

CUSTOMER CONTRACT REQUIREMENTS
MQ-25 LRIP
CUSTOMER CONTRACT N00019-22-C-0048

CUSTOMER CONTRACT REQUIREMENTS

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

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUN 2020). This clause applies if the contract exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.203-7 Anti-Kickback Procedures (JUN 2020). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause, excluding subparagraph (c)(1), applies if this contract exceeds the threshold specified in FAR 3.502-3(i) on the date of subcontract award.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014). 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. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 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.

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

52.204-7 System for Award Management (OCT 2018).

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

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023). In paragraph (c)(1), the term "Government" 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).

52.204-27 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.

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (JAN 2025). This clause applies if the contract exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award. Seller agrees it is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, proposed for debarment or voluntarily excluded by the Federal Government. This clause does not apply if the contract is for commercially available off-the shelf items.

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 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 Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Certified Cost or Pricing Data Deviation (OCT 2021). This clause applies if this contract exceeds \$2 million, on the date of agreement on price or the date of award, whichever is later, or if there is a contract modification involving a pricing adjustment expected to exceed \$2 million, 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 (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) 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 15.403-4(a)(1), 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)."

52.215-14 Integrity of Unit Prices (NOV 2021). This clause applies except for contracts at or below the simplified acquisition threshold, as defined in Federal Acquisition Regulation (FAR) 2.101 on the date of contract award; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial products and commercial services; and petroleum products. Paragraph (b) of the clause is deleted.

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (NOV 2021). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-4 (a)(1) on the date of the agreement on price or the date of the award, whichever is later. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

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

52.219-8 Utilization of Small Business Concerns (JAN 2025).

52.219-9 Small-Business Subcontracting Plan (NOV 2021). 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 N00019-22-C-0048, (2) Buyer's unique entity identifier is JJM4FRDZJDX1, and the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISRs is (contact Buyer's Authorized Procurement Representative.)

52.219-9 Small-Business Subcontracting Plan Alternate II (NOV 2016). This clause applies only if this contract exceeds \$700,000 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.

52.219-28 Post-Award Small Business Program Representation (JAN 2025). In paragraphs (b) and (c), delete "...or, if applicable paragraph (h) of this clause..." Delete paragraph (d) and insert the following in lieu thereof: "Seller shall represent its size status in accordance with SBA's size code standards in effect at the time of this representation to Buyer. The size status shall correspond to the North American Industry Classification System (NAICS) code applicable to Seller's contract." Delete paragraphs (e) and (h). Delete paragraph (f) and insert the following paragraph (f) in lieu thereof: "Seller shall make the representation required by paragraphs (b) and (c) of this clause by submitting an updated Buyer Form F70102 or updating Seller's profile information on line in Buyer's SPVR system."

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

52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2025). 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 22.1303(a) 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).

52.222-54 Employment Eligibility Verification (JAN 2025). 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.

52.223-3 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.

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

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

52.224-3 Privacy Training (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

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

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving (MAY 2024).

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

the date of subcontract award.

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

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

52.230-2 Cost Accounting Standards (JUN 2020). Paragraph (b) of this clause is excluded. In this clause, "Contractor" shall mean Seller. Seller shall comply with the clause 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.

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.

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

52.244-6 Subcontracts for Commercial Products and Commercial Services Deviation (MAR 2025).

52.244-6 Subcontracts for Commercial Products and Commercial Services (JAN 2025). The clauses in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.

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

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

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

52.248-1 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). 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.

52.246-23 Limitation of Liability (FEB 1997). The term Contractor means Seller.

2. DoD FAR Supplement Clauses DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (JAN 2023). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and is not for the purchase of commercial products, commercial services or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

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

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

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

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

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

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

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting Deviation (MAY 2024).

This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives.

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 (DEVIATION 2024-O0013) 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.

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

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

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

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

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

252.209-7010 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 (JAN 2023). This clause applies if this Contract acquires any item for which unique item identification is required as defined in the Contract.

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

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

252.223-7006 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.

252.223-7008 Prohibition of Hexavalent Chromium (JAN 2023). "Contracting Officer" shall mean Buyer.

