

**Boeing Indirect Supply Chain
SOFTWARE LICENSE AGREEMENT**

Effective _____ (the "Effective Date"), The Boeing Company ("Buyer"), a Delaware corporation, acting through its division, Boeing Indirect Supply Chain, and _____ ("Seller"), a _____ corporation, agree to the following terms and conditions.

RECITALS

- A. Buyer and Seller desire to establish now the terms and conditions under which they will do business in the future in order to expedite the placement and fulfillment of orders.
- B. Buyer and Seller have specifically negotiated these terms and conditions with the express intent that they apply to each Contract placed by Buyer with Seller during the term hereof.

NOW, in consideration of the recitals, mutual promises, and covenants contained herein, the parties do agree as follows:

AGREEMENT

1. DEFINITIONS

In addition to other terms defined elsewhere in this agreement, the following terms, when capitalized, shall have the following meanings:

"Agreement" means these terms and conditions, each and every Contract, and all exhibits now or hereafter made part of this Agreement that are incorporated by this reference, and any other requirements or provisions attached to, incorporated into, or otherwise specified in these terms and conditions or any Contract.

"Buyer" means The Boeing Company or its divisions or The Boeing Company for any of its affiliates or wholly owned subsidiaries. All references in this Contract to The Boeing Company and any of its affiliates, divisions, or wholly owned subsidiaries shall mean Buyer.

"Buyer's Authorized Procurement Representative" means the representative of Boeing Indirect Supply Chain Supplier Management department identified in the Contract and as may be changed by written notice, who is authorized by Buyer to act on behalf of Buyer in business transactions with Seller.

"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").

"Claim" means any claim, demand, lawsuit, action, or other proceeding brought against a Buyer Indemnitee by a third party. "Liabilities" means any and all liabilities, damages, losses, costs and expenses (including attorneys' fees).

"Claims" means all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, and damages of any kind and nature whatsoever.

"Components List" means the inclusion of a comprehensive and confidentially supplied list, or a bill of materials, of each binary component of the software, firmware, or product that is used in the software, firmware, or product.

"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. "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. "Recipient" means the party that receives Confidential Information from the other party, or is otherwise exposed to the other party's Confidential Information.

"Contract" means Buyer's written order or change order to Seller that references this Agreement, for the delivery of Goods.

"Critical Program Error" means any Program Error, Key, or Vulnerability whether or not known to Buyer, that has or may have substantial adverse impact on the operations of Buyer or on use of the Goods.

"Documentation" means user manuals for the Goods on the date that the applicable Contract takes effect; and any other materials in any form that Seller customarily provides to end users of the Goods. Documentation includes, without limitation, all of the published specifications, the Components List, licenses, and copyrights for the Goods on the date that the applicable Contract takes effect.

"Goods" means all of the Licensed Software, all of the services performed under the clause entitled "Support Services," and any other services related to the Licensed Software.

"Indemnitees" means Buyer and its affiliates, and their respective directors, officers, employees, and agents.

"Key" means any password, access code, key, node lock, time-out, or other function, whether implemented by electronic, mechanical, or other means, that restricts or may restrict exercise of any of the licenses granted under this Agreement, based on residency on certain computing equipment, frequency or duration of use, or other limiting criteria.

"Licensed Software" means the Program and its Documentation.

"Losses" means all expenses, costs of litigation (including without limitation clerk, paralegal, and expert witness costs), and reasonable attorneys' fees related thereto or incident to establishing the right to indemnification, whether or not specifically awardable under any court rules.

"Malicious Code" means any virus, worm, Trojan horse, logic bomb or any other code designed to contaminate other computer programs or computer data, consume computer resources, modify, destroy, record, or transmit data in a manner not intended by the computer, system or network, or in some other fashion usurp the normal operation of a computer, system or network.

"Normal Working Hours" means all or any portion of Seller's normal prime shift period, Monday through Friday.

"Program" means each and every copy of the computer program or programs and all corrections, updates, new releases, and new versions of such programs, if any, ordered under this Agreement, in any form, whether object code or Source Code.

