CUSTOMER CONTRACT REQUIREMENTS
IDIQ Delivery Order
CUSTOMER CONTRACT FA8628-19-D-1000-FA810720F0001

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.

52.203-6 Restrictions on Subcontractor Sales to the Government Alternate I (OCT 1995). 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.

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 2007). 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.

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.

52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020). 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.

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020). This clause applies if this contract exceeds simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

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

52.204-2 Security Requirements (AUG 1996). 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).

52.204-21 Basic Safeguarding of Covered Information Systems (JUN 2016).

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021). 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.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

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

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020). Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019). In paragraph (b), the term "Government" means "Government or Buyer". In paragraph (d)(1), all required reporting shall be to Buyer.

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.

52.208-8 Required Sources for Helium and Helium Usage Data (AUG 2018). This clause applies if

Seller will furnish a major helium requirement as defined in the clause. In paragraph (b)(2), "Contracting Officer" shall mean "Buyer" and "10 days" shall be "5 days".

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.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (JUN 2020). 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, or proposed for debarment 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, or proposed for debarment by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.

52.211-5 Material Requirements (AUG 2000). The term "Contracting Officer" shall mean "Buyer."

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)."

52.215-12 Subcontractor Certified Cost or Pricing Data (2018-O0015) Deviation (MAY 2018). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "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 Alternate I (AUG 2020). This clause applies if the Contract exceeds $2,000,000.

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 (JUN 2020). 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 items; 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 (JUN 2020). 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."

52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications Alternate I (OCT 2010).

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.

52.215-23 Limitations on Pass-Through Charges. Alternate I (OCT 2009). This clause applies to all cost-reimbursement subcontracts that 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. If the contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (OCT 2022).

52.219-8 Utilization of Small Business Concerns (OCT 2018).

52.219-9 Small-Business Subcontracting Plan (JUN 2020). 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 _FA8628-19-D-1000_, (2) Buyer's unique entity identifier is _

M25AW7P5S7K7_, 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). 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.

52.219-28 Post-Award Small Business Program Representation (NOV 2020). 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.

52.222-4 Contract Work Hours and Safety Standards-Overtime Compensation (MAY 2018). Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.
Seller shall comply with the provisions of paragraphs (a) through (d) of FAR 52.222-4, Contract Work Hours and Safety Standards—Overtime Compensation, as applicable to Seller. Seller shall insert those provisions in subcontracts that may require or involve the employment of laborers or mechanics and shall require its subcontractors to include those provisions in any such lower-tier subcontracts. Seller shall be responsible for compliance by its subcontractors and lower-tier subcontractors with those provisions. Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-19 Child Labor - Cooperation with Authorities and Remedies (DEC 2022). In paragraph (b), the term "solicitation" refers to the prime solicitation. In paragraph (d), "Contracting Officer" means Buyer.

52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2020). 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 (OCT 2020). 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).

52.222-51 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014). This clause applies only for exempt services under this Contract. Seller shall provide the certification contained in FAR 52.222-48 Exemption from Application of Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification, paragraph (a) to Buyer should Seller intend to rely on 52.222-51.

52.222-53 Exemption From Application Of The Service Contract Labor Standards To Contracts For Certain Services-Requirements (MAY 2014). This clause applies to contracts for exempt services.

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.

52.222-54 Employment Eligibility Verification (OCT 2015). This clause applies to all subcontracts

that (1) are for (i) commercial or noncommercial 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), (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.

52.222-55 Minimum Wages Under Executive Order 13658 (NOV 2020). 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), (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.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017). 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 (JUN 2016). Seller shall submit the information if required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance.

52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (JUN 2016). Seller shall submit the information required by paragraph (d)(1) to Buyer no later than October 15th of each year during contract performance, and at the end of contract performance.

52.223-15 Energy Efficiency In Energy-Consuming Products (MAY 2020).

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.

52.224-3 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.

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

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."