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

252.225-7001 Buy American and Balance of Payments Program (FEB 2024). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

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

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

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

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023).

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 (APR 2022).

252.225-7013 Duty Free Entry (NOV 2023). 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.

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JAN 2023). This clause does not apply to contracts for commercial products or items that do not contain ball or roller bearings.

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.

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

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

exception in paragraph (c) of the clause applies.

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

252.225-7058 Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China (JAN 2023). This clause applies only if this contract exceeds \$5 million, not including contracts for commercial products and commercial services.

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

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. Deviation (MAY 2020).

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

252.226-7001 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 -- Other Than Commercial Products or Commercial Services (JAN 2025). This clause applies when technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7014 Rights In Other Than commercial Computer Software and Other than commercial Computer Software Documentation (JAN 2025). This clause applies when other than commercial computer software or computer software documentation is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7015 Technical Data - Commercial Products and Commercial Services (JAN 2025). This clause applies whenever any technical data related to commercial products or commercial services is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

252.227-7016 Rights in Bid or Proposal Information (JAN 2025).

252.227-7019 Validation of Asserted Restrictions - Computer Software (JAN 2025). This clause applies if Seller or Seller's subcontractors will be furnishing computer software for delivery to the Government in the performance of this Contract.

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (JAN 2025). In paragraph (c)(1), the term "Government" shall mean "Government and Buyer."

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

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

252.227-7037 Validation of Asserted Restrictions on Technical Data (JAN 2025). This clause applies if Seller or Seller's subcontractors or suppliers at any tier will be delivering technical data under this Contract.

252.228-7001 Ground and Flight Risk (MAR 2023). This clause does not apply to contracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA

license.

Seller acknowledges that the Customer Contract includes DFARS 252.228-7001, Ground and Flight Risk (MAR 2023) (the GFRC), and that the GFRC incorporates the combined regulation/instruction entitled "Contractor's Flight and Ground Operations" (Air Force Instruction 10-220, Army Regulation 95-20, NAVAIR Instruction 3710.1 (Series), Coast Guard Instruction M13020.3, and Defense Contract Management Agency Instruction 8210.1 (Series)) [5 April 2017], by reference. The GFRC and "Contractor's Flight and Ground Operations" are applicable to this Contract. Seller shall have procedures in place to implement the requirements of the GFRC and "Contractor's Flight and Ground Operations" (Air Force Instruction 10-220, Army Regulation 95-20, NAVAIR Instruction 3710.1 (Series), Coast Guard Instruction M13020.3, and Defense Contract Management Agency Instruction 8210-1 (Series)) [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).

252.235-7003 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."

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

252.239-7018 Supply Chain Risk (DEC 2022). 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 Products or Commercial Services (NOV 2023).

252.246-7003 Notification of Potential Safety Issues (JAN 2023). 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 (JAN 2023). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The introductory text is deleted and only paragraphs (a) through (e) apply. In paragraph (c)(6), "Contracting Officer" means "Buyer."

252.246-7008 Sources of Electronic Parts (JAN 2023). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).

252.247-7023 Transportation of Supplies by Sea-Basic (OCT 2024). This clause applies if this contract is for supplies that are of a type described in paragraph (c)(2) of this clause. In paragraph (e), "45 days" is changed to "60 days." In paragraph (h) "Government" means Buyer. If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(j) apply. If this contract is at or below the simplified acquisition threshold, paragraphs (a)-(f) and (j) apply.

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

3. Commercial Items If goods or services being procured under this contract are commercial products and/or commercial services and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

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

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010). This clause applies if this contract is funded in whole or in part with Recovery Act funds.

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). This clause applies to the Contract if Seller may have Federal contract information residing in or transiting through its information system.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023).

In paragraph (c)(1), the term "Government" shall mean "Government or Buyer" and the term "Contracting Officer" shall mean "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

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

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.

52.204-27 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.

52.209-6 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, 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.

