CUSTOMER CONTRACT REQUIREMENTS
BOA Delivery Order
CUSTOMER CONTRACT N00019-26-G-1002-N0001927F1036

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 the simplified acquisition threshold.

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

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020). This clause applies if this contract exceeds the threshold specified in FAR 3.808 on the date of subcontract award. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

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

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

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 Deviation (FEB 2026). (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 Deviation (FEB 2026). (DEV 2026-O0038)

52.208-90 Government Supply Sources Deviation (FEB 2026). (DEV 2026-O0038)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded Deviation (FEB 2026). (DEV 2026-O0038) 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.

52.211-5 Material Requirements Deviation (FEB 2026). (DEV 2026-O0038) The term "Contracting Officer" shall mean "Buyer."

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 Deviation (FEB 2026). (DEV 2026-O0038) 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."

52.215-12 Subcontractor Certified Cost or Pricing Data Deviation (OCT 2021). 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 15.403-3(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)."

52.215-14 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 Deviation (FEB 2026). (DEV 2026-O0038)

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions Deviation (FEB 2026). (DEV 2026-O0038)

52.215-19 Notification of Ownership Changes Deviation (FEB 2026). (DEV 2026-O0038)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications Deviation (FEB 2026). (DEV 2026-O0038) 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 Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications Deviation (FEB 2026). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-3(a) 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 Deviation (FEB 2026). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-3(a) 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." The data and format required by paragraph (b)(1) is as follows:

52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications Alternate IV Deviation (FEB 2026). The data and format required by paragraph (b), including access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.4, is as follows:

52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications Alternate III (OCT 1997). This clause applies if this contract exceeds the threshold set forth in FAR 15.403-4(a)(1) on the date of the agreement on price or the date of the award, whichever is later. The term "Contracting Officer" shall mean Buyer. Insert the following in lieu of paragraph (a)(2): "Buyer's audit rights to determine price reasonableness shall also apply to verify any request for an exception under this clause. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace."

52.215-23 Limitations on Pass-Through Charges. Deviation (FEB 2026). (DEV 2026-O0038) 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 15.110(v)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in FAR 15.403-3(a) 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 Deviation (FEB 2026). (DEV 2026-O0038)

52.219-9 Small Business Subcontracting Plan Deviation (FEB 2026). (DEV 2026-O0038) 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 SPR, 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 _N00019-26-G-1002-N0001927F1036_, (2) Buyer's unique entity identifier _varies by delivery order, but BOA is with UEID JJM4FRDZJDX1_, and the email address of Buyer's official responsible for acknowledging receipt of or rejecting ISRs is (contact Buyer's Authorized Procurement Representative.)

52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation Deviation (FEB 2026). (DEV 2026-O0038) 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.

52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Deviation (FEB 2026). (DEV 2026-O0038)

52.222-35 Equal Opportunity for Veterans. Deviation (FEB 2026). 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 Deviation (FEB 2026). (DEV 2026-O0038)

52.222-37 Employment Reports on Veterans Deviation (FEB 2026). (DEV 2026-O0038)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act Deviation (FEB 2026). (DEV 2026-O0038)

52.222-50 Combating Trafficking in Persons Deviation (FEB 2026). (DEV 2026-O0038) 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 must 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 Deviation (FEB 2026). (DEV 2026-O0038)

52.222-90 Addressing DEI Discrimination by Federal Contractors (FEB 2026). In paragraphs (b)(4) and (b)(5), the term "Contracting Officer" means Buyer.

52.223-3 Hazardous Material Identification and Safety Data Deviation (FEB 2026). (DEV 2026-O0038) 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 Deviation (FEB 2026). (DEV 2026-O0038) "Contracting Officer" shall mean Buyer. In the blank in paragraph (a), insert "60 days."

52.223-11 Ozone-Depleting Substances Deviation (FEB 2026). (DEV 2026-O0038)

52.223-23 Sustainable Products Deviation (FEB 2026). (DEV 2026-O0038)

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.