52.225-1 Buy American - Supplies Alternate I (OCT 2022). In paragraph (a) under the definition of "domestic end product", the first sentence of paragraph (1)(ii)(A) is replaced with the following: (A) The cost of its components minded, produced, or manufacture in the United States exceeds ___ percent of the cost of all its components. 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."

52.225-1 Buy American - Supplies (JAN 2021). 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).

52.225-26 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.

52.226-6 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.

52.227-1 Authorization and Consent Alternate I (APR 1984).

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.

52.227-11 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.

52.227-21 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."

52.228-5 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 _FA8628-19-D-1000_.

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.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). 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).

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984). This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

52.244-6 Subcontracts for Commercial Products and Commercial Services (MAR 2023). The clauses in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.

52.244-6 Subcontracts for Commercial Items (NOV 2020). The clauses in paragraph (c) (1) apply when Seller is providing commercial items under the Contract.

52.245-1 Government Property (JAN 2017). 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.

52.245-2 Government Property Installation Operation Services (APR 2012). This clause applies if this Contract is to be performed on a Government installation when Government-furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement. Delete the first sentence of paragraph (a) and insert the following in lieu thereof: "Certain Government property was furnished to Buyer by the Government in an 'as-is-where is' condition." Delete the second sentence of paragraph (a), and insert the following in lieu thereof: "Buyer makes no warranty regarding the suitability for use of said property by Seller under this contract." In the third sentence of paragraph (a), delete "as specified in the solicitation." In paragraph (b), "Government" means Buyer the first time it is used. Delete paragraphs (c) and (e).

52.246-2 Inspection of Supplies-Fixed Price (AUG 1996). The term “Government” means “Government and/or Buyer”, except in paragraph (b) the second time it appears, and paragraphs (f), (h), (j), and (l), where the term “Government” means “Buyer”. The term “Contracting Officer” means “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.

52.247-64 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.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items 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.

52.247-67 Submission of Transportation documents for Audit (FEB 2006). This clause applies if the contract is a cost-reimbursement contract. Paragraph (a) (2) is deleted. Documents shall be submitted to Buyer as specified elsewhere in this contract.

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 (DEC 2008). 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 items 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 (SEP 2013).

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 (AUG 2019). 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 aquisition of a commercial item.

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.

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016). 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 items.

252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. - International Atomic Energy Agency Additional Protocol. (JAN 2009). This clause applies only if this contract is subject to the provisions of U.S.-International Atomic Energy Agency Additional Protocol.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019). 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 (MAY 2016).

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2020). 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.

252.209-7010 Critical Safety Items (AUG 2011). Delete the second sentence in paragraph (b) and substitute the following sentence in lieu thereof: The identification of any designated critical safety items are included elsewhere in this contract. Delete paragraph (c) and insert the following in lieu thereof: Heightened quality assurance surveillance. Critical safety items identified and designated in accordance with paragraph (b) of this clause are subject to heightened, risk-based surveillance by Buyer and/or the Government.

252.211-7003 Item Unique Identification and Valuation (MAR 2016).
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.

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010). 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 items, 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 (MAY 1994). 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.

252.223-7006 Prohibition on Storage, Treatment, And Disposal of Toxic Or Hazardous Materials Alternate I (SEP 2014). This clause applies to this contract if it requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (SEP 1999). 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-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.

252.225-7001 Buy American and Balance of Payments Program (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

252.225-7002 Qualifying Country Sources as Subcontractors (DEC 2017).

252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award (OCT 2020). 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.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows: (c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the