52.222-35 Equal Opportunity for Veterans. (JUN 2020). This clause applies if this contract is valued at or above the threshold specified in FAR 22.1303(a) 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 Alternate I (MAR 2015). The term "Contractor" shall mean "Seller", except the term "prime contractor" shall remain unchanged. The term "Contracting Officer" shall mean "Contracting Officer and the Buyer's Authorized Procurement representative in paragraph (d)(1). Paragraph (d)(2) shall read as follows: "If the allegation may be associated with more than one contract, the Seller shall inform the Buyer's Authorized Procurement Representative for each affected contract." The term "the Government" shall mean "the Government and Buyer" in paragraph (e). The term "termination" shall mean "cancellation" and "Cancellation for Default", respectively, in paragraph (e)(6). Insert the following at the end of paragraph (e): "If the Government exercises one of the remedies identified in the paragraph (e) against Buyer as a result, in whole or in part, of the Seller's violation of its obligations under this clause, Buyer may impose that remedy against the Seller proportionate to the extent to which Seller's violation caused the Government's decision to impose a remedy on Buyer." The term "Contracting Officer" shall mean "Contracting Officer and Buyer" in paragraph (f), except in paragraph (f)(2), where it shall mean "Contracting Officer or Buyer". Paragraph (h)(2)(ii) shall read as follows: "To the nature and scope of the activities involved in the performance of a Government subcontract, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons." The term "Contracting Officer" shall mean "Contracting Officer or Buyer" in paragraph (h)(4)(ii). The term "Contracting Officer" shall mean "Buyer" in paragraph (h)(5).

52.222-54 Employment Eligibility Verification (NOV 2021). This clause applies to all subcontracts that (1) are for (i) services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,500; and (3) includes work performed in the United States.

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022). This clause applies if this contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" shall mean "Buyer" except for paragraphs (e)(2), (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 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 (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

52.224-3 Privacy Training Alternate I (JAN 2017). The term "Contracting Officer" shall mean "Contracting Officer or Buyer".

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. (NOV 2021). 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 (JAN 2025). 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 Products and Commercial Services (JAN 2022). The clauses in paragraph (c) (1) apply when Seller is providing commercial products or commercial services under the Contract.

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

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

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

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

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

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (MAY 2024).

This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor promptly shall report lower tier subcontractor information it receives.

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 (DEVIATION 2024-O0013) as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

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

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

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

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

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

252.223-7008 Prohibition of Hexavalent Chromium (JAN 2023). "Contracting Officer" shall mean Buyer.

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023).

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 (APR 2022).

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

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (MAY 2020).

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 -- Other Than Commercial Products or Commercial Services (JAN 2025). This clause applies when technical data for other than commercial products or commercial services, or for commercial products or commercial services developed in any part at Government expense, is to be obtained from Seller or Seller's subcontractors for delivery to the Government.

252.227-7015 Technical Data – Commercial Products and Commercial Services (JAN 2025). This clause applies whenever any technical data related to commercial products or commercial services is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.

252.227-7037 Validation of Asserted Restrictions on Technical Data (JAN 2025). This clause applies if Seller or Seller's subcontractors or suppliers at any tier will be delivering technical data under this Contract.

252.228-7001 Ground and Flight Risk (MAR 2023). This clause does not apply to contracts with Federal Aviation Administration (FAA) part 145 repair stations performing work pursuant to their FAA license. Seller acknowledges that the Customer Contract includes DFARS 252.228-7001, Ground and Flight Risk (MAR 2023) (the GRFC), and that the GRFC incorporates the combined regulation/instruction entitled "Contractor's Flight and Ground Operations" (Air Force Instruction 10-220, Army Regulation 95-20, NAVAIR Instruction 3710.1 (Series), Coast Guard Instruction M13020.3, and Defense Contract Management Agency Instruction 8210.1 (Series)) [5 April 2017], by reference. The GRFC and "Contractor's Flight and Ground Operations" are applicable to this Contract. Seller shall have procedures in place to implement the requirements of the GRFC and "Contractor's Flight and Ground Operations" (Air Force Instruction 10-220, Army Regulation 95-20, NAVAIR Instruction 3710.1 (Series), Coast Guard Instruction M13020.3, and Defense Contract Management Agency Instruction 8210-1 (Series)) [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 (JAN 2023). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

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

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

252.246-7008 Sources of Electronic Parts (JAN 2023). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).

