training" includes Type 1 training (IAW SSOW) and all other formal and informal classroom, simulation, ground operation, and supervised and unsupervised instruction in the operation of, use of, testing of, supply chain management of, and the organizational, intermediate, and depot-level maintenance of the System; and its subsystems, assemblies, subassemblies, components, parts, and pieces.

Other terms used herein, that are defined DFARS 252.227-7013, DFARS 252.227-7014, and DFARS 252.227-7015, have the same meaning as set forth in those clauses.

(b) License Rights. The Seller hereby grants or shall obtain for the Government unlimited rights in all technical data, computer databases, and graphics necessary for OMIT (other than detailed manufacturing or process data (DMPD)). Any exceptions to this grant for unlimited rights shall be identified and asserted as a restriction in the Data Assertions Table, and shall include any assertions.

(c) Technical Data. The Seller's obligations in this special contract requirement shall apply to all technical data developed, delivered, or otherwise provided by subcontractors and suppliers at any tier; regardless of whether the OMIT Data is, or relates to, commercial items or other than commercial items. The Seller shall include these requirements in its subcontracts or other contractual or legal instruments with its subcontractors and suppliers at any tier. The Seller shall ensure all subcontractors and suppliers at any tier replicate this clause.

(d) Validation of Asserted Restrictions and Restrictive Markings. Nothing in this special contract requirement limits or otherwise affects the parties' rights or obligations specified in DFARS 252.227-7019 or 252.227-7037. The Contracting Officer and Buyer reserve the right to validate any asserted restriction or restrictive marking, at a later date, in accordance with the procedures of these clauses.

**H500 DIGITAL INFRASTRUCTURE SEGMENT AND GOVERNMENT CHOSEN NETWORK MAKE AVAILABLE RIGHTS**

The Engineering and Manufacturing Development (EMD) and Low Rate Initial Production (LRIP) Statement of Work (SSOW) provides that the Seller shall "make available" certain information or products. This H clause defines the rights that the Seller shall make available for the requested information or product.

**(a) Definitions**

1. "Covered Government Support Contractors" shall have the meaning as defined in DFARS Clauses 252.227-7013, 252.227-7014, 252.227-7015.
2. "Make available" constitutes continuous Government access.
3. "Continuous Government Access" means that the information or products requested shall be provided immediately and in situ in the Digital Infrastructure Segment and Government Chosen Network.

**(b) License**

1. The Seller grants or shall obtain a royalty free, non-exclusive, irrevocable license to use, modify, reproduce, release, perform, disclose, or display any information or products provided in the Digital Infrastructure Segment and the Government-chosen Network to Government employees and covered Government Support Contractors.
2. The Government shall not release any information or products made available in the Digital Infrastructure Segment and the Government-chosen Network other than to Government employees and covered Government Support Contractors unless the information or product is provided with rights pursuant to a deliverable or the Government obtains rights pursuant to paragraph (b)(3) of this clause.
3. When make available information or products are not a deliverable under a Contract Data Requirements List (CDRL) or Seller Data Requirements List (SDRL), the Buyer will negotiate with the Seller to procure additional rights, if required.
4. The Seller's obligation to make available ends after the end of the delivery period on the contract to include options or after the last deliverable is delivered to the Buyer or Government, whichever is later.
5. The Seller shall flow this H clause down to its subcontractors and suppliers.

**H600 ENGINEERING MANUFACTURING AND DEVELOPMENT AND LOW RATE INITIAL PRODUCTION OTHER THAN COMMERCIAL COMPUTER SOFTWARE**

The Government shall have the following rights for Other than Commercial Computer Software delivered to the Government with Restricted Rights during the Engineering and Manufacturing Development (EMD) and Low Rate Initial Production effort:

**(a) Definitions**

1. "Computer software" shall have the meaning as defined in DFARS Clause 252.227-7014 and shall also include (to the extent not otherwise provided) scripts, tests, data, object code, executables, and documentation required to use the product for program purposes.
2. "Other than Commercial Computer Software," "Commercial Computer Software," "Unlimited Rights," "Government Purpose Rights," "Restricted Rights," "developed," "developed exclusively at private expense," "developed exclusively with government funds," and "developed with mixed funding" shall have the meanings provided in DFARS Clause 252.227-7014.
3. "Segments" includes all system segments.
4. "Use" covers actions such as modify, reproduce, execute, display, or disclose the computer software within the Government for program purposes. For the duration of this license, the computer software may be used to plan, develop, build, integrate, test, deploy, operate, and sustain across all Systems.

