

**BOEING INDIRECT SUPPLY CHAIN
MASTER OFF THE SHELF PURCHASE AGREEMENT**

Effective as of _____, 202_ (the "Effective Date"), The Boeing Company, a Delaware corporation, acting through its division, Boeing Indirect Supply Chain ("Buyer") and _____, a _____ corporation ("Seller"), agree to the following terms and conditions in this Master Off The Shelf Purchase Agreement (together with all attachments, the "Agreement").

1. FORMATION OF CONTRACT

- a. This proposed purchase contract, which incorporates by reference these General Provisions and all other terms and conditions set forth in this proposed purchase contract (collectively, "Contract"), is Buyer's offer to purchase the goods and any related services and/or other deliverables (collectively, the "Goods") described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Buyer's Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller's commencement of performance or acceptance of this Contract in any manner shall conclusively evidence acceptance of this Contract as written. Seller's provision of Goods shall be governed solely by this Contract. Buyer and Seller are referred to herein as a "Party" or collectively as the "Parties".
- b. Except as authorized herein, no amendment or modification of this Contract shall bind either Party unless it is in writing and is signed by the authorized representatives of the Parties.

2. SCHEDULE

- a. Time is and shall remain of the essence in the performance of this Contract and Seller shall strictly adhere to the shipment or delivery schedules specified in this Contract. Failure to deliver in accordance with such schedules, if unexcused, shall constitute a material breach of this Contract. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer, ship via air or other expedited routing, at no additional cost to Buyer, to avoid or minimize delay to the maximum extent possible.
- b. Seller shall not deliver Goods prior to the scheduled delivery dates unless authorized in writing by Buyer's Authorized Procurement Representative.
- c. Buyer shall, at no additional cost, retain goods furnished in excess of the specified quantity or in excess of any allowable overage unless, within forty-five (45) days of shipment, Seller requests return of such excess. In the event of such request, Seller shall reimburse Buyer for reasonable costs associated with storage and return of the excess.

3. PACKING AND SHIPPING

- a. Seller shall pack Goods to prevent damage and deterioration. Unless otherwise set forth in this Contract, Seller shall package Goods in accordance with the requirements of Boeing Document D37522-6 "Supplier Packaging". Buyer may charge Seller for damage to or deterioration of any Goods resulting from improper packing or packaging.
- b. If this Contract specifies Freight on Board (FOB) destination (place of delivery), then in addition to any other shipping instructions, Seller shall forward Goods freight prepaid. Seller shall

make the transportation arrangements, pay the shipping costs, and remain responsible for Goods until Goods are delivered and Buyer takes possession at the destination.

c. If this Contract specifies FOB origin (place of shipment), then in addition to any other shipping instructions, Seller shall forward Goods collect. For Goods shipped within the United States, Seller shall make no declaration concerning the value of Goods shipped except on Goods where the tariff rating is dependent upon released or declared value. In such event, Seller shall release or declare such value at the maximum value within the lowest rating. Seller shall ship Goods in accordance with the Boeing Global Routing Guide found at <https://www.boeingsuppliers.com/logistics.html>. Upon Buyer's request, Seller shall identify packaging charges showing material and labor costs for container fabrication.

d. Seller shall provide with each container shipped under this Contract an Advanced Shipping Notice ("ASN"). For each container shipped, Seller shall provide two (2) readable copies of the ASN barcode as follows: one (1) copy is to be securely affixed to the outside of each container and one (1) copy is to be loose inside each container. Non-conforming shipments are subject to rejection and repackaging at Seller's expense. Instructions and guidelines related to the ASN process can be found on the Boeing Supplier Portal. Seller shall access by selecting the "Enterprise ASN Instructions" hyper-link under the header "Exostar Resources". A copy of these instructions can also be found at <https://www.exostar.com>.

4. CHANGES. Buyer may from time to time request changes to this Contract by giving written notice of the change to Seller (any of the foregoing, a "Change Request"). Seller will notify Buyer within ten (10) days of its acceptance or rejection of any Change Request. If a Change Request causes an increase or decrease in the time required for delivery of any Goods or the performance of any services or in Seller's costs for the Goods or to perform any services, Seller will notify Buyer within ten (10) days of its receipt of the Change Request and the Parties may agree in writing on any modifications to this Contract (including with respect to fees charged by Seller) necessary to reflect the increase or decrease.

5. INSPECTION

a. At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's and Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract, including, but not limited to, production, schedule, and quality. Any Buyer representative shall be allowed access to all areas used for the performance of this Contract. Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.

b. Seller shall maintain an inspection system acceptable to Buyer for Goods.

c. If Buyer performs an inspection, surveillance, review or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

d. Buyer's rights to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, flight safety and configuration control shall extend to customers of Buyer that are departments, agencies or instrumentalities of the United States Government, including but not limited to the United States Government Federal Aviation Administration and any successor agency or instrumentality of the United States Government. Buyer may also, at Buyer's option, by prior written notice from Buyer's Authorized Procurement Representative, extend such rights to other customers of Buyer and to agencies or instrumentalities of foreign governments equivalent in purpose to the Federal Aviation

Administration. Seller shall cooperate with any such United States Government-directed or Buyer-directed inspection, surveillance, test or review without additional charge to Buyer. Nothing in this Contract shall be interpreted to limit United States Government access to Seller's facilities pursuant to law or regulation.

e. Program reviews and production readiness assessments shall be held at Seller's facilities or Buyer's facilities, as requested by Buyer. The topics of these reviews shall be specified by Buyer and may include Seller's current and future capacity and capabilities, raw material and component part status, production status, Buyer-supplied components, inventory, Buyer's requirements, changes, forecasts, disaster preparedness, and other issues pertinent to Seller's performance under this Contract.