252.247-7023 Transportation of Supplies by Sea-Basic (OCT 2024). This clause applies if this contract is for supplies that are of a type described in paragraph (c)(2) of this clause. In paragraph (e), "45 days" is changed to "60 days." In paragraph (h) "Government" means Buyer. If this contract exceeds the simplified acquisition threshold, paragraphs (a)-(j) apply. If this contract is at or below the simplified acquisition threshold, paragraphs (a)-(f) and (j) apply.

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

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY(IT) (NAVAIR) (NOV 2017).

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at: https://navalforms.documentservices.dla.mil/formsDir/_OPNAV_5239_14_7631.pdf. Instruction Note: SAAR-N forms are required to be downloaded and then completed. The "E-MAIL SUBMIT" button on the SAAR-N form is not to be used.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing

the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.211-9510 CONTRACTOR EMPLOYEES (MAY 2011). Seller shall flow this clause to subcontractors at all tiers.

5252.223-9501 Material Safety Data Sheet (MSDS) (APR 2009). Applies when Seller ships hazardous materials. The electronic copy addresses in paragraph (a) apply when Seller is required to ship directly to the Government. Otherwise, the electronic copy shall be sent to Buyer. In (b), "Government" means Government or Buyer.

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

H-2 Special Provision . TECHNICAL DATA AND SOFTWARE NECESSARY FOR THE GOVERNMENT TO OPERATE, MAINTAIN, REPAIR, AND ENSURE THE SAFETY, AIRWORTHINESS, AND RELIABILITY OF THE MQ-25 AIR SYSTEM

A. Intent of the parties for the MQ-25 program is that,

(1) the Contractor will provide to the Government, either through current or future contract delivery or pursuant to a Special License Agreement as attached hereto, all technical data and software within its control (meaning either Contractor owned or, if supplier owned, the contractor has the right to sub-license such technical data or software to the Government) that Contractor developed under or utilized for the MQ-25 program and that is necessary for the Government to operate, maintain (including development of sustainment documentation), repair, both ashore and afloat, in a connected and disconnected environment, the MQ-25 Air System for continued safety, airworthiness, and reliability in accordance with COMNAVAIRFORINST 13034 and COMNAVAIRINST 4790.2.

(2) for deliverables,

(a) the technical data and software delivered, per Section F and/or the enumerated CDRLs, shall be the data or software to allow the Government to perform Organizational level (O-Level) Maintenance, Intermediate level (I-Level) Maintenance, and Depot level (D-Level) Maintenance as defined in the COMNAVAIRFORINST 4790.2 series and other sustainment activities. The data and software to be delivered shall include no less information or detail than the Contractor requires to perform sustainment activities.

(b) the Contractor shall maximize use of publicly accessible DoD or Industry standards and/or specifications for these deliverables. All non-public standards and/or specifications shall either be delivered or provided to the Government via the MQ-25 Special License Agreement attached hereto.

B. Process

In the event the Government and the Contractor do not agree as to if or how a particular technical data or computer software element shall be provided, the parties agree that the Government and Contractor shall immediately negotiate whether the element should be delivered or categorized pursuant to the current MQ-25 Special License Agreement. Further, should the parties discover an element that has not been provided as a deliverable or categorized under the SLA, the parties shall immediately negotiate whether the element should be delivered, or categorized pursuant to the current MQ-25 Special License Agreement (the "Resolution Process").

As part of the Resolution Process, the Contractor shall make the technical data or computer software element available to select Government personnel pursuant to terms and protections of sub-paragraph

D of this clause.

If not delivered and is required in order to meet the intent of the parties as set forth in accordance with paragraph A, the element shall either (1) be categorized and added to the SLA or (2) the Government will continue to have access to the item pursuant to sub-paragraph D of this clause until the Government has exhausted any and all available remedies in accordance with the DFARS related to delivery of the element in dispute.