52.227-1 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.

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

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 _N00019-26-G-1002_.

52.229-10 State of New Mexico Gross Receipts and Compensating Tax (APR 2003). This clause applies only if (1) this contract is a cost-reimbursement contract; (2) this contract directs or authorizes Seller to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the subcontractor, and (3) this contract is for services to be performed in whole or in part in the State of New Mexico..

52.230-2 Cost Accounting Standards Deviation (FEB 2026). 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 30.205 of the FAR applies.

52.230-6 Administration of Cost Accounting Standards Deviation (FEB 2026). (DEV 2026-O0038) Add "Buyer and the" before "CFAO" in paragraph (m).

52.232-20 Limitation of Cost Deviation (FEB 2026). (DEV 2026-O0038)

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

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

52.234-1 Industrial Resources Developed Under Title III, of the Defense Production Act Deviation (FEB 2026). (DEV 2026-O0038) "Contracting Officer" shall mean "Buyer."

52.240-91 Security Prohibitions and Exclusions Deviation (FEB 2026). (DEV 2026-O0038) Paragraphs (d)(1) and (i)(1) are deleted and reserved. The term "contractor" means "Seller" in paragraphs (d)(4), (e)(1), (f), (h)(1)(vi), (h)(3) and (h)(4). In the first sentence of paragraph (b), (i)(2), and (i)(3), the term "Government" means "Government or Buyer." In paragraph (e)(3) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCA orders in the contract that are not in SAM apply to the contract and all subcontracts. In paragraph (g), the term "Contracting Officer" means "Contracting Officer or Buyer." Seller shall report the information in subparagraph (h)(1) to Buyer. All reporting in subparagraph (h)(2) shall be through Buyer. If a waiver or exception has been granted by the Government or Contracting Officer to any requirements herein, notice shall be provided to Seller through Buyer. Paragraph (i)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

52.240-91 Security Prohibitions and Exclusions Alternate I Deviation (FEB 2026). (DEV 2026-O0038) Paragraphs (d)(1) and (i)(1) are deleted and reserved. The term "contractor" means "Seller" in paragraphs (d)(4), (e)(1), (f), (h)(1)(vi), (h)(3) and (h)(4). In the first sentence of paragraph (b), (i)(2), and (i)(3), the term "Government" means "Government or Buyer." In paragraph (e)(3) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors

shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCA orders in the contract that are not in SAM apply to the contract and all subcontracts. In paragraph (g), the term "Contracting Officer" means "Contracting Officer or Buyer." Seller shall report the information in subparagraph (h)(1) to Buyer. All reporting in subparagraph (h)(2) shall be through Buyer. If a waiver or exception has been granted by the Government or Contracting Officer to any requirements herein, notice shall be provided to Seller through Buyer. Paragraph (i)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

52.240-92 Security Requirements Deviation (FEB 2026). (DEV 2026-O0038) The reference to the Changes clause means the changes clause of this Contract.

52.240-92 Security Requirements Alternate II Deviation (FEB 2026). (DEV 2026-O0038) The reference to the Changes clause means the changes clause of this Contract. "Contracting Officer" shall mean "Contracting Officer or Buyer."

52.240-93 Basic Safeguarding of Covered Information Systems Deviation (FEB 2026). (DEV 2026-O0038)

52.244-6 Subcontracts for Commercial Products and Commercial Services Deviation (FEB 2026). (DEV 2026-O0038)

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.

52.246-1 Contract Inspection Requirements (APR 1984). The term "Government" means "Government or Buyer."

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 "Contractor" means "Seller" and the term "Government" means "Government and/or Buyer" except in paragraph (e) the second time it appears, and paragraph (f) where the term "Government" means "Buyer."

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

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

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

52.248-1 Value Engineering Deviation (FEB 2026). (DEV 2026-O0038) 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.

52.253-1 Computer Generated Forms Deviation (FEB 2026). (DEV 2026-O0038)

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.