6. ACCEPTANCE AND REJECTION. On receipt of any Goods under this Contract, Buyer will evaluate the Goods and either, in its sole discretion and within a reasonable amount of time ("Acceptance Period"): (i) accept the Goods in writing; or (ii) based on non-conformity with related Acceptance Criteria, submit suggestions, comments or other feedback pursuant to which Seller will, at its own expense, modify the Goods and re-submit it to Buyer within five business days. The procedure in this Section will be repeated with respect to each revised version of the Goods, unless and until Buyer issues a written acceptance or final rejection of the revised Goods. Acceptance of any Goods will not negate any rights or remedies Buyer may have under this Contract.

7. SELLER'S NOTICE OF DISCREPANCIES. Seller shall promptly notify Buyer in writing when discrepancies in Seller's process, including any violation of or deviation from Seller's approved inspection/quality control system, or Goods are discovered or suspected regarding Goods delivered or to be delivered under this Contract, including but not limited to the quantity and specific identity of any impacted Goods.

8. COUNTERFEIT PARTS PREVENTION

a. Seller shall not furnish Counterfeit Parts, which defined as unauthorized copies, imitation, substitute or modified parts (e.g. materials, parts, components, subassemblies) which are misrepresented as a specified genuine part(s) of an original or authorized manufacturer. Counterfeit Parts can include, but are not limited to, the false identification of marking or labeling, grade, serial number, lot number, date code, documentation or performance characteristics, including but not limited to used parts represented as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Contract. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit.

b. Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following:

- i. Training of appropriate persons in the awareness and prevention of Counterfeit Parts;
- ii. Application of a parts obsolescence monitoring program;
- iii. Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources;
- iv. Requirements for assuring traceability of parts and components to their original or authorized manufacturers;
- v. Verification and test methodologies to detect counterfeit parts;
- vi. Monitoring of counterfeit parts reporting from external sources;

- vii. Quarantining and reporting of suspect or detected counterfeit parts, including but not limited to preventing reentry into the supply chain.
- c. If Seller provides Electronic, Electrical or Electromechanical (EEE) parts or assemblies containing EEE parts, Seller shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553 (revision as of the effective date of this Contract).
- d. If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts to Buyer, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Parts or Suspect Counterfeit Parts with Goods that conform to the requirements of this Contract. Seller shall be liable for all costs related to the delivery or replacement of Counterfeit Parts or Suspect Counterfeit Parts, including but not limited to any testing or validation costs necessitated by the installation of Goods in replacement of Counterfeit Parts or Suspect Counterfeit Parts.
- e. Seller bears responsibility for procuring authentic parts or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Article. Seller shall include the substance of this Article, including but not limited to this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

9. INVOICES AND PAYMENT

- a. Unless otherwise authorized by Buyer's Authorized Procurement Representative, Seller shall issue a separate original invoice for each delivery of Goods that shall include but not be limited to Buyer's Contract number and line item number. Seller shall forward its invoice to the address specified elsewhere in this Contract. Unless freight or other charges are itemized, Buyer may take any offered discount on the full amount of the invoice. Payment due date, including discount periods, shall be computed from the later of the scheduled delivery of Goods date, the actual delivery of Goods date or the date of receipt of a correct invoice. Payments shall be processed on the next payment system run following the computed payment due date. Payment shall be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay Buyer any amounts paid in excess of amounts due to Seller. Payment shall be subject to the applicable payment process set forth elsewhere in this Contract or as set forth at: <https://www.boeing.com/suppliers>.
- b. Except for amounts invoiced under the "Termination/Cancellation" Article of this Contract, Seller shall be deemed to have waived all charges and fees that are not invoiced within ninety (90) calendar days after the end of the calendar year in which the charges were incurred.

10. SUSPENSION OF WORK

- a. Buyer's Authorized Procurement Representative may, by written order, suspend all or part of the work to be performed under this Contract for a period not to exceed one hundred (100) days. Within such period of any suspension of work, Buyer shall: (i) cancel the suspension of work order; (ii) terminate this Contract in accordance with the "Termination for Convenience" provision of this Contract; (iii) cancel this Contract in accordance with the "Cancellation for Default" provision of this Contract if grounds for default exist; or (iv) extend the stop work period.
- b. Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if: (i) this Contract is not canceled or terminated; (ii) the suspension results in a change in Seller's cost of performance or ability to meet the delivery schedule; and (iii) Seller submits a claim for adjustment within twenty (20) days after the suspension is canceled.

11. WARRANTY

a. Seller warrants that:

- i. Goods will conform to all specifications and requirements of this Contract and will be free from defects in materials and workmanship;
- ii. To the extent Goods are not manufactured pursuant to detailed designs and specifications furnished by Buyer, Goods will be free from design and specification defects;
- iii. Goods, and Buyer's use of and exercise of its rights with respect to Goods, will not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party;
- iv. Goods will be free from liens or encumbrances;
- v. Goods will not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; and
- vi. Goods will not contain any third-party software (including software that may be considered free software or open source software) that: (a) may require any software to be published, accessed or otherwise made available without Buyer's consent; (b) may require distribution, copying or modification of any software free of charge; (c) may require disclosure, license or redistribution of source code; (d) may require the grant of rights in excess of those granted by Buyer in its standard end user license agreements; (e) may require that others have the right to modify the code; or, (f) may impose additional requirements on redistribution such as inclusion of additional license agreements for specific code modules.

b. This warranty will begin on Buyer's final acceptance of Goods and will survive inspection, test and payment for Goods. The warranty will extend for a period of one (1) year or such other period as set forth elsewhere in this Contract, and Buyer will give Seller notice after discovery of a defect or nonconformance in Goods. The warranty will run to Buyer and its successors, assigns and customers. In the event of any defect or nonconformance in Goods, Buyer may, at its option and at Seller's expense: (i) require prompt correction or replacement of Goods, or (ii) return Goods for credit or refund. Return to Seller of defective or non-conforming Goods and redelivery to Buyer of corrected or replaced Goods will be at Seller's expense. Goods required to be corrected or replaced will be subject to the requirements of this Contract in the same manner and to the same extent as Goods originally delivered under this Contract, but only as to the corrected or replaced part or parts thereof.

c. If Seller materially fails to repair any defect in any Good(s), Buyer may accomplish that repair itself or through a third party, and Seller must reimburse Buyer for the cost of the repair either by a direct payment or a reduction in any amount otherwise payable under this Contract, at Buyer's election. Seller will comply with the service levels set forth in Exhibit [●] .