"Program Error" means code in any Program or information contained in any Documentation that makes the Licensed Software inoperable or that produces unintended results or actions or that produces results or actions other than those described in the Documentation or this Agreement. Program Error includes, without limitation, any Critical Program Error.

"Site" means the entity or geographical location specified in the Contract, if applicable, at which the Goods will be installed and used under this Agreement.

"Source Code" means the human readable version of a software program that requires compilation or other manipulation before it can be executed by a computer and all corresponding source documentation, including application programming interface specifications, release notes and build procedures.

"Specifications" means the specifications, technical descriptions, statements of work, schedules, drawings, and designs prepared by or at the direction of Buyer.

"Subcontractor" means any subcontractor, at any tier, or any other third party that performs any of Seller's obligations under this Agreement.

"Vulnerability" means an error, flaw, defect, failure, or fault in the Goods that negatively affects the confidentiality, integrity, or availability of the Licensed Software or the Buyer's networks, computers, devices, software, and/or data.

"Warranty Period" means the first year after acceptance of the Goods and any subsequent period during which Seller performs under the clause entitled "Support Services."

2. TERM; APPLICATION OF TERMS AND CONDITIONS

- a. Term. These terms and conditions shall take effect on the Effective Date and expire on the fifth anniversary of the Effective Date, unless earlier terminated in accordance with the terms hereof or by the mutual written consent of the parties.
- b. Terms and Conditions. This Agreement shall apply to all copies of the Licensed Software provided to Buyer, whether by Seller or any of its authorized distributors, dealers, or agents. These terms and conditions shall be incorporated into every Contract described in the paragraph entitled "Orders" automatically and without further formalities, as of the date the Contract takes effect.

- c. Orders. Goods may be ordered on the terms and conditions of this Agreement solely by Buyer's Authorized Procurement Representative on a Contract. Each Contract will be effective upon written acknowledgment by Seller or commencement of performance by Seller. Each Contract shall specify the:
 - (1) Licensed Software ordered and the media on which it is to be provided.
 - (2) Price.
 - (3) Delivery schedule.

- d. Objection. Except for the terms set forth in the paragraph entitled "Orders," neither party shall be bound by, and each specifically objects to, any term or condition that is different from or in addition to the provisions of these terms and conditions, unless such different or additional term or condition is accompanied by an express reference to the inconsistent term in these terms and conditions, or expressly waives the prohibition of different or additional terms in this paragraph, and is in writing signed by the party to be obligated. Such a modification, however, will apply only to the transaction covered by the Contract and has no effect whatsoever on the terms of this Agreement or the order of precedence applicable to any other transactions under this Agreement. Without limiting the generality of this paragraph, opening of a software package, accepting any "click-through" license or terms, or the performance of any other act that would otherwise constitute acceptance of terms and conditions in Seller's end user agreement or any terms and conditions posted on a website shall have no effect whatsoever.

- e. Order of Precedence. In the event of any inconsistency within or relating to this Agreement, the following order of precedence will apply:
 - (1) Each Contract.
 - (2) These terms and conditions.
 - (3) The Specifications.
 - (4) The specifications, technical descriptions, statements of work, schedules, drawings, and designs, other than those described in paragraph 2.e.(3), prepared by Seller, including, without limitation, those contained in Seller's proposal and any correspondence or statements made by Seller leading up to contract award.

3. DELIVERY AND RISK OF LOSS

- a. Delivery. Unless the Contract specifies a different delivery point, all deliveries under this Agreement shall be F.O.B. destination. Title and risk of loss of all of the Goods shall pass to Buyer on delivery. Notwithstanding the foregoing, only risk of loss, not title, of the Program shall pass to Buyer on delivery.

- b. Delivery Schedule. Shipment and delivery under this Agreement shall be strictly in accordance with the quantities and schedules specified in the Contract and with the other requirements of this Agreement. Seller shall promptly notify Buyer in writing of any delay in delivery, the reasons therefor, and the actions being taken by Seller to overcome or minimize the delay. If requested by Buyer, Seller shall, at Seller's expense, ship by air or other fast transportation to avoid or minimize the delay to the maximum extent possible.