252.204-7010 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 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.

252.204-7015 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.

252.208-7999 Ordering From Government Supply Sources Deviation (MAR 2026). 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.

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

252.219-7996 Small Business Subcontracting Plan (DoD Contracts) Deviation (FEB 2026). Paragraph (e) is deleted. If the Contract exceeds the applicable threshold specified in FAR 19.109(a)(1), has further subcontracting opportunities, and Seller participates in the Test Program described in DFARS 219.206-70, DFARS 252.219-7997, Small Business Subcontracting Plan (Test Program) is also included 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.

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

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

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

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

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

Buyer.

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).

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. (DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

252.225-7009 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 (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 (JAN 2023). This clause does not apply to contracts for commercial products or items that do not contain ball or roller bearings.

252.225-7025 Restriction on Acquisition of Forgings (DEC 2009). This clause applies if the Contract is for forging items or for other items that contain forging items.

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003).

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

252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program-Basic (FEB 2024). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

252.225-7036 Buy American-Free Trade Agreements-Balance of Payments Program-Alternate IV Alternate IV (FEB 2024). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Alt IV provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified."

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) (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.

252.225-7961 No Basic Clause. - Deviation Only Deviation (JUN 2026).

252.225-7963 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (FEB 2026). This clause applies if the contract involves performing or traveling outside the United States. The requirements of this clause do not apply if Seller is (1) a foreign government; (2) a representative of a foreign government; or (3) a foreign corporation wholly owned by a foreign government.

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

252.227-7989 Rights in Technical Data, Computer Software, and Computer Software Documentation—Other Than Commercial Products and Commercial Services. Deviation (FEB 2026). (DEV 2026-O0036)

252.227-7990 Technical Data—Commercial Products and Commercial Services Deviation (FEB 2026). (DEV 2026-O0036)

252.227-7991 Rights in Bid or Proposal Information Deviation (FEB 2026). (DEV 2026-O0036)

252.227-7994 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends Deviation (FEB 2026). (DEV 2026-O0036) In paragraph (c)(1), the term "Government" shall mean "Government and Buyer."

252.227-7995 Deferred Ordering of Technical Data or Computer Software Deviation (FEB 2026).

252.227-7996 Technical Data -- Withholding of Payment Deviation (FEB 2026). This clause applies if the delivery of technical data is required under this contract. The terms "Government" and "Contracting Officer" mean Buyer.

252.227-7997 Validation of Asserted Restrictions. Deviation (FEB 2026). (DEV 2026-O0036)

252.228-7001 Ground and Flight Risk (MAR 2023). 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 (6 February 2023), 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 (6 February 2023), 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).

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

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

252.235-7010 Acknowledgement of Support and Disclaimer (MAY 1995). In paragraph (a), the name of the contracting agency is _Naval Air Systems Command_ and the Contract Number is _N00019-26-G-1002_. In paragraph (b), the name of the contracting agency is _Naval Air Systems Command_.

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.

252.240-7997 NIST SP 800-171 DoD Assessment Requirements (FEB 2026). This clause applies unless the contract is for COTS items. Seller represents and warrants that it is in compliance with the requirement of DFARS Clause 252.240-7997.

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

252.244-7999 Subcontracts for Commercial Products or Commercial Services. Deviation (FEB 2026).

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.

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

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.

52.219-8 Utilization of Small Business Concerns (FEB 2026). (DEV 2026-O0038)

52.222-35 Equal Opportunity for Veterans. (FEB 2026). 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 (FEB 2026). (DEV 2026-O0038)

52.222-37 Employment Reports on Veterans (FEB 2026). This clause applies if the contract is valued at or above the threshold specified in FAR 22.1302-1(b) on the date of contract 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 (FEB 2026). (DEV 2026-O0038)

52.222-50 Combating Trafficking in Persons (FEB 2026). (DEV 2026-O0038) 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 must 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.

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026). In paragraphs (b)(4) and (b)(5), the term "Contracting Officer" means 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.