The Contractor shall include the pertinent portions of this clause in Requests for Proposals (RFPs) to its subcontractors as it aligns to the intent of paragraph A. The Contractor shall notify the Procurement Contracting Officer within 20 business days if any subcontractor or supplier at any tier notifies the Contractor it is unwilling to include this clause in a resulting subcontract or other contractual or legal instrument. Thereafter the parties will actively work to resolve the issue, including where appropriate, involving the Government in conversations with the supplier, and which could result in direct licensing of data from a subcontractor to the Government.

C. Delivery Requirements for this Contract

(1) The Contractor shall deliver the technical data package (TDP) and software required by the Statement of Work, Section F and/or the applicable CDRL, XXXX. The design data and software design to be delivered shall include no less information or detail than the Contractor requires to perform sustainment activities.

(2) As identified in the CDRL the Contractor shall maximize use of publicly accessible DoD or Industry standards and/or specifications. All non-public standards and/or specifications shall either be delivered or provided to the Government via the MQ-25 Special License Agreement attached hereto.

D. Protections for Technical Data and Computer Software Elements Made Available Under the Resolution Process

(1). DEFINITIONS. "Resolution Process Proprietary Information" (RPPI) is all Contractor owned and third party information disclosed by Contractor and all Contractor-owned information, regardless of form, that is furnished or made available to the Government pursuant to the Resolution Process of this H-clause. RPPI includes, for example, technical data, computer software, and processes. RPPI shall be subject to this Agreement as of the date of its receipt by the Government.

(2). PURPOSE. The Government may use RPPI solely to determine whether the RPPI shall be delivered under the Contract or categorized and added to the SLA.

(3). RESTRICTIONS. The Government shall safeguard Contractor RPPI to protect it against theft, loss, unauthorized disclosure, misappropriation or misuse. The Government will limit access to RPPI it receives to employees who have a "need to know" the RPPI in connection with the Purpose, and, except as set forth below, shall not disclose RPPI to any third party without written authorization from Contractor. The Government may disclose received RPPI within the Government during the term of this Agreement solely as required for the Purpose. The Government may transmit received RPPI only by using an encryption method substantially similar to that under which it was received. The Government will not use RPPI received under this Agreement for design or manufacture. The Government agrees not to reverse engineer, decompile or disassemble any RPPI received under this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to restrict lawfully reporting waste, fraud, or abuse to a designated Government representative authorized to receive such information.

(4). STANDARD OF CARE. The Government shall exercise reasonable care in satisfying its obligations to protect RPPI.

(5). NO LICENSE. No disclosure or physical transfer of RPPI under this Agreement will be construed as granting (a) a license under any patent, patent application or copyright, or (b) any right of ownership in such Proprietary Information.

(6). TERM. Unless earlier terminated by mutual agreement of both parties, the permissions granted under this clause shall terminate on completion of the Resolution Process. Any such expiration or termination will have no effect upon the Government's obligations relative to RPPI disclosed hereunder prior to the effective date of expiration or termination.

(7). RETURN/DESTROY. Upon completion of the Resolution Process, the Government will make best

efforts to destroy, as applicable, and to ensure all recipients destroy any RPPI including all copies, provided hereunder, and to destroy, as applicable, any documents derived, made or compiled from RPPI, and will confirm such destruction in writing to Contractor within thirty (30) calendar days of the effective date of completion of the Resolution Process.

H-4 Special Provision . COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT

(a) Reserved.

(b) Open source software (OSS). OSS is generally regarded as commercial computer software. It is sometimes licensed under terms that require the user to make freely available in source code form: (i) the user's modifications to the OSS or (ii) any software that the user "combines" with the OSS. If the Seller uses OSS in the performance of this contract, the Seller must ensure that the use of the OSS complies with subsection (c) of this clause.

(c) Commercial Computer Software. The Seller shall acquire the commercial computer software under the licenses customarily provided to the public, except to the extent that the licenses are inconsistent with Federal procurement law or do not otherwise satisfy user needs (see DFARS 227.7202-1(a)). A list of common material terms and conditions of commercial computer software license agreements NAVAIR has determined are inconsistent with Federal procurement law or do not otherwise satisfy user needs are incorporated into an addendum that may be executed by the Seller when negotiating the license agreements to be delivered to the Government. The Seller shall either execute an addendum to the license being delivered or shall ensure that the license being delivered to the Buyer complies with the contract's required terms and conditions prior to delivering the licensed software.