- c. Packing and Shipment. Seller shall prepare and pack the Goods to prevent damage and deterioration and to comply with carrier tariffs. Charges for preparation for shipment (including packing and crating) are included in the price unless separately specified in the Contract. Seller shall not include vermiculite or other hazardous substance in any packing material included with the Goods.
- d. Returns. All returns of rejected or defective Goods, and the shipment of replacement Goods, shall be at Seller's risk and expense.
- e. Media. The Licensed Software shall be delivered on the media or via the method specified in the Contract. If no media or other delivery is specified, Seller will deliver the Licensed Software on the media that Seller customarily provides to end-users of the Goods.

4. INSTALLATION

- a. Site Preparation. If necessary, prior to delivery of the Goods, Buyer shall prepare each Site in accordance with instructions provided by Seller at least thirty (30) days prior to delivery.
- b. Installation. Unless otherwise specified in the Contract, Seller shall, at its expense, install the Goods at each Site, using its own tools, equipment, and materials.
- c. Secure Facility. If the Goods are to be installed at a secure facility, Seller shall:
 - (1) Prior to beginning the installation work, provide Buyer with a list (including descriptions, quantities, and serial numbers) of Seller's tools and equipment to be used in the installation work.
 - (2) Upon completion of the installation work, but prior to removal of such tools and equipment from Buyer premises, notify Buyer of the removal.
 - (3) Comply strictly with written direction from Buyer, specifying the schedule and manner for removal.

5. ACCEPTANCE

- a. Acceptance. Acceptance of the Goods is subject to inspection and acceptance testing by Buyer in accordance with the requirements of this Agreement, including to determine whether the Goods conform to the Documentation and the Specifications. Acceptance of the Goods shall occur when the Goods meet all of the requirements of this Agreement, including the Secure Code Assessment discussed below.
- b. Acts Not Constituting Acceptance. Not trial use or testing of the Goods, incremental or final payment, or passage of title constitutes acceptance or prejudices Buyer's right to reject or revoke acceptance of all or any portion of the Goods. Furthermore, opening of a software package, accepting any "click-through" license or terms, or the performance of any other act that would otherwise constitute acceptance of terms and conditions in Seller's end user agreement or any terms and conditions posted on a website shall not constitute acceptance of all or any portion of the Goods.

- c. Secure Code Review. As a condition of Buyer's acceptance of Goods; at least every two years from the date of Buyer's acceptance of Goods; and within three months after every major version update to the Goods, Seller shall demonstrate to Buyer's satisfaction either: (a) that the Goods contain no defects that exceed a Common Vulnerability Scoring System ("CVSS") score of 6.0, as assessed by a third party assessment organization approved in writing by Buyer; or (b) that Seller's secure development lifecycle is in substantial alignment with ISO 27034.

6. PRICES AND PAYMENT

- a. Buyer will pay to Seller the license fees and other amounts for Goods as set forth in Exhibit A or a relevant Order. Except as specified in Exhibit A or a relevant Order, Seller will give Buyer an invoice at the end of each calendar month setting forth the license fees payable in U.S. currency. Buyer will pay Seller the license fees within one hundred and twenty (120) days of Buyer's receipt thereof.
- b. Most Favorable Pricing. The parties recognize that, during the term of this Agreement, Seller may reduce its prices for competitive reasons, in order to reflect changes in technology, product line pricing, and market conditions. Seller intends to offer Buyer its "Most Favorable Pricing" for the Goods purchased or licensed by Buyer hereunder. "Most Favorable Pricing" pricing is that which is similar to (within 2% of) the pricing offered by Seller to other corporate customers purchasing similar products and services in similar volumes. Accordingly, Seller will conduct an internal evaluation sufficient to determine and to certify to Buyer, thirty (30) days prior to the end of each eighteen (18) month period during the term of this Agreement, that the pricing for the Goods purchased or licensed by Buyer hereunder reflects Seller's Most Favorable Pricing. At Buyer's request, Seller will describe the process it intends to use for such determination. Seller's certification to Buyer will be in the form of a letter to Buyer from one of Seller's senior executives either (a) confirming that the pricing for the Goods purchased or licensed by Buyer hereunder is within the two-percent range required to constitute Most Favorable Pricing, or (b) submitting to Buyer, for its approval, revised pricing schedule reflecting appropriate price reductions to enable Seller to make such certification. Any revisions to the applicable pricing schedule proposed by Seller hereunder will be finalized by the Parties in an amendment thereto. The new Most Favorable Pricing will be effective retroactively, to the time that Seller began charging lower prices to another corporate customer purchasing similar services in similar volumes, and Seller will issue Buyer a retroactive credit for fees paid by Buyer in excess of the Most Favorable Pricing.