United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

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

252.225-7013 Duty Free Entry (AUG 2025). This clause applies if the contract is for qualifying country components or nonqualifying country components for which Seller estimates that duty will exceed $200 per unit.
The term "Contractor" shall mean "Seller" when it is capitalized. In paragraph (a). "Government" means "Government or Buyer." The "number of the subcontract for foreign supplies" shall mean "this Contract number." Paragraphs (c)(2)(ii) and (h)(10)(ii) shall be modified as follows: "Competitive sale made, directed, or authorized by the Contracting Officer through Buyer." The notification in paragraph (h) shall be made to the Administrative Contracting Officer (ACO) and Buyer as soon as possible, but at least 60 days prior to each shipment.
Seller shall promptly provide any information requested by Buyer or the Government to support Seller's application for Duty-Free Entry.
It is the Seller's responsibility to request from Buyer any information required by Seller to obtain Duty-Free Entry. Seller is responsible for providing the Duty-Free Certificate to the U.S. Customs & Border Protection upon request by the required deadline to avoid any additional costs. Buyer is not responsible for the Government's denial of Seller's request for Duty-Free Entry for any reason, including Seller's products, shipping practices, or any delay, inaccuracies or failure to implement the processes for submitting information in compliance with this clause or Government instructions or guidance.

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

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

252.225-7021 Trade Agreements-Basic (DEVIATION 2020-O0019) Deviation (JUL 2020). In paragraph (c) (1), the phrase "in the Trade Agreements Certificate provision of the solicitation" is deleted.

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

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

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019). This clause applies only if this contract exceeds $500,000.

252.227-7013 Rights In Technical Data -- Noncommercial Items (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items 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 Noncommercial Computer Software And Noncommercial Computer Software Documentation (FEB 2014). This clause applies when noncommercial 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 Items (FEB 2014). This clause applies whenever any technical data related to commercial items 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 2011).

252.227-7019 Validation of Asserted Restrictions - Computer Software (SEP 2016).

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (MAY 2013). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer".

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 (SEP 2016).

252.227-7038 Patent Rights—Ownership By The Contractor (Large Business) (JUN 2012). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business concern or nonprofit organization.

252.228-7001 Ground and Flight Risk (JUN 2010). Seller acknowledges that the Customer Contract includes DFARS 252.228-7001, Ground and Flight Risk (JUN 2010) (the "GFRC"), and that the GFRC incorporates DCMA Instruction 8210.1 (5 April 2017), CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, by reference. Seller shall have procedures in place to implement the requirements of the GFRC and DCMA Instruction 8210.1 (5 April 2017), and to enable Buyer to meet its obligations under the prime 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.

252.234-7004 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.

252.234-7004 Cost and Software Data Reporting System. Alternate I (NOV 2014). CSDR reporting is required by Seller if Seller is a selected contractor identified in the CSDR contract plan as requiring such reporting.

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."

252.235-7003 Frequency Authorization-Basic (Mar 2014) Alternate I (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 _AFLCMC WBDK_ and the Contract Number is _FA8628-19-D-1000_. In paragraph (b), the name of the contracting agency is _AFLCMC WBDK_.

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

252.237-7023 Continuation of Essential Contractor Services. (OCT 2010). This clause applies if services provided by Seller have been determined to be "essential contractor services in support of mission-essential functions, " and are listed in the attachment referenced in paragraph (b) of the clause. In paragraph (c)(2), "Contracting Officer" shall mean Buyer. In paragraph (c)(3) "Contracting

Officer" shall mean the Contracting Officer or Buyer. In paragraph (c), "Contracting Officer" shall mean Buyer. In paragraph (f), ninety days is replaced with sixty days. In paragraph (g), "Contracting Officer" shall mean Buyer.

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.

252.239-7018 Supply Chain Risk (FEB 2019). In paragraph (b), the term "Government" means "Government or Buyer".

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

252.244-7000 Subcontracts for Commercial Items (OCT 2020).

252.245-7001 Tagging, Labeling, and Marking Of Government-Furnished Property (APR 2012).

252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017). This clause applies if this contract contains FAR 52.245-1, Government Property. The term "Contracting Officer" shall mean "Buyer".

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.

252.246-7001 Warranty of Data Alternate I (MAR 2014). "Government" and "Contracting Officer" mean Buyer. Subparagraph (d)(3)(i) is deleted. Subparagraph (d)(3)(ii) is revised to state: "the limit of Seller's liability shall be (A) ten percent of the purchase price if the contract between Buyer and Seller is firm fixed price; (B) seventy-five percent of the total fee if Seller is paid on a cost-plus-fixed-fee or cost-plus-award-fee basis; or (C) seventy-five percent of the total target profit or fee if the contract between Buyer and Seller is fixed-price-incentive or cost-plus-incentive contract.