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

H-5 Special Provision . NONCOMMERCIAL OPERATIONAL FLIGHT PROGRAM SOFTWARE

(a) Operational Flight Program (OFP) software is defined as all Air Vehicle (AV) noncommercial computer software and noncommercial computer software documentation that performs the functions and sub-functions necessary for MQ-25 AV operations inclusive of all stores, payloads, avionics, and communications equipment controls. The OFP does not include inputting systems/subsystems software, e.g. the Full Authority Digital Engine Controller (FADEC), Embedded Global Positioning Systems Inertial (EGIs), Electro-Optical/Infrared (EO/IR), etc. Reference DFARS 252.227-7014 for the definitions of "noncommercial computer software" and "noncommercial computer software documentation."

(b) To support the Government's sustainment and cost strategies, all OFP Software shall be delivered only in the following:

- (1) In a development environment that the Government developed or already owns; or
- (2) In a development environment that is considered to be commercially available off the shelf (COTS) in accordance with FAR 2.101 and in compliance with Clause H-4 (Commercial Computer Software); or
- (3) In a development environment that is developed by the Seller to which the Seller controls the licensing and hereby agrees to provide to the United States Department of Defense (DoD), in perpetuity, rights consistent with "Government Purpose Rights" (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).

The development environment shall provide the DoD and DoD sellers (with a legitimate Government purpose) an equivalent ability as that of the Seller to operate and use the development environment. The development environment shall be provided in a media enabling independent Government installation and upgrades to new and existing pre-configured systems and shall include all associated computer software documentation. The development environment shall include a full set of processes and programming tools needed to create the OFP software product and enable the Government to use, modify, display, manipulate, reconfigure, recompile, and reproduce the OFP Software. The price of all licenses related to (b)(3) above shall be included in the price. Copies of the license shall be provided for incorporation into the contract as. Any changes to the software programs identified from the time of award shall be submitted to the Government for approval.

(c) OFP Special License Rights.

The Seller hereby agrees that previously obtained rights shall continue to apply, without

modification, with regard to OFP software, interfaces, and associated technical data, which were delivered to the Government with the special negotiated license rights set forth in support of prime Contract N00019-18-C-1012. The original expiration date established for the DOD restrictions in accordance with this license (30 August 2028) shall remain unchanged.

(d) Subcontractors and Suppliers. The Seller shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

(e) Deferred Ordering. The terms and conditions of this clause shall apply to any technical data and/or noncommercial computer software delivered under this contract pursuant to DFARS 252.227-7027

H-6 Special Provision . DATA RIGHTS AND LICENSES IN SUPPORT OF TEST ACTIVITIES

- (a) Verification Data, as used in this clause, is defined as Test Data and data gathered/collected in support of demonstration, analysis, similarity, inspection, and evaluation verification methods. Test Data, as used in this clause, is defined as any noncommercial Air System Level test unique processed or unprocessed on-board or off-board system data collected or processed in support of Modeling and Simulation, laboratory integration and test activities, installed systems ground and flight test evolutions, and test reporting. All Test Data shall be delivered in the form(s) in which the information is ordinarily maintained as true native files, meaning that metadata is intact enabling the Government the same ability as the Contractor to use, modify, reproduce, release, perform, display, or disclose the information. Metadata includes computer data such as date/created/modified/author and the hidden material that does not appear when a document is printed (e.g. hidden rows, cells and formulas, track changes, etc.).
- (b) All Verification Data produced for this contract is an element of performance per DFARS 252.227-7013(b)(1)(ii) and shall be provided with unlimited rights. Any Verification Data that was not produced for this contract and/or any non-Verification Data that is delivered concurrently with the Verification Data shall be segregated as a separate annex or attachment to the Verification Data produced for this contract unless the license is Unlimited or Government Purpose Rights.
- (c) The Seller shall deliver all Verification Data collected to support requirements verification pursuant to the requested Verification Cross Reference Matrix.
- (d) The Seller shall maximize the use of Government and non-proprietary tools. All Verification Data shall be collected and delivered to the Government using only:
- (1) a tool the Government developed or already owns;
 - (2) a tool considered to be commercially available off the shelf (COTS) in accordance with FAR 2.101 and in compliance with Clause H-4 (Commercial Computer Software); or
 - (3) a tool or plugin developed by the Seller to which the Seller controls the licensing and hereby agrees to provide to the United States Department of Defense (DoD), in perpetuity, rights consistent with "Government Purpose Rights" (as defined in DFARS 252.227-7013 or DFARS 252.227-7014).