12. TERMINATION/CANCELLATION

a. Termination for Convenience. Buyer may terminate all or part of this Contract for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to stop work. Subject to the terms of this Contract, within ninety (90) days after the effective date of termination, Seller may submit to Buyer a claim reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Buyer using its

standard record keeping system have resulted from the termination. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Further, Seller shall not be paid, and in no event shall Buyer be obligated to pay, lost or anticipated profits or unabsorbed indirect costs or overhead. In no event shall Buyer be obligated to pay Seller any amount in excess of the Contract price. The provisions of this provision shall not limit or affect the right of Buyer to cancel this Contract for default. Seller shall continue all work not terminated.

b. Cancellation for Default

- i. Buyer may, by written notice to Seller, cancel all or part of this Contract: (i) if Seller fails to deliver the Goods within the time specified by this Contract or any written extension; (ii) if Seller fails to perform any other provision of this Contract or fails to make progress, so as to endanger performance of this Contract, and, in either of these two circumstances, within ten (10) days after receipt of notice from Buyer specifying the failure, does not cure the failure or provide Buyer with a written detailed plan adequate to cure the failure if such failure reasonably cannot be cured within such ten (10) days and such plan is acceptable to Buyer's Authorized Procurement Representative; or (iii) in the event of Seller's bankruptcy, suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.
- ii. Seller shall continue all work not canceled.
- iii. Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Goods, and (ii) any partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the canceled portion of this Contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its customer has an interest.
- iv. Buyer shall pay the price for completed Goods accepted. In addition, any payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with the "Termination for Convenience" provision of this Contract, except that Seller shall not be entitled to profit. Buyer may withhold from any amount due under this Contract any sum Buyer determines to be necessary to protect Buyer or Buyer's customer against loss because of outstanding liens or claims of former lien holders.
- v. If, after cancellation, it is determined that Seller was not in default, the rights and remedies of the Parties shall be as if this Contract had been terminated according to the "Termination for Convenience" provision of this Contract.

13. FORCE MAJEURE. Neither Party will be deemed to be in default of any provision of this Contract due to any delay or failure in performance of its duties resulting from acts or events beyond the reasonable control of that Party solely to the extent the event renders performance impossible and the affected Party could not have prevented the delay or failure by reasonable precautions or circumvented the delay or failure through the use of reasonable disaster avoidance or similar procedures. (each a "Force Majeure Event"). Force Majeure Events may include, without limitation, acts of God, acts or threats of terrorism, war, riot, fires, epidemics, pandemics, or floods. The Party affected by the Force Majeure Event will promptly notify the non-affected Party of the occurrence of the Force Majeure Event, its effect on performance, and how long the affected Party expects the Force Majeure Event to last. The affected Party will use commercially reasonable efforts to

minimize the effect of any Force Majeure Event on its performance and to resume its performance under this Contract as expeditiously as possible. If Seller is unable to perform due to a Force Majeure Event, Buyer will be relieved from its duties to pay any amounts due to Seller for the duration of the period of nonperformance. If a Force Majeure Event extends for thirty (30) days or more, Buyer may terminate this Contract or the applicable Order.

14. ASSIGNMENT AND CHANGE OF CONTROL

a. Seller will not and will cause its affiliates not to, directly, indirectly, voluntarily or involuntarily, in each case, whether by transfer, operation of law, or otherwise, undergo a Change of Control (as defined in subparagraph b below) or otherwise assign this Contract, assign any of its rights or interest in this Contract, delegate any of its duties under this Contract, or subcontract for all or substantially all of its performance of this Contract (each, a "Transaction"), without Buyer's prior written consent after advance written notice by Seller. No purported Transaction, with or without Buyer's consent, will relieve Seller of any of its duties under this Contract or prejudice any rights or claims that Buyer may have against Seller, whether the duties, rights or claims, as the case may be, arise before or after the date of any purported Transaction. Despite the foregoing, Seller may assign its right to monies due or to become due under this Contract, and this Article does not limit Seller's ability to purchase standard commercial supplies or raw material in connection with its performance of this Contract.

b. For purposes of this Contract, the term "Change in Control" will mean any of the following, whether in a single transaction or a series of related transactions and whether or not Seller is a party thereto:

- i. a sale, conveyance, transfer, distribution, lease, assignment, license or other disposition of all or substantially all of Seller's assets;
- ii. any consolidation or merger of Seller or its controlling affiliates, any dissolution of Seller or its controlling affiliates, or any reorganization of one or more of Seller or its controlling affiliates; or
- iii. any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, "securities") of Seller or its controlling affiliates in which the holders of all of the securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Seller or such controlling affiliate immediately before such transaction(s) hold less than 50% of the securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s).

c. Seller will not, either directly or indirectly, assign, transfer, or delegate this Agreement or any of its rights or obligations in this Agreement without Buyer's prior written consent. For purposes of the preceding sentence, an "assignment," "transfer," or "delegation" will be deemed to include a sale or transfer of all or substantially all of Seller's assets related to this Agreement, a merger (including by operation of law), any sale, transfer or disposition of the equity of Seller, or any other change of control or similar transaction.