52.240-91 Security Prohibitions and Exclusions Alternate I (FEB 2026). (DEV 2026-O0038) Paragraphs (d)(1) and (i)(1) are deleted and reserved. The term "contractor" means "Seller" in paragraphs (d)(4), (e)(1), (f), (h)(1)(vi), (h)(3) and (h)(4). In the first sentence of paragraph (b), (i)(2), and (i)(3), the term "Government" means "Government or Buyer." In paragraph (e)(3) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCA

orders in the contract that are not in SAM apply to the contract and all subcontracts. In paragraph (g), the term "Contracting Officer" means "Contracting Officer or Buyer." Seller shall report the information in subparagraph (h)(1) to Buyer. All reporting in subparagraph (h)(2) shall be through Buyer. If a waiver or exception has been granted by the Government or Contracting Officer to any requirements herein, notice shall be provided to Seller through Buyer. Paragraph (i)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

52.240-91 Security Prohibitions and Exclusions (FEB 2026). (DEV 2026-O0038) Paragraphs (d)(1) and (i)(1) are deleted and reserved. The term "contractor" means "Seller" in paragraphs (d)(4), (e)(1), (f), (h)(1)(vi), (h)(3) and (h)(4). In the first sentence of paragraph (b), (i)(2), and (i)(3), the term "Government" means "Government or Buyer." In paragraph (e)(3) the term "Government" means "Government or Buyer," the term "solicitation" means "solicitation or contract," and the last sentence is deleted and replaced with the following: Seller and Seller's subcontractors shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCA orders in the contract that are not in SAM apply to the contract and all subcontracts. In paragraph (g), the term "Contracting Officer" means "Contracting Officer or Buyer." Seller shall report the information in subparagraph (h)(1) to Buyer. All reporting in subparagraph (h)(2) shall be through Buyer. If a waiver or exception has been granted by the Government or Contracting Officer to any requirements herein, notice shall be provided to Seller through Buyer. Paragraph (i)(2) is deleted and replaced with the following: If the Seller or Buyer identifies a new FASCSA order(s) that could impact their supply chain, then the Seller shall cooperate with Buyer to conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or Buyer or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

52.240-92 Security Requirements (FEB 2026). (DEV 2026-O0038) The reference to the Changes clause means the changes clause of this Contract.

52.240-92 Security Requirements Alternate II (FEB 2026). (DEV 2026-O0038) The reference to the Changes clause means the changes clause of this Contract. "Contracting Officer" shall mean "Contracting Officer or Buyer."

52.244-6 Subcontracts for Commercial Products and Commercial Services (FEB 2026). (DEV 2026-O0038)

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.

252.204-7015 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.

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

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

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

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

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. (DEC 2018). This clause applies to items covered by the United States Munitions List or the 600 series of the Commerce Control List.

252.225-7009 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).

252.225-7048 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) (JAN 2023).

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

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

252.227-7989 Rights in Technical Data, Computer Software, and Computer Software Documentation—Other Than Commercial Products and Commercial Services. (FEB 2026). (DEV 2026-O0036)

252.227-7990 Technical Data—Commercial Products and Commercial Services (FEB 2026). (DEV 2026-O0036)

252.227-7997 Validation of Asserted Restrictions. (FEB 2026). (DEV 2026-O0036)

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)) [6 February 2023], 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)) [6 February 2023], 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.

252.240-7997 NIST SP 800-171 DoD Assessment Requirements (FEB 2026). This clause applies unless the contract is for COTS items. Seller represents and warrants that it is in compliance with the requirement of DFARS Clause 252.240-7997.

252.244-7999 Subcontracts for Commercial Products or Commercial Services. (FEB 2026).

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.

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.

CTXT.204-9505 System Authorization Access Request (SAAR) Requirements For Information Technology (It) (NAVAIR) (FEB 2025).

(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 (SAAR) DD Form 2875 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 form are available at: . https://www.esd.whs.mil/Directives/forms/dd2500_2999/DD2875/

(b) SAAR forms will be submitted by the contractor's Facility Security Officer (FSO) via the National Help Desk Service Management (NHDSM) Service Catalog at: . For those contractors that do not have a FSO or that cannot https://nhdsm.navair.navy.milaccess the NHDSM, or for NAVAIR organizations that have not transitioned to the NHDSM SAAR system, SAAR forms shall be submitted directly to the designated SAAR Government Sponsor or Technical Point Of Contact (TPOC). Copies of the approved SAAR forms may be obtained through the designated SAAR Government Sponsor or TPOC. Resources related to the SAAR process and step by step instructions can be found at the following link for those with access to Flank Speed: https://flankspeed.sharepoint-mil. . For additional questions or information related to the SAAR process and us/sites/NAVAIR_NAWCAD_DNA/SitePages/SAAR.aspxrequirements, please contact the National Help Desk at 301-342-3104 or 1-888-292-5919.

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

(d) The SAAR 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 form only when they begin work on a new or different contract.

CTXT.211-9510 CONTRACTOR EMPLOYEES (MAY 2011).

CTXT.227-0001 Protection of Department of Navy Trademarks (DEC 2020).

A. Standard language for "new" acquisition programs—

"The Seller shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the Seller believes it has in the term(s) [contracting officers shall list terms(s) (typically the assigned nomenclature, or portions thereof)] (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the Buyer, Seller and Seller's subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

The Seller shall notify the contracting officer, via the Buyer, at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United

States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought."

OR

B. Standard language for "old" acquisition programs -

"The Seller or shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) [contracting officers shall list term(s) (typically the assigned nomenclature, or portions thereof)] (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the Buyer, Seller, and Seller's subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing."

CTXT.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES (OCT 2013).

CTXT.232-9509 TRAVEL APPROVAL AND REIMBURSEMENT PROCEDURES Alternate I (OCT 2013). In paragraph (b)(1), "Contracting Officer's Representative (COR)" shall mean Buyer and "14 days" is modified to "20 days". In paragraph (b)(2), the term "Contractor" shall mean Buyer. In (c)(2), the term "Government" shall mean Buyer.

DTXT.204-9501 National Stock Numbers (MAR 2007). This clause applies if Seller is required to direct ship items to Buyer's Customer. "Government" shall mean "Buyer".

DTXT.223-9501 Material Safety Data Sheet (MSDS) (APR 2009). This clause applies if Seller will be direct shipping to Buyer's Customer.

DTXT.223-9502 Hazardous Material (APR 2009). This clause applies if Seller will drop ship directly to Buyer's Customer. In paragraph (c), Seller should contact Buyer's Authorized Procurement Agent for information.

DTXT.247-9508 PROHIBITION AND LIMITATIONS FOR PACKAGING MATERIALS (AUG 2019). This clause applies to purchase contracts that require direct shipment to the Customer.

HTXT.228-9500 Additional Definitions With Respect To "Ground And Flight Risk" Clause (DEC 1991).
Except for F/A-18 and EA-18G orders, to be specified on applicable orders.

F/A F/A-18 A-F and EA-18G fill-ins below.

For F/A-18 A-F and EA-18G:

The contractor's premises shall be deemed to be the Contractor's plant located in St. Louis, MO. The term "in the open" shall include: "Hush Houses," aircraft shelters, ramp spaces, flight test and production checkout hangars (buildings B-66, B-67, B-75, B76, B78 and any associated suffix designated buildings to them) and work sheds located on the Contractor's premises and used by the Contractor in the performance of this contract.

Aircraft/Component log book entries and aircraft reports shall be maintained in accordance with COMNAVAIRFORINST 4790.2C dated 15 January 2017 or current revision of instruction.

Special Note: "This language does not apply to FMS orders unless the clause is specifically made applicable to orders based on the country(ies) agreeing to assume such risk."

For all other aircraft or weapons platforms, this clause should be specified in individual orders if applicable.