The clauses contained in the following Government regulations are incorporated by reference. Where necessary or appropriate to derive proper meaning in a subcontract situation, "Contractor" shall mean Seller. Government clauses cited elsewhere in the contract shall be those in effect in September 15, 2003.

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<td>Security Requirements (AUG 96) (Applies only if the contract requires access to classified information, &quot;Government&quot; means Buyer or the Government.)</td>
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<td>252.225-7017</td>
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Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 98)

Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 95)

Supplemental Cost Principles (DEC 91)

Protection Against Compromising Emanations (DEC 91) (Applies only if classified information will be processed.)

Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 91). This clause applies only if this contract requires securing telecommunications.

Pricing of Contract Modifications (DEC 91)

Requests for Equitable Adjustment (MAR 98)

Subcontracts for Commercial Items and Commercial Components (MAR 00)

Reports of Government Property (MAY 94). Seller will provide information Buyer may require to complete Buyer's annual report.

Notification of Transportation of Supplies by Sea (MAR 00) ("Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" means Buyer.)

The following clauses also apply if the contract price exceeds $10,000:

Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)

Affirmative Action for Workers with Disabilities (JUN 98)

Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 01)

The following clauses also apply if the contract price exceeds $100,000:

Restrictions on Subcontractor Sales to the Government (JUL 95)

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 91) (Seller's signed proposal provided the required certification.)

Limitation on Payments to Influence Certain Federal Transactions (JUN 97) (The disclosures of Seller and its lower tier subcontractors required by paragraph (c) shall be submitted to Buyer's Material Representative.)

Audit and Records-Negotiation (JUN 99) (Applies if the contract is cost reimbursement, incentive, time-and-materials, labor hour, or price redeterminable type or any combination of these; if cost or pricing data was required; or if cost funding or performance reports will be furnished.)

Toxic Chemical Release Reporting (OCT 00) (Paragraph (e) is deleted and "Contracting Officer" in paragraph (d) means Buyer.)

Notice and Assistance Regarding Patent and Copyright Infringement (AUG 96). (A copy of each notice sent to the Government will be sent to Buyer.) ("Contracting Officer" means Buyer.)

Limitation of Liability -- High-Value Items (Feb 1997) ("Government's" shall mean Government's or Buyer's in paragraph (e).

Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 99) (This clause does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.)
The following clauses also apply if the contract price exceeds $500,000:

252.219-9 Small Business Subcontracting Plan (JAN 02) (Applies only if Seller is not a small business. 
"Contracting Officer" in paragraph (c) means Buyer.)

252.230-2 Cost Accounting Standards (APR 98) (This clause applies only if Seller is subject to Cost 
Accounting Standards (CAS).

252.230-6 Administration of Cost Accounting Standards (NOV 99) (Add "Buyer")

252.219-7003 Small, Small Disadvantaged and Women-Owned Business Small Business Subcontracting Plan 
(DoD Contracts) (APR 96)

252.225-7026 Reporting of Contract Performance Outside the United States" (JUN 00) (not applicable if only 
commercial products are involved.) (This clause applies only if this contract is not for 
commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, 
timber (logs), or subsistence.)

The following clauses also apply if the contract price exceeds $1,000,000:

252.211-7000 Acquisition Streamlining (DEC 91)

The following clauses also apply if Technical Data or Computer Software will be Generated or Delivered:

252.227-7013 Rights in Technical Data--Noncommercial Items (NOV 95)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software 
Documentation (JUN 95)

252.227-7016 Rights in Bid or Proposal Information (JUN 95)

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 95)

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 88)

252.227-7030 Technical Data - Withholding of Payment (MAR 00) (This clause applies only if the delivery of 
data is required by this contract.) ("Contracting Officer" and "Government" means Buyer.)

252.227-7036 Declaration of Technical Data Conformity (JAN 97)

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 99)

252.246-7001 Warranty of Data (DEC 91) ("Contracting Officer" means Buyer.)

The following Air Force FAR Supplement clauses are applicable as indicated:

5352.204-9000 Notification of Government Security Activity (MAY 96) (Applies only if work will be performed on 
a Government installation.)

5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS). (MAY 96) Para (d), 
Substances are 'other ozone depleting substances not listed.'

5352.223-9001 Health and Safety on Government Installations (JUN 97) (Applies only if work will be performed 
on a Government installation.)

Additional Provisions:
DEFENSE PRIORITY RATING. If a defense priority rating is identified on the face of this contract, this is a rated order certified for national defense use and the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700), including accepting or rejecting this contract in writing within fifteen (15) working days after receipt of DO rated or ten (10) days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer.

ANTI-KICKBACK PROCEDURES. Seller agrees to abide by the Anti-Kickback Act of 1986 (41 U.S.C. 51 through 58) and FAR 52.203-7, "Anti-Kickback Procedures" which is incorporated herein by reference, except that subparagraph (c)(1) of FAR 52.203-7 shall not apply to Seller, and further that in subparagraphs (c)(2), (c)(3), and (c)(5), the term "Contractor" shall mean Seller, and in subparagraph (c)(4) the term "Prime Contractor" shall mean Buyer and the term "Subcontractor" shall mean Seller. In addition to reporting possible violations of the Anti-Kickback Act to the Government pursuant to 41 U.S.C. §57(c), Seller shall report such possible violations, if related to Buyer, to the Director of Materiel and/or the Division Counsel of the Boeing division or subsidiary issuing this contract. Seller agrees to hold Buyer harmless from, defend Buyer against, and indemnify Buyer for all costs, expenses, and offsets Buyer may incur as a consequence of violations of this clause by Seller or by Seller's subcontractors or suppliers. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of, this order.

A = ADDED
D = DELETED
R = REVISED