7. TAXES

- a. If any federal, state, or local sales or use tax (or its equivalent) is legally due on taxable Goods purchased, Seller will separately bill such tax on its invoice to Buyer. Buyer agrees to pay Seller for such tax or if such tax is not applicable to the Goods purchased, it will be so noted on the Contract and Buyer shall provide appropriate exemption statements and information on its Contract acceptable to the taxing authority.

- b. All other taxes, including, but not limited to federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the party who incurs the tax liability.
- c. For tax purposes, the items purchased under this contract by Indirect Supply Chain, Supplier Management and Procurement may be purchased for Buyer or as agent for one of Buyer's subsidiaries.

8. LICENSE

- a. Grant. With respect to all copies of the Program in object code form, and all copies of the Documentation in any form, Seller hereby grants to Buyer a nonexclusive, perpetual, irrevocable, worldwide license to:
 - (1) Use the Program on any computing equipment. This use right includes the right to share use of the Program by multiple central processing units or by multiple users, provided Buyer tenders any applicable license fee to Seller. If the anticipated number of users of the Program will exceed the number of licenses purchased from Seller with respect to such Program, Buyer shall have a reasonable mechanism or process in place to monitor that the number of persons using the Program concurrently does not exceed the total number of licenses of the Program purchased from Seller.
 - (2) Transfer the Program between computing equipment. This transfer right includes the right to upgrade any copy of the Licensed Software, provided Buyer tenders either the applicable object code upgrade fee or a sum equal to the difference between the then-current license fees for the current and the upgraded versions of the Licensed Software, whichever is less.
 - (3) Make additional copies of the Licensed Software as reasonably necessary for backup or archival purposes or for benchmark or other temporary testing.
 - (4) Combine the Program with one or more other programs, provided any portion of the Program involved continues to be subject to the terms and conditions of this Agreement.
 - (5) Make, or have made, as many additional copies of the Licensed Software as may be required to satisfy Buyer requirements within the Site, provided the Contract specifies "Site License."
 - (6) Reproduce the Documentation, distribute copies of the Documentation internally and change the form of the Documentation. The conversion right includes the right to edit and reformat any of the Documentation. It also includes the right to convert any of the Documentation into machine-readable form, whether for online or other kinds of electronic access to it.
 - (7) This license includes the right to authorize employees or agents of Buyer or subcontractors who are performing work for Buyer to perform any of the activities described in paragraphs 8.a.(1) through (6) above.
- b. License of Prior Releases or Versions of Licensed Software. Seller hereby grants Buyer the license set forth in paragraph 8.a and the right to make and have made additional copies as may be required to satisfy Buyer's requirements to any and all releases or versions of

the Licensed Software that Buyer has previously licensed, is other than the current release or version, and is no longer available from Seller. Buyer shall not exercise the license set forth in this paragraph 8 unless Buyer issues a Contract signed by Buyer, specifying the prior release or version and the number of copies and Buyer tenders the applicable license fee for each copy to Seller.

- c. Surplus or Disposal. The license granted under this Agreement is transferable to another party in connection with the surplus or disposal of any computing equipment, provided the transferee agrees to assume and comply with all of Buyer's obligations under this Agreement with respect to the Licensed Software involved or has a license agreement with Seller covering the Licensed Software.
- d. Object Code. Buyer is not obligated to keep confidential the Licensed Software in object code or written form. Nothing in this Agreement is intended to establish, or should be construed as establishing, any kind of confidential relationship between Buyer and Seller with respect to the Licensed Software in object code form, regