CUSTOMER CONTRACT REQUIREMENTS
MQ-25 SCS IDIQ
CUSTOMER CONTRACT N00019-27-D-1006

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). 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)

52.209-6 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 (FEB 2026). 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 Alternate I 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 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."

52.215-23 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.

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

52.219-9 Small-Business Subcontracting Plan Deviation (FEB 2026). This clause applies if this contract exceeds the applicable threshold specified in FAR 19.109(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 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 receipt of 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 _N00019-27-D-1006_, (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.) In accordance with paragraph (d)(9), FAR 52.219-8, Utilization of Small Business Concerns, is incorporated by reference.

52.219-9 Small-Business Subcontracting Plan Alternate II (NOV 2016). 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. **52.219-28 Postaward Small Business Program Rerepresentation Deviation** (FEB 2026). (DEV 2026-O0038) In paragraphs (b), delete "...or, if applicable paragraph (g) of this clause..." Delete paragraph (c) 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 (d) and (g). Delete paragraph (e) and insert the following paragraph (e) in lieu thereof: "Seller shall make the representation required by paragraphs (b) 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 Deviation (FEB 2026). (DEV 2026-O0038) The terms "Contracting Officer" shall mean Buyer.

52.222-19 Child Labor-Cooperation with Authorities and Remedies Deviation (FEB 2026). 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 Deviation (FEB 2026). (DEV 2026-O0038)

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

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). This clause applies if the Contract exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009.

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 (APR 2026). In paragraphs (b)(4) and (b)(5), the term "Contracting Officer" means Buyer.

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).

52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization. In this clause, "Contractor" means Contractor, references to the Government are not changed and the subcontractor has all rights and obligations of the Contractor in the clause.

52.230-2 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).

52.232-39 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.

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

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

52.242-15 Stop-Work Order (AUG 1989). The terms "90 days" and "30 days" are revised to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-6 Subcontracts for Commercial Products and Commercial Services Deviation (MAR 2026).

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.

52.246-5 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."

52.248-1 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.

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.

252.204-7012 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.

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

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (NOV 2025). This clause applies if Seller is required to process, store, or transmit Federal Contract Information (FCI) or Controlled Unclassified Information (CUI) during performance of the Contract, excluding contracts exclusively for commercially available off-the-shelf (COTS) items. The Cybersecurity Maturity Model Certification (CMMC) level identified in paragraph (d)(1)(i) is CMMC Level 2 (Self). Paragraphs (d)(5) and (e)(1) are deleted.

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAY 2019). In paragraph (b), the term "Contracting Officer" means Seller.

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 (JUL 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 this 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.

252.223-7006 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.

252.225-7001 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).

252.225-7004 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 (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.

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

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.

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

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. Deviation (AUG 2024).

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.

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

252.227-7989 Rights In Technical Data, Computer Software, and Computer Software Documentation -- Other Than Commercial Products and Commercial Services (DEVIATION) (FEB 2026). This clause applies when Seller furnishes technical data or computer software for delivery to the Government that is related to other than commercial products or commercial services, commercial products or commercial services developed in any part with Government funds, or other than commercial computer software or computer software documentation. Seller shall flow down this clause, without alteration except to identify the parties, to lower-tier subcontractors and suppliers furnishing covered technical data or computer software for delivery to the Government.

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). Include in all lower-tier subcontracts or similar contractual instruments without alteration except to identify the parties, and require lower-tier subcontractors and suppliers to do the same.

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). (DEV 2026-O0036)

252.227-7996 Technical data—withholding of payment Deviation (FEB 2026). In this clause, "Government" and "Contracting Officer" shall mean Buyer.

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

252.228-7001 Ground and Flight Risk (JUN 2010). Seller acknowledges that the Customer Contract includes DFARS 252.228-7001, Ground and Flight Risk (JUN 2010) (the "GFRC"), and that the GFRC incorporates DCMA Instruction 8210.1 (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).

252.234-7002 Earned Value Management System (JAN 2025).
DFARS 252.234-7999 Earned Value Management System (DEVIATION 2026-O0011)(AUG 2026) applies instead.