15. BUSINESS CONDUCT

a. Compliance with Laws. Seller and the Goods shall comply with all applicable statutes and government rules, regulations and orders including without limitation, (i) all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15

U.S.C. §§78dd-1, *et. seq.*), regardless of whether Seller is within the jurisdiction of the United States, and Seller shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

b. Gratuities. Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or shall offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this Contract or securing favorable treatment under this Contract.

c. Supplier Code of Conduct. Buyer is committed to a set of core values that includes transparency, integrity, accountability and respect. In furtherance of this commitment, Buyer has adopted a Supplier Code of Conduct that outlines expected values and behaviors for all suppliers, including their employees, agents, or subcontractors. This code may be downloaded at https://www.boeing.com/principles/Boeing_Supplier_Code_of_Conduct.pdf. Buyer strongly encourages Seller to adopt and enforce concepts values and behaviors consistent with those embodied in the Supplier Code of Conduct. Seller shall include the substance of this provision, including but not limited to this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

d. Environmental Health and Safety.

- i. Environment, Health and Safety Performance. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Buyer expects that Seller's EMS shall promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this provision to its suppliers. Seller shall not deliver Goods that contain asbestos mineral fibers.
- ii. Chemical Profile Declaration. If requested by Buyer, Seller shall provide to Buyer or its authorized third-party service provider, the chemical profile of Goods (by part number) in accordance with the requirements defined by the most recent published versions of IPC-1754 (<https://www.iaeg.com/chemicalrpt/ipc1754/>) and IAEG[®] Aerospace and Defense Declarable Substances List (<https://www.iaeg.com/chemicalrpt/addsl/>). A response (or a request for more time) shall be required within twenty-five (25) days of the notification. If requested by Buyer, Seller shall provide updates when there is a change in regulatory requirements, supply of new goods, a new Seller manufacturing location, or a change in the composition of Goods provided since the last chemical profile declaration was provided to Buyer.

e. Work Transfer. Seller shall not and shall ensure its supply chain shall not, initiate a movement or transfer of the location for the work to be performed under this Contract to another facility without Buyer's prior written approval.

f. Buyer Policies. Seller agrees that Buyer's internal policies, procedures and codes are intended to guide the internal management of the Buyer and are not intended to, and do not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by Seller against Buyer.

g. Conflict Minerals. Seller shall, no later than thirty (30) days following each calendar year in which Seller has delivered any Goods to Buyer, under this Contract or otherwise, complete and provide to Buyer a single and comprehensive Conflict Minerals Reporting Template, using the form

found at <https://www.boeing.com>. Seller shall perform appropriate due diligence on its supply chain in order to fulfill the reporting obligations of this Article.

h. Ethics and Compliance Program. Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Buyer strongly encourages Seller to model its program in accordance with the U.S. Sentencing Commission Guidelines, applicable guidance from enforcement authorities, and industry best practices. Seller shall publicize to its employees who are engaged in the performance of work under this Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents by going to <https://www.boeing.com/principles/ethics-and-compliance.page>. Seller shall convey the substance of this provision to its suppliers.

i. Seller and Sub-Tier Supplier Information. In addition to requirements set forth elsewhere in this Contract, Seller shall, when reasonably requested by Buyer, provide sub-tier supplier information related to performance under this Contract. Such information may include but is not limited to Seller's subcontract management plans, Buyer programs supported, Seller assessment of sub-tier supplier's capability, including but not limited to financial health and performance issues.

j. Offset Credits/Industrial Participation

i. To the exclusion of all others, Buyer or its assignees shall be entitled to all industrial benefits or offset credits that might result from this Contract. Seller shall provide all information and assistance to Buyer that Buyer may reasonably request in support of Buyer's efforts to secure offset credits related to Goods.

ii. Before entering into a subcontract for any non-U.S. products or services in excess of \$100,000 in support of this Contract, Seller shall complete and submit to Buyer Form X33647, entitled, "Advance Content Notification/Supplier Foreign Content Report" as set forth in the Supplier Data Requirements List (SDRL) applicable to this Contract. If there is no SDRL applicable to this Contract, Seller shall submit the form to Buyer's Authorized Procurement Representative and e-mail a copy to: foreigncontent@boeing.com.

iii. In addition, Seller shall support Buyer in the fulfillment of offset, industrial participation, co-production or similar obligations that Boeing may have accepted as a requirement for the sale of end products to non-U.S. customers related to Goods.

k. Utilization of Small Business Concerns. Seller agrees to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, historically black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and U.S. Veteran and Service-Disabled Veteran Owned small business concerns to participate in the subcontracts Seller awards to the fullest extent consistent with the efficient performance of this Contract.

16. ACCESS TO PLANTS AND PROPERTIES. Where Seller is either entering or performing work at premises owned or controlled by Buyer or Buyer's customer or obtaining access electronically to Buyer systems or information, Seller shall comply with: (i) all the rules and regulations established by Buyer or Buyer's customer for access to and activities in and around premises controlled by Buyer or Buyer's customer; (ii) Buyer requests for information and documentation to validate citizenship or immigration status of Seller's personnel or subcontractor personnel; and (iii) "The Boeing Company On-Site Environment, Health and Safety & Insurance Supplemental Provisions" located in SP4. In addition, Seller acknowledges that Buyer may perform routine background checks on Seller personnel. Seller shall include the substance of this Article, including but not limited to this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

17. CYBERSECURITY AND ELECTRONIC ACCESS

- a. Seller shall comply with “The Boeing Terms of Use and Cybersecurity Supplement (“Terms of Use”)” located in SP5 at <https://www.boeingsuppliers.com/terms.html>, as may be updated from time to time, which is incorporated by reference.
- b. In addition to any other rights and obligations set forth in any relevant agreement, Seller acknowledges that any information accessed through the electronic information systems operated by or on behalf of Buyer, whether or not marked as “proprietary” or equivalent, shall be considered as proprietary to Buyer and shall be protected in accordance with the “Confidential, Proprietary, and Trade Secret Information and Materials” Article of this Contract.

