

**CUSTOMER CONTRACT REQUIREMENTS**  
**GEDMS Repair of BI CCAs**  
**CUSTOMER CONTRACT N00104-26-P-UA87**

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.

**52.203-12 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."

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

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

**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.

**52.246-2 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".

**52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011).**

**52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION 2026-00038) (FEB 2026).** Subparagraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall notify Buyer via email, with the information about the situation included in the body of the email."

Subparagraph (i)(1) is deleted and replaced with the following: "If the Seller identifies a new FASCSA order(s) that could impact their supply chain, the shall notify the Buyer immediately. 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."

**52.244-6 Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2026-00038) (FEB 2026).**

**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.

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

**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.

**252.211-7003 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.

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

**252.223-7008 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).

**252.225-7012 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.

**252.225-7016 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.

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

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

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

**252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System** (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).

**252.240-7997 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (DEVIATION 2026-00015)** (FEB 2026).

**252.244-7999 Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-00015)** (FEB 2026).