Delete paragraph (k). With the exception of paragraphs (i) and (j), Seller shall comply with EVMS requirements if Seller is identified to comply elsewhere in this contract.

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

252.235-7003 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-D-1006_. In paragraph (b), the name of the contracting agency is _Naval Air Systems Command_.

252.239-7000 Protection Against Compromising Emanations (OCT 2019). In paragraph (b), Contracting Officer means Buyer.

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991). This clause applies only if this contract requires securing telecommunications.

252.240-7997 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. 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.

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 (FEB 2026). 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 (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.

52.244-6 Subcontracts for Commercial Products and Commercial Services (MAR 2026).

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.

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

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement (NOV 2025). This clause applies if Seller is required to process, store, or transmit Federal Contract Information (FCI) or Controlled Unclassified Information (CUI) during performance of the Contract, excluding contracts exclusively for commercially available off-the-shelf (COTS) items. The Cybersecurity Maturity Model Certification (CMMC) level identified in paragraph (d)(1)(i) is CMMC Level 2 (Self). Paragraphs (d)(5) and (e)(1) are deleted.

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).

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

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

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems. (AUG 2024).

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). This clause applies if Seller or its subcontractors or suppliers at any tier will be delivering technical data or computer software.

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.

252.240-7997 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).

This clause, excluding paragraph (c), applies only if the Seller's personnel will require access to government IT Systems. Seller shall ensure that its personnel requiring access to Government IT Systems comply with paragraph (a) and (b) of this clause.

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."

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.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.

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

N00019-27-D-1006 Special Provisions .

Definitions

"Contractor" shall mean "Seller" unless specifically defined otherwise.

"Government" shall mean "United States Government," Buyer," and/or "Buyer and Government" depending on context.

H-2. 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, 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 contract. 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)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-3 CLARIFICATION OF POST-AWARD IDENTIFICATION AND ASSERTIONS

(a) For any new information or inadvertent omissions in Attachment (16) DRAL identified during the performance of this contract, the Contractor shall identify both noncommercial and commercial technical data and computer software that it intends to deliver with less than unlimited rights and state the reason for the new information or inadvertent omission. For commercial technical data and commercial computer software specifically, the Contractor shall provide the same types of information, using a similar format, and following the same procedures and requirements as specified for other than commercial technical data and noncommercial computer software at DFARS 252.227-7989. Commercial technical data and commercial computer software shall be subject to the terms and conditions in Attachment (15).

(b) With respect to each Contractor assertion submitted for Attachment (16) DRAL post-award, the Contractor shall specify in the “Basis for Assertion” column, the CDRL Item, SOW paragraph(s), and Work Breakdown Structure element(s) to which the technical data or computer software assertion pertains. Assertions shall be made at the lowest practical segregable level, i.e., the same level used for the Contractor’s source of funds determinations in establishing the government’s license rights, specifying the items or processes, if any, to which the technical data or computer software deliverable pertain.

(c) Commercial and Special License Rights Assertions

(1) Commercial technical data and/or computer software new information or inadvertent omissions shall be asserted on Attachment (16) DRAL by stating in the “Basis for Assertion” column the name of the commercial license identified in, Attachment (17) “Contractor Provided Licenses” and asserting in the “Asserted Rights Category” column “Commercial.”

(2) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to delivery as set forth in H-2 shall be asserted on Attachment (16) DRAL by stating in the "Basis for Assertion" column whether the noncommercial technical data and/or computer software was developed exclusively or partially at private expense and asserting in the "Asserted Rights Category" column SLA, see H-2.

(3) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Operational Flight Program special negotiated license set forth in H-5 shall be asserted on Attachment (16) DRAL by stating in the “Basis for Assertion” column that the noncommercial technical data and/

or computer software was developed exclusively at private expense and asserting in the “Asserted Rights Category” column “Special License Rights IAW H-5.”