18. TRADE CONTROL COMPLIANCE

- a. Each Party represents and warrants that it will comply with all export control and sanctions laws of the United States and any applicable foreign governmental authority having jurisdiction that govern: (a) exports (including deemed exports), reexports, or transfers of products, services, or technologies from the United States to a foreign country, or from one foreign country to another foreign country; or (b) economic or trade sanctions or embargoes, including the Arms Export Control Act (22 U.S.C. §§ 2778 et. Seq.), the International Traffic in Arms Regulations (“ITAR”) (22 C.F.R. 120 Parts 120-130), the Export Administration Regulations (“EAR”) (15 C.F.R. Parts 730-774) and associated executive orders, and the laws and regulations implemented by the Office of Foreign Assets Controls, United States Department of the Treasury (31 C.F.R. Parts 500-599) (all of the foregoing in this paragraph, “Export Control and Sanctions Laws”).
- b. Seller will, to the extent applicable, comply with the requirements for contractors to register with the Department of State according to ITAR. For hardware, software, or technology subject to the EAR, Seller will give, with the Goods, the export classification control number for the hardware, software, or technology that will be provided under the Contract. For hardware, software, or technology subject to ITAR, Seller will notify Buyer, before sale, if any Goods are controlled as a defense article under the ITAR or any other country’s laws or regulations. Seller will use reasonable efforts to cooperate with and assist Buyer in determining the correct jurisdiction (ITAR or EAR) and category/classification of any hardware, software, or technology that Seller has not determined the applicable export category or classification for. The substance of this section will be incorporated into any subcontract entered into by Seller for the provision of any part of the Goods under this Contract.
- c. Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller’s sub-tier suppliers or Seller’s non-U.S. subsidiaries) any export-controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.
- d. Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.
- e. Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller’s compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

- f. Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.
- g. Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including but not limited to any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.
- h. Seller shall incorporate into any contracts with its sub-tier suppliers, obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

19. QUALITY CONTROL. Seller shall establish and maintain a quality control system acceptable to Buyer for Goods. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability.

20. CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION AND MATERIALS

- a. Definitions.
 - i. "Confidential Information" means any confidential or proprietary information disclosed by or on behalf of the Discloser or to which Recipient otherwise gains access hereunder that is either marked "Confidential" or "Proprietary" or under the circumstances of disclosure or access should reasonably be considered as confidential or proprietary.
 - ii. "Discloser" means the party that discloses Confidential Information, or on whose behalf Confidential Information is disclosed, to the Recipient, or whose Confidential Information is otherwise exposed to the Recipient.
 - iii. "Recipient" means the party that receives Confidential Information from the other party, or is otherwise exposed to the 'other party's Confidential Information.
- b. Exceptions. The duties of confidentiality in this Agreement do not apply to information that: (a) is lawfully in or enters the public domain without breach of this Agreement by and through no fault of the Recipient; (b) the Recipient was lawfully in possession of without any duty of confidentiality or nondisclosure before obtaining it hereunder; (c) the Recipient can demonstrate using records kept in the ordinary course of Recipient's business that Recipient developed independently and without use of or reference to the Discloser's Confidential Information; or (d) the Recipient receives from a third party without restriction on disclosure and without breach of a nondisclosure duty.
- c. Use of Confidential Information; Protective Measures. Discloser's Confidential Information is the property of Discloser, and the Recipient obtains no right, title, interest, or license in or to the Discloser's Confidential Information except as expressly set forth in this Agreement. Recipient must: (a) hold in strict confidence all Discloser's Confidential Information; (b) use the Discloser's Confidential Information only to perform Recipient duties or to exercise Recipient's rights under this Agreement; and (c) not transfer, display, convey or otherwise disclose or make available Discloser's Confidential Information to any individual or entity except to the Recipient's directors, officers, employees, agents, contractors, accountants, auditors, or legal and financial advisors who need to know the Confidential Information and who are under confidentiality duties substantially similar to those in this Agreement; any handling and treatment of Confidential Information according to this Agreement by any of the foregoing individuals or entities will be Recipient's full responsibility. Recipient will use at least the

same degree of care to protect the Discloser's Confidential Information as Recipient uses to protect its own Confidential Information of like nature, but Recipient must use at least reasonable care. Despite anything to the contrary in this Section, Buyer may, at any time use, reformat, copy, or disclose Seller's Confidential Information to (a) perform or obtain data analysis or risk mitigation and (b) obtain and benefit from data storage, hosting and other outsourced services.

d. Response to Orders. The Recipient may disclose the Discloser's Confidential Information in response to a valid court order, Law, or other governmental action or request so long as (i) Recipient notifies the Discloser in writing before disclosure of the information and gives Discloser a reasonable opportunity to obtain a protective order, (ii) the Recipient assists the Discloser, at the Discloser's expense, in any attempt to limit or prevent the disclosure of the Confidential Information, and (iii) the Recipient discloses only the minimum Confidential Information needed to comply with the order or request.

e. Return of Confidential Information. On the termination of this Agreement, or on receipt of a request from the Discloser, the Recipient will either return or securely destroy all of the other party's Confidential Information (and will certify in writing to the same). Despite the foregoing, Recipient may retain, subject to the terms of this Agreement, copies of Discloser's Confidential Information required for compliance with its recordkeeping requirements and for compliance with applicable Laws, regulations, and other mandated record keeping requirements.

f. Injunctive Relief. Recipient agrees that the Discloser may have no adequate remedy at law if there is a breach or threatened breach of this Section, and, accordingly, that the Discloser will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach, in addition to any legal remedies available to that party, without the necessity of proving actual damages and without the necessity of posting a bond (or other security).