**(b) Application**

1. The subject Clause is only applicable to Other than Commercial Computer Software developed exclusively at private expense.

**(c) Exclusions**

1. The subject Clause does not apply to Other than Commercial Computer Software that was developed with mixed funding or developed exclusively with government funds.
2. The subject Clause does not apply to Other than Commercial Computer Software in which the Government is entitled to Unlimited Rights.
3. The subject Clause does not apply to Other than Commercial Computer Software in which the Government is entitled to Government Purpose Rights.
4. The subject Clause does not apply to Commercial Computer Software.
5. The subject Clause does not apply to Other than Commercial Computer Software that is open source, non-proprietary (i.e., interfaces or Application Programmer Interfaces).

**(d) License**

1. In addition to the rights granted to the Government in a Restricted Rights license or other license(s) provided under this contract, the Seller grants or shall obtain for the Government a limited-period, royalty free, nonexclusive, irrevocable license to use, execute, modify, reproduce, perform, or display Other than Commercial Computer Software delivered to the Government with Restricted Rights within the Government and to Covered Government Support Contractors under the limitations described at DFARS Clause 252.227-7013(b)(3)(iii) for program purposes.
2. Other than Commercial Computer Software subject to this Clause may be used by the Government to plan, develop, build, integrate, test, deploy, operate, and sustain all Systems.
3. The Government shall not use Other than Commercial Computer Software subject to this Clause for any other system and shall not disclose outside the Government and covered Government Support Contractors.
4. The Government's rights under this Clause shall remain in effect throughout the EMD delivery period and terminate thereafter.
5. This Clause shall apply to all Other than Commercial Computer Software updates (e.g., bug fixes) and upgrades (e.g., new features) that the Seller develops exclusively at private expense or through other contract vehicles during the period of the Government's license.
6. This Clause shall equally apply to all Other than Commercial Computer Software delivered or

otherwise provided by subcontractors and suppliers at any tier. All subcontractors and suppliers shall justify the rights asserted in Other than Commercial Computer Software in accordance with DFARS 252.227-7014 and 252.227-7017.

**Seller Employee/Subcontractor USA Citizenship Requirement.**

All work to be performed by the Seller shall be performed by US Citizens (Not US Persons) in accordance with the following direction.

1. This contract restricts Sellers employees that are participating in the design, development, analysis, and program management (etc ... ) of platform subsystems to solely US Citizens.
2. This requirement is applicable when the Sellers personnel are directly working with Boeing Procurement Specification requirements (PS) and Supplier Statement of Works (SSOW).
3. Should the Seller have concerns over the ability to satisfy the requirement, Seller shall contact the Buyer's Procurement Agent immediately and shall identify the names and citizenship of all non-US citizens proposed to work under any eventual contract.
4. A US Citizens exception will apply for personnel who are only involved in the fabrication, assembly, and production support functions at the Sellers facility. For Seller personnel only involved in the fabrication, assembly, and production support functions, there is not a US Citizen. The US Citizen flow down is not applicable to the Sellers tier 1, tier 2, etc... sources.

**H204 H204** . BDS Common clause H204 and the terms/clauses it contains apply to this contract. The current version of H204 may be found at the link below:

[https://www.boeingsuppliers.com/idscommon/clauses/clause\\_h.htm](https://www.boeingsuppliers.com/idscommon/clauses/clause_h.htm)