(4) Noncommercial technical data and/or computer software new information or inadvertent omissions subject to the Verification Data special negotiated license set forth in H-6 shall be asserted on Attachment (16) DRAL by stating in the “Basis for Assertion” column that the noncommercial technical data and/or computer software was developed exclusively at private expense and asserting in the “Asserted Rights Category” column “Special License Rights IAW H-6.”

(d) The Contractor shall provide copies of all specially negotiated licenses, commercial licenses for commercial computer software and technical data pertaining to commercial items, and other non-standard licenses that will be delivered to the Government and/or Buyer. The Contractor shall provide in accordance with Attachment (17) the aforementioned licenses within 90 calendar days of license purchase or at least 90 calendar days prior to delivery, whichever occurs first.

(e) The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier.

H-5 NONCOMMERCIAL OPERATIONAL FLIGHT PROGRAM SOFTWARE

This clause is applicable to contracts, subcontracts or other contractual or legal instruments with its Contractor, subcontractors or suppliers at any tier where tasking is related to OFP.

(a) Operational Flight Program (OFP) software is defined as all Air Vehicle (AV) other than commercial computer software and other than commercial 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 252.227-7989 for the definitions of “other than commercial computer software” and “other than commercial 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 Contractor to which the Contractor 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 252.227-7989).

The development environment shall provide the DoD and DoD contractors (with a legitimate Government purpose) an equivalent ability as that of the Contractor 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 for the delivery order. Copies of the license shall be provided for incorporation into the contract as Attachment (17). Any changes to the software programs identified in Attachment (17) from the time of award shall be submitted to the Government or Buyer for approval.

(c) Baseline OFP. The parties agree that the baseline OFP software, interfaces, and associated technical data (the “Baseline”) are those delivered under Contract N00019-18-C-1012. To the extent that there are any changes to the Baseline (e.g., an ECP for a software update beyond the final delivered EMD configuration), those changes shall be implemented only as authorized under this contract. If the Contractor, its subcontractors or suppliers, or potential subcontractors or suppliers, intend to assert (in accordance with DFARS 252.227-7017) that license rights to such authorized changes should be furnished to the Government with restrictions on use, release, or

disclosure, the changes shall either be segregable from the baseline or provided with the Special Negotiated License Rights set forth in clause H-8 of N00019-18-C-1012. Should it be necessary to apply this SNLR, the expiration date referenced in the SNLR Grant of License, subparagraph (c)(2)(i) of H-8, shall remain 28 August 2028, regardless of when any changes are incorporated into the deliverables under this contract. For purposes of this clause, segregable from the Baseline means the software to be implemented is a configuration item with its own purpose and functionality distinct from the Baseline.

(d) Subcontractors and Suppliers. The Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier where tasking is related to OFP.

(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 DATA RIGHTS AND LICENSES IN SUPPORT OF TEST ACTIVITIES

This clause applies to Contractors, subcontractors or suppliers at any tier where tasking will generate verification data.

(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 252.227-7989 (b)(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 Contractor shall deliver all Verification Data collected to support all requirements verification tasking in this contract.

(d) The Contractor 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 Contractor to which the Contractor 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 252.227-7989).

These tools shall provide the DoD and DoD contractors (with a legitimate Government purpose) an equivalent ability as that of the Contractor 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 of each delivery order. Copies of the license shall be provided for

incorporation into the contract as Attachment (17) in Section J. Any changes to the software programs identified in Attachment (17) from the time of award shall be submitted to the Government for approval.

(e) Prior Government Rights Established for Verification Data
(1) The Contractor 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 contract N00019-18-C-1012 at clause H-9. 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 Contractor shall include this clause in its subcontracts or other contractual or legal instruments with its subcontractors or suppliers at any tier where tasking will generate verification data.

H-10 INTEGRATED DATA ENVIRONMENT (IDE) ACCESS

Applicable to each contract, subcontract or other contractual or legal instruments with Contractors, subcontractors or suppliers at any tier necessary to accomplish USG access and/or IDE entry.

a. Definitions.