21. INTELLECTUAL PROPERTY INDEMNITY. Seller shall indemnify, defend and hold harmless Buyer and its customer from all claims, suits, actions, awards (including but not limited to awards based on intentional infringement of patents), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any intellectual property right or misappropriation or wrongful use of information or documents, and arising out of or related to the use, manufacture, reproduction, sale or other distribution of Goods by Buyer or its customer. Buyer and/or its customer shall timely notify Seller of any such claim, suit or action. Seller shall, at its own expense, defend such claim, suit or action and Buyer shall have the right to participate in the defense at its own expense. Seller shall have no obligation to indemnify Buyer for infringement arising from (i) the compliance of Seller's new product design with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (ii) use or sale of Goods for other than their intended application when such infringement would not have occurred from the use or sale of those Goods solely for the purpose for which they were designed or sold by Seller. The exception in (i) above shall not apply if the infringement arises out of adherence to one or more industry standards or regulatory requirements. For purposes of this Article only, the term Buyer shall include The Boeing Company, all Boeing subsidiaries and all officers, agents and employees of Boeing or its subsidiaries.

22. INTELLECTUAL PROPERTY

a. Definitions:

- i. "Intellectual Property" or ("IP") means inventions, discoveries and improvements; know-how, works of authorship, technical data, drawings, specifications, process information, reports and documented information; and computer software.

- ii. "IP Rights" means all worldwide common law and statutory rights to the IP, including but not limited to rights under patents, industrial designs, trade secrets, copyrights and mask work registrations.
 - iii. "Background IP" means all IP and IP Rights owned or controlled by Seller prior to the effective date or outside the scope of this Contract.
 - iv. "Foreground IP" means IP and IP Rights conceived, developed or created by, for or with Seller either alone or with third parties, in the performance of this Contract, including but not limited to modifications to any Buyer Specification suggested by Seller.
 - v. "Buyer Specifications" means performance specifications, specification control documentation, interface control documents, schematics, definitions, configurations, and certification data, and all IP Rights therein, used or intended to be used by Boeing: (i) to establish and define (1) requirements for Goods and associated processes, service level, system specification, certification, and configuration; and (2) architecture descriptions for Goods and associated processes, service, and system; and (ii) to procure and certify Goods or similar products and to assure integration of Goods or similar product with a Boeing product or other systems and equipment included in a Boeing product.
- b. Seller-Owned IP. Seller shall retain ownership of its Background IP and any Foreground IP not assigned to Buyer pursuant to paragraph d. below (collectively, the "Seller-Owned IP"). Seller grants to Buyer an irrevocable, nonexclusive, sublicensable, perpetual, paid-up, royalty-free, worldwide license to exercise all IP Rights in Seller-Owned IP solely to the extent that such Seller-Owned IP would otherwise interfere with Boeing's, or its suppliers', or Customers' use or enjoyment of Goods, Buyer Specifications or Buyer-owned IP. In addition, if Buyer cancels all or part of this Contract for Seller default in accordance with the "Cancellation for Default" provision of this Contract, Seller hereby grants Buyer the right to exercise all IP Rights in Seller-Owned IP for the purpose of preventing interruptions to or stoppage of Boeing's production lines or delivery of Boeing's products to Customers.
- c. Third Party IP. If Seller incorporates third-party IP into any contract deliverable, Seller shall obtain for Buyer at least the license rights granted in paragraph b of this Article in such third-party IP, at no additional cost to Buyer and hereby grant such rights to Buyer.
- d. Foreground IP. This subparagraph d shall not apply to unmodified commercial off-the-shelf Goods. If Goods are developed, modified or redesigned pursuant to this Contract then the paragraphs below apply.
- i. All Foreground IP shall be the exclusive property of Buyer.
 - ii. Seller hereby irrevocably assigns to Buyer all right, title and interest in the Foreground IP for no additional charge. Seller shall protect Foreground IP as Proprietary Information and Materials under this Contract and shall mark documents or portions of documents containing Foreground IP as "Boeing Proprietary" information or as otherwise directed by Buyer in writing.
 - iii. Seller shall, within two (2) months after conception or first actual reduction to practice of any invention and prior to Contract completion, disclose in writing to Buyer all inventions assigned hereunder, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Seller shall promptly execute all written instruments, and assist as Buyer reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign Buyer's Foreground IP rights. If Seller does not or cannot execute

instruments or assist Buyer as described above, Seller hereby irrevocably appoints Buyer and any of Buyer's officers and agents as Seller's attorney in fact to act on Seller's behalf and instead of Seller, with the same legal force and effect as if executed by Seller, with respect to executing any such written instruments.

e. Buyer-Owned IP. Buyer shall retain ownership of all Buyer IP provided hereunder, including but not limited to the Buyer Specifications, and of any Foreground IP assigned to Buyer pursuant to paragraph d. above (collectively, the "Buyer-Owned IP"). Buyer grants to Seller a non-exclusive, royalty-free right during the term of this Contract to exercise all IP Rights in the Buyer-Owned IP solely as necessary for Seller to perform its obligations under this Contract. Seller shall not, without Buyer's prior written consent, use Buyer-Owned IP or any derivative works of any of the Buyer-Owned IP in any manner not authorized under this Contract, including but not limited to developing, manufacturing, obtaining a certification to manufacture, offering for sale or selling any product, equipment, or service which utilizes or is enabled by Buyer-Owned IP.

23. TAXES. The price of this Contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Contract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

24. FINANCIAL RECORDS AND AUDIT. Seller will, during the term of this Agreement and for seven years thereafter, keep and maintain complete and accurate books and records related to this Agreement and all license fees invoiced in connection with this Agreement. On reasonable notice to Seller, Buyer may, not more than one time in any twelve (12)-month period (unless Buyer is aware of, or suspects, that Seller is in material breach of this Agreement), at its sole expense and during normal working hours, either engage an independent, third-party accounting firm to audit, or audit itself, the Seller's records to the extent necessary to verify the accuracy of the license fees (and the firm may share the results of the audit with Buyer, subject to the confidentiality provisions in this Agreement). If any audit reveals (a) any inaccuracy in the amount of license fees invoiced to Buyer, any overpaid amounts will be reimbursed to Buyer (bearing interest at 1.5% per month or the highest rate allowed by law), and (b) any overpayment of fees that is greater than 5% higher than the amounts that Buyer should have paid, Seller will reimburse Buyer for the costs of the audit.

