

A. Customer Contract Requirements

1. If the Contract includes a customer contract number at the contract or line-item level, the terms and conditions of Buyer's customer contract that are set forth in the Customer Contract Requirements (CCR) document on the later of the date of the original purchase contract or the date of the latest purchase contract change apply and are incorporated by reference. The CCR may be accessed through the following URL under the customer contract number:

<https://www.boeingsuppliers.com/become/terms/contracts/contracts-0>

If Seller cannot locate the applicable CCR document, please contact Buyer's Authorized Procurement Representative for assistance.

2. If the Contract (i) does not include a customer contract number or (ii) includes the term "VARIOUS" or "NOT SPECIFIED" at the contract or line item level, or (iii) includes a CF-XX-XXX number at the contract or line item level, the requirements set forth in clause H204 are incorporated by reference unless the Contract states that it is not in support of a U.S. Government prime contract.
3. If sections A.1 and A.2 above result in the inclusion of (i) multiple customer-specific CCR documents or (ii) one or more customer-specific CCR documents and H204, Seller is responsible for complying with all applicable requirements.

If Seller cannot determine whether a customer-specific CCR document or clause H204 applies, Seller shall contact Buyer's Authorized Procurement Representative.

B. Additional Requirements

In addition to the requirements applicable to the Contract as set forth in section A, the following clauses apply to the Contract to the extent indicated below. The clauses listed below apply to commercial products and commercial services, unless an express exception is stated below. In all of the following clauses, "Contractor" and "Offeror" mean "Seller."

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021). Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Seller is notified of such by a subcontractor at any

tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email.”

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023). In paragraph (b), if an exception has been granted by the Contracting Officer, notice shall be provided to Seller through Buyer.

52.204-30 Federal Acquisition Supply Chain Security Act Orders Prohibition (DEC 2023). Paragraph (c)(1) is deleted and reserved. The terms “Contractor” and “contractor” mean “Seller.” In paragraph (b)(3) the term solicitation refers to the solicitation from the Government. In paragraphs (b)(5)(i)(A), (c)(3)(i), (c)(4)(i)(C), the term “Government” means “Government or Buyer.” In paragraphs (c) and (d) the terms “contracting officer” and “Contracting Officer” mean “Buyer.” Paragraph (c)(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. In paragraph (c)(3)(i), reference to paragraph (c)(3)(ii) is deleted and the last sentence is deleted and replaced with the following: For indefinite delivery contracts, Seller shall report to Buyer. Paragraph (c)(3)(ii) is deleted and reserved. In paragraph (c)(4)(ii), “10 business days” is replaced with “5 business days.” In paragraph (e)(2) 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 FASCSA orders in the contract that are not in SAM apply to the contract and all subcontracts.

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer. This clause does not apply to commercial products or services (as defined in FAR 2.101).

52.223-11 Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024). Seller shall submit the information required by paragraph (c) (1) annually to Buyer by October 15th during each year of contract performance, and at the end of contract performance. This clause does not apply to commercial products or services (as defined in FAR 2.101).

52.225-13 Restriction on Certain Foreign Purchases (FEB 2021). This clause does not apply to commercial products or services (as defined in FAR 2.101).

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

252.209-7010 Critical Safety Items (AUG 2011). The second sentence in paragraph (b) is deleted and replaced with the following: Items delivered under the Contract are considered critical safety items if they have been designated as critical safety items under a prior contract, or if identified as such in this Contract. Paragraph (c) is deleted replaced with the following: Heightened quality assurance surveillance. Items considered critical safety items in accordance with paragraph (b) of this clause are subject to heightened, risk- based surveillance by Buyer and/or the Government. This clause does not apply to commercial products or services (as defined in FAR 2.101).

252.223-7003 Change in Place of Performance-Ammunition and Explosives (DEC 1991). The clause is revised as follows: (a) Seller shall identify in their offer, the place of performance of all ammunition and explosives work that would be covered by 252.223- 7002. Failure to furnish this information with the offer may result in rejection of the offer. (b) Seller agrees not to change the place of performance of any portion of the offer that would be covered by 252.223-7002 after the date set for receipt of offers without the written approval of the Contracting Officer, which shall be obtained through Buyer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance. (c) If a contract results from this offer, Seller agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer, which shall be obtained through Buyer. This clause does not apply to commercial products or services (as defined in FAR 2.101).

252.223-7008 Prohibition of Hexavalent Chromium (JAN 2023). The term "Contracting Officer" means "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." This clause does not apply to commercial products or services (as defined in FAR 2.101).

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies. (DEC 2018). This clause applies if the Contract is for items covered by the United States Munitions List or the 600 series of the Commerce Control List. This clause does not apply to commercial products or services (as defined in FAR 2.101).

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), the term "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 Seller shall disclose to 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).

252.225-7011 Restriction on Acquisition of Supercomputers (JUN 2005). This clause does not apply to commercial products or services (as defined in FAR 2.101).

252.225-7012 Preference for Certain Domestic Commodities (APR 2022). This clause does not apply to commercial products or services (as defined in FAR 2.101).

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005). This clause does not apply to commercial products or services (as defined in FAR 2.101).

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JAN 2023). This clause does not apply to contracts for commercial items or items that do not contain ball or roller bearings. This clause does not apply to commercial products or services (as defined in FAR 2.101).

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. This clause does not apply to commercial products or services (as defined in FAR 2.101).

252.225-7030 Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (DEC 2006). This clause does not apply to commercial products or services (as defined in FAR 2.101).

252.225-7036 Buy American- Free Trade Agreements-Balance of Payments Program- Basic (FEB 2024). In paragraph (c), the phrase "in the Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic provision of the solicitation" is deleted, and the word "certified" is deleted and replaced with the word "specified." This clause does not apply to commercial products or services (as defined in FAR 2.101).

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

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

labor from XUAR or from an entity that has used labor from within or transferred from XUAR.

252.225-7972 Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015) (MAY 2020).

252.246-7003 Notification of Potential Safety Issues (JAN 2023). This clause applies 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.

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023). This clause applies if the Contract is 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).

C. Order of Precedence

In the event of a conflict associated with the date version of any Federal Acquisition Regulation (FAR) or Defense Federal Acquisition Regulation Supplement (DFARS) clause(s) applicable to this Contract, the date of the clause(s) included in the applicable customer-specific CCR document shall control.