These tools shall provide the DoD and DoD sellers (with a legitimate Government purpose) an equivalent ability as that of the Seller to operate and use these tools. These tools shall be provided in a media enabling independent Government installation and upgrades to new and existing pre-configured systems and shall include all associated computer software documentation. The licenses shall allow the Government the right to use, modify, display, manipulate, reproduce, and reinterpret the Verification Data. The price of all licenses related to (b)(3) above shall be included in the price. Copies of the license shall be provided for incorporation into the contract. Any changes to the software programs identified from the time of award shall be submitted to the Government for approval.

- (e) Prior Government Rights Established for Verification Data
- (1) The Seller hereby agrees that previously obtained rights shall continue to apply, without modification, with regard to verification data in support of test activities which were delivered to the Government with the special negotiated license rights set forth in support of prime contract N00019-18-C-1012. The original expiration date established for the DOD restrictions in accordance with this license (30 August 2028) shall remain unchanged.
- (f) Subcontractors and Suppliers. The Seller shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.
- (g) Deferred Ordering. The terms and conditions of this clause shall apply to any technical data and/or noncommercial computer software delivered under this contract pursuant to DFARS 252.227-7027.

H-7 Special Provision .**RIGHT TO OBTAIN INTELLECTUAL PROPERTY, EQUIPMENT, AND ASSOCIATED LICENSE RIGHTS**

- (a) This clause provides the Government with the notification described in paragraph (c) concerning the assignment or change of control regarding Subject Intellectual Property (IP) and/or Equipment (as defined below). It is understood by both parties that this is a notification requirement only and shall not prevent any assignment or change of control from occurring.
- (b) Definitions. The following terms are defined for the purpose of this clause:
 - (1) Subject IP means any technical data and/or computer software developed exclusively at private expense provided or available under any delivery requirement under the contract.
 - (2) Equipment means unique manufacturing processes and equipment associated with the Subject IP offered for sale or subject to transfer.
- (c) The Seller shall transmit to the Government a notice of any of the following events:
 - a. A notice of the Seller's decision to pursue the transfer of ownership or control of Subject IP and/or Equipment or any part thereof to a third party;
 - b. A notice received from the Seller by a subcontractor of an intention to pursue the transfer of ownership or control of Subject IP and/or Equipment or any part thereof to a third party;
 - c. A notice concerning the filing of any judicial proceeding not subject to paragraph (c)(4) below that may result in the Seller's or a subcontractor's transfer or loss of ownership or control of the Subject IP and/or Equipment or any part thereof;
 - d. A notice concerning the voluntary or involuntary sale in a bankruptcy, insolvency, or receivership proceeding where the debtor solicits for sale any or all of its assets that would include the Subject IP and/or Equipment or any part thereof;
 - e. A notice concerning the receipt of an unsolicited offer to purchase the Subject IP and/or Equipment or any part thereof that the Seller or subcontractor intends to pursue;
 - f. A notice concerning a voluntary or involuntary transfer of the Seller's or subcontractor's Subject IP and/or Equipment or any part thereof pursuant to a security interest.
- (d) The Seller shall provide the notice within 30 days of the event described in paragraph (c). The notice shall describe the Subject IP and/or Equipment and identify the Seller and the Buying/Receiving entity.
- (e) The Seller and/or subcontractor are requested to contact the Navy Procuring Contracting Officer directly prior to the sale of the Subject IP and/or Equipment to discuss a sale to the Government.
- (f) The Seller shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.