"Access" is used in this clause and the Statement of Work to describe how the Contractor publishes, divulges, or discloses information required for contract execution, but not required for delivery. For example, "the Contractor shall provide [e.g., providing, provides, etc.] the Government with access." Access may entail read and write privileges and any other privileges granted by the Contractor to the USG within the Contractor's IDE. Information also includes metadata attributes and data incidental to contract administration, such as management data.

"IDE" is used in this contract to mean a shared, configuration-managed, distributed, dynamic data environment composed of common tools and interfaces. It allows data to be captured at its source and made readily available to be shared with others. The IDE integrates the people, processes, business systems, and information associated with designing, acquiring, and supporting a system and allows users connectivity to system development, sustainment, and program data. It provides immediate access to required information for making decisions. Both the Government and the Contractor will control and maintain their own IDEs.

"USG" means, for purposes of this clause only, both federal Government employees and Covered Government Support Contractor personnel (pursuant to DFARS 252.227-7989(a)).

b. IDE Entry and Access.

1. Where USG Access is required in accordance with the Statement of Work, USG individuals shall not be required to personally sign (including by digital signature) any agreement with the Contractor for access via IDE entry to the Contractor's IDE.

2. Upon being granted access to the Contractor's IDE, the USG individuals may use the information as permitted based on the electronic permissions (e.g., inability for information to be saved outside of the Contractor's IDE, controlled digital access, and/or inability to reproduce information) set within the Contractor's discretion. The electronic permissions the Contractor sets shall be consistent with the definitions of access and IDE entry above and the requirements of the contract. The burden is on the Contractor to electronically control permissions and otherwise prevent disclosure of the information. The Government shall not be liable for release or disclosure, except in cases where the Contractor can show that its access control mechanisms were willfully disregarded.

3. There shall be no additional costs imposed by the Contractor for the USG individuals identified by the Government to have access to the Contractor's IDE and costs shall be charged in accordance with the Contractor's disclosure statement. FAR 52.232-39 Unenforceability of Unauthorized Obligations shall be applicable to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or

agreement that may be encountered by the USG as a result of access to the Contractor's IDE. Only the PCO has the authority to agree to any terms or conditions binding the Government; any such terms shall be set forth in writing and incorporated into this contract.

4. It is the Contractor's responsibility to ensure it has the appropriate licenses to grant the USG access to information and permissions to any commercial data or commercial computer software within the Contractor's IDE. The Contractor shall indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses arising out of or in any way related to any access or IDE entry later deemed to have been unauthorized.

5. Information to which the Contractor shall provide the Government with access shall be accomplished via Boeing's web-based document management system. The Contractor shall establish a Government IDE folder in Boeing's web-based document management system, hereafter referred to as the Government IDE folder. The Government shall have system administrator permissions in the Government IDE folder, shall have the ability to upload and download Information from the Government's IDE folder, shall have the ability to create its own folder structure within the Government's IDE folder, and shall have the ability to set user permissions for both USG and Contractor users down to all subfolder levels within the Government IDE folder.

6. The Contractor's IDE shall accommodate the Contractor's obligation to provide the Government with access to real-time Information requirements and shall be utilized to accomplish all requirements for real-time data transfer. The Contractor's IDE shall also accommodate the ability for the Government and the Contractor to collaborate on Contractor-originated documents as necessary.

c. Modification of Accessed Information and Information within the Contractor's IDE

1. The Contractor may allow the USG to modify the information that is accessed or to which the USG has permissions by virtue of IDE entry to the Contractor's IDE but shall not require the USG to modify any information. The Contractor shall remain obligated to meet all terms and conditions of the contract. A USG modification shall not be construed as interference with development or be the basis of a request for equitable adjustment. Decisions to permit modification of information are at the discretion of the Contractor and the requirements of the contract.

2. Access or IDE entry shall not be contingent upon the Government relinquishing any rights pursuant to statute or regulation to which the Government would be entitled if the information were to become a deliverable later in execution. This includes rights to which the Government may have obtained by virtue of its modification to the information accessed.

d. The Contractor shall insert this clause or the substance of this clause in each subcontract or other contractual or legal instruments with its subcontractors or suppliers at any tier necessary to accomplish USG access and/or IDE entry.