25. SELLER FINANCIAL REVIEW. Seller shall provide financial data as specified below, on a quarterly basis, or as requested, to Buyer for credit and financial condition reviews by Buyer's Enterprise Credit Risk office. If Seller itself is publicly traded (not a subsidiary of a publicly-traded company) and is required to file reports with the Securities and Exchange Commission ("SEC"), Buyer shall obtain Seller financial data from information made available to the general public via 10-K and 10-Q reporting requirements. In the event that Seller does not submit financial statements to the SEC or is no longer required to do so during the term of this Contract, Seller shall provide financial data on a quarterly basis to Buyer. Such financial data shall include but is not limited to balance sheets, schedule of accounts payable and receivable, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of such data are to be made available within seventy-two (72) hours of any written request by Buyer. All such information shall be treated as confidential.

26. GOVERNMENT OR OTHER CUSTOMER CLAUSES

a. Government or other Buyer customer clauses applicable to this Contract, if any, are incorporated elsewhere in this Contract either by attachment or by some other means of reference.

b. In addition, the clause(s) below are incorporated by reference, as if fully set forth herein, from the Federal Acquisition Regulation (“FAR”) and/or Defense Federal Acquisition Regulation Supplement (“DFARS”) and apply to the extent indicated therein. Except as may be otherwise stated, “Contractor,” “Offeror” or any equivalent terms means Seller, “Government,” “Contracting Officer” or any equivalent terms means Buyer, and all references to a “Disputes” clause shall mean the “Disputes” Article of this Contract. The effective version of each clause listed shall be the latest version published on the date this Contract is issued. The full text of a clause may be accessed electronically at <https://www.acquisition.gov/content/regulations>.

- i. **FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.** Paragraph (b) is deleted and replaced with the following: “Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract.” Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: “In the event Seller identifies covered telecommunications equipment or services provided to Buyer 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.”

27. RESERVED

28. PUBLICITY. Without Buyer’s prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding Goods or this Contract or the program to which it pertains. Seller shall be responsible to Buyer for any breach of such obligation by any subcontractor.

29. PROPERTY MANAGEMENT. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer’s property and all property to which Buyer acquires an interest by virtue of this Contract. Seller assumes all risk of loss, destruction or damage of such property while in Seller’s possession, custody or control, including but not limited to any transfer to Seller’s subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract without Buyer’s prior written consent. Seller shall notify Buyer’s Authorized Procurement Representative if Buyer’s property is lost, damaged or destroyed. As directed by Buyer’s Authorized Procurement Representative, upon completion, termination or cancellation of this Contract, Seller shall deliver such property, to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this Article limits Seller’s use, in its direct contracts with the Government, of property in which the Government has an interest.

30. INDEMNIFICATION, INSURANCE AND, PROTECTION OF PROPERTY. The following provisions shall only apply if and to the extent Seller’s personnel enter or perform work at premises owned or controlled by Buyer or Buyer’s customer:

- a. Indemnification.
- i. Definitions:

1. "Buyer Indemnitees", means, collectively, Buyer and its Affiliates, and each of their respective directors, officers, partners, employees and agents (each individually is a "Buyer Indemnitee").
 2. "Claim" means any claim, demand, lawsuit, action, or other proceeding brought against a Buyer Indemnitee by a third party.
 3. "Liabilities" means any and all liabilities, damages, losses, costs and expenses (including attorneys' fees).
- ii. Seller will defend the Buyer Indemnitees against any Claim, to the extent arising from: (i) any breach by Seller of its duties set forth in Section [X](Confidentiality) or [the Supplement for the Security of Personal Data] and any data breaches or other data security incidents that are attributable to any act or omission of Seller; (ii) Seller's fraud, negligence, or willful misconduct; (iii) personal injury (including death), damage, destruction, or loss of property caused by Seller or anyone performing Services on Seller's behalf; (iv) Seller's failure to comply with applicable law; or (v) any infringement, misappropriation, or violation, or alleged infringement, misappropriation, or violation, of any intellectual property rights of any third party resulting from Buyer's exercise of its rights under this Contract with respect to the Goods or any services provided by Seller [or Buyer's customers' use of the Goods], except to the extent the infringement was caused by (a) a modification, enhancement, or misuse by Buyer of the Licensed Software where the modification, enhancement, or misuse was not furnished or permitted by Seller, or (b) the combination, operation, or use by Buyer of third-party software with any Licensed Software where the combination, operation, or use was not furnished or permitted by Seller (unless the combination was necessary or reasonably foreseeable for the proper functioning of the Licensed Software) (each such Claim a "Seller Indemnifiable Claim"). Seller will indemnify and hold harmless the Buyer Indemnitees against any Liabilities arising from or related to any Seller Indemnifiable Claim. Seller's duty to defend each Buyer Indemnitee is separate and independent from its duty to indemnify and hold harmless that Buyer Indemnitee.
- b. If Buyer's exercise of its rights under this Agreement with respect to the Goods is found, or in Buyer's opinion is likely to be found, to infringe on or misappropriate the intellectual property or proprietary rights of any third party, or the continued use of the Goods is enjoined, Seller will promptly notify Buyer and at Seller's own cost and expense and in a manner as to minimize the disturbance to Buyer: (i) obtain for Buyer the right to continue exercising its rights under this Agreement with respect to the Goods to the full extent contemplated by this Agreement; (ii) modify the Goods so as to avoid such a claim, without degrading the performance or quality of the Goods or adversely affecting Buyer's intended use, or (iii) replace the Goods with a non-infringing functional equivalent acceptable to Buyer. If Seller is unable to achieve any of the remedies set forth in the foregoing clauses (i) through (iii), Buyer may terminate this Agreement and Seller will refund to Buyer any fees paid for Goods.
- c. Seller's indemnification obligations hereunder will, with respect to a given Seller Indemnifiable Claim, be subject to the Buyer Indemnitee seeking defense or indemnification by: (a) providing reasonable notice of the existence of the Seller Indemnifiable Claim to Seller (EXCEPT that any delay in notification will not relieve Consultant of its obligations except and solely to the extent that the delay materially impairs Seller's ability to defend or indemnify the Seller Indemnifiable Claim); (b) reasonably cooperating with Seller with respect to the defense and settlement of the Seller Indemnifiable Claim; and (c) permitting Seller, at Buyer's option, to participate in and control the