252.246-7001 Warranty of Data Alternate II (MAR 2014).

252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies only if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The 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 (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).

252.247-7023 Transportation of Supplies by Sea-Basic (FEB 2019). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded.

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.

52.203-13 Contractor Code of Business Ethics and Conduct (JUN 2020). 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).

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

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

52.204-21 Basic Safeguarding of Covered Information Systems (JUN 2016).

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021). 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.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

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

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020). Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019). In paragraph (b), the term "Government" means "Government or Buyer". In paragraph (d)(1), all required reporting shall be to Buyer.

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.

52.219-8 Utilization of Small Business Concerns (OCT 2022).

52.219-8 Utilization of Small Business Concerns (OCT 2018).

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).

52.222-50 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 (OCT 2020). 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), (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.

52.222-55 Minimum Wages Under Executive Order 13658 (NOV 2020). This clause applies is the Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statutes, and are 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 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.

52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017). 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.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013). 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 (MAR 2023). The clauses in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.

52.244-6 Subcontracts for Commercial Items (NOV 2020). The clauses in paragraph (c) (1) apply when Seller is providing commercial items 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.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006). This clause does not apply if this contract is for the acquisition of commercial items 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 (SEP 2013).

252.204-7009 Limitations on the Use or Disclosure of Third Party Contractor Reported Cyber Incident Information (OCT 2016). This clause applies if the Contract is for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including contracts for commercial items.

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2019). 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 paragraph (b)(2), the applicable security standard that applies to this Contract is NIST SP 800-171, Revision 1. 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, Revision 1. 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, Revision 1 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 (MAY 2016).

252.204-7020 NIST SP 800-171 DoD Assessment Requirements (NOV 2020). 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 (MAR 2016). This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause. Items subject to the requirements of DFARS 252.211-7003, if any, shall be identified in an exhibit in this contract.

252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994). 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.

252.223-7008 Prohibition of Hexavalent Chromium (JUN 2013). "Contracting Officer" shall mean Buyer.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC

2019). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows: (c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

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

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. (APR 2019). This clause applies if this Contract exceeds $500,000.

252.227-7013 Rights In Technical Data -- Noncommercial Items (FEB 2014). This clause applies when technical data for noncommercial items, or for commercial items 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 Items (FEB 2014). This clause applies whenever any technical data related to commercial items 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 (SEP 2016).

252.228-7001 Ground and Flight Risk (JUN 2010). Seller acknowledges that the Customer Contract includes DFARS 252.228-7001, Ground and Flight Risk (JUN 2010) (the "GFRC"), and that the GFRC incorporates DCMA Instruction 8210.1 (5 April 2017), CONTRACTOR'S FLIGHT AND GROUND OPERATIONS, by reference. Seller shall have procedures in place to implement the requirements of the GFRC and DCMA Instruction 8210.1 (5 April 2017), and to enable Buyer to meet its obligations under the prime contract.

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013). 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 Items (OCT 2020).

252.246-7003 Notification of Potential Safety Issues (JUN 2013). This clause applies only if this subcontract is for: (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The 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 (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk

mitigation), and identification of the product using such parts (by lot or serial numbers).

252.247-7023 Transportation of Supplies by Sea-Basic (FEB 2019). This clause applies if this contract is for supplies that are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(h) apply. In paragraph (g) "Government" means Buyer. If this contract is at or below the simplified acquisition threshold, paragraphs (f) and (g) are excluded.

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."

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) (OCT 2019).

5352.242-9000 Contractor Access to Air Force Installations (OCT 2019). In paragraph (b), the written request shall be submitted to Buyer.

5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL-AF SYSTEMS (OCT 2019). In paragraph (b) (1), the term "contracting officer" and "government" shall mean "Buyer."