defense and settlement of the Seller Indemnifiable Claim. Seller will not settle any Indemnifiable Seller Claim without Buyer's prior written consent if that settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of any Buyer Indemnitee, or otherwise requires any Buyer Indemnitee to take or refrain from taking any material action (including the payment of fees or other amounts).

d. Commercial General Liability. Seller will carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by Buyer, Commercial General Liability insurance with available limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. This insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including that specifically assumed under paragraph a herein) and goods and completed-operations insurance with limits of not less than \$1,000,000 per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Buyer. This insurance will not be maintained on a per-project basis unless the respective Seller or subcontractor thereof does not have blanket coverage.

e. Automobile Liability. If licensed vehicles will be used in connection with the performance of the work, Seller will carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

f. Workers' Compensation and Employers' Liability. Throughout the period when work is performed and until final acceptance by Buyer, Seller will, and ensure that any subcontractor thereof will, cover or maintain insurance according to the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than \$1,000,000 per incident) with respect to all of their respective employees working on or about Buyer's premises. If Buyer is required by any applicable law to pay any Workers' Compensation premiums with respect to an employee of Seller or any subcontractor, Seller will reimburse Buyer for the payment.

g. Certificates of Insurance. Before commencement of the work, Seller will provide for Buyer's review and approval certificates of insurance reflecting full compliance with the requirements set forth in paragraphs 30.d., 30.e., and 30.f. These certificates will be kept current and in compliance throughout the period when work is being performed and until final acceptance by Buyer, and will provide for thirty (30) days advance written notice to Buyer in the event of cancellation. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage will not constitute a waiver of Seller's or subcontractor's duties hereunder.

h. Self-Assumption. Any self-insured retention, deductibles and exclusions in coverage in the policies required under this Article will be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and, to the extent applicable, will be paid by Seller or the subcontractor. In no event will the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

i. Protection of Property. Seller assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties, whether owned, hired, rented, borrowed or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and

their respective directors, officers, employees and agents for any such loss, destruction or damage. At all times, Seller shall, and ensure that any subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

31. RESERVED

32. GOVERNING LAW. This Contract and any disputes arising out of, or relating to, this Contract shall be governed by the laws of the State of Delaware without regard to the conflict of law rules thereof. This Contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

33. DISPUTES. Any dispute that arises under or is related to this Contract that cannot be settled by mutual agreement of the Parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Seller shall proceed with performance of this Contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

34. NO WAIVER; RIGHTS AND REMEDIES. Any failures or delays of either Party in enforcing any provisions of, or in exercising any rights or remedies under, this Contract, will not be construed as a waiver or relinquishment of any such provisions, rights or remedies. Except as expressly stated otherwise in this Contract, the rights and remedies set forth in this Contract are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity. Seller agrees that Buyer may have no adequate remedy at law if there is a breach or threatened breach of this Contract by Seller with respect to its delivery of the Goods to Buyer, and, accordingly, that Buyer will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach, in addition to any legal remedies available to Buyer, without the necessity of proving actual damages and without the necessity of posting a bond (or other security). Seller agrees that Buyer's approval or acceptance of Seller's technical and quality specifications, drawings, plans, procedures, reports, and other submissions will not relieve Seller from its duties to perform all requirements of this Contract.

35. NOTICE TO BUYER OF LABOR DISPUTES. Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, Seller shall immediately give notice thereof, including all relevant information, to Buyer.

36. ORDER OF PRECEDENCE. All documents and provisions in this Contract shall be read so as to be consistent to the fullest extent possible. In the event of a conflict or inconsistency between the documents or provisions as incorporated into or attached to this Contract, the documents or provisions shall prevail in the order listed below, with the first document or provision listed having the highest precedence:

Document Title/Description:

- a. Customer Contract Requirements (CCR), if set forth in this Contract
- b. The system generated purchase contract document.
- c. Common terms and conditions (CXXX, DXXX, EXXX, FXXX, GXXX, HXXX, IXXX, JXXX, MXXX, QXXX)
- d. Buyer site-specific terms and conditions

- e. General Provisions (GP1, GP2, GP3, GP4, GP6, GP7, GP8, GP9) and Special Provisions (including SP1, SP2, SP3 (incorporated by this reference where Seller is formed, organized or incorporated outside the United States), SP4 and SP5)
- f. Specifications (the most recently agreed to and issued version of specifications shall control and Buyer's specifications shall prevail over any subsidiary documents referenced therein)
- g. Statements of work (the most recently agreed to and issued version of a statement of work shall control)
- h. All other attachments, exhibits, appendices, documents or terms incorporated by reference in or attached to this Contract

37. ENTIRE AGREEMENT. This Contract, together with all purchase orders, change orders, attachments, exhibits, supplements, specifications, schedules and other terms referenced in or attached to this Contract, contains the entire agreement of the Parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this Contract.

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives, effective as of the date set forth above.

BUYER:
THE BOEING COMPANY (ACTING THROUGH
ITS DIVISION, BOEING INDIRECT SUPPLY
CHAIN)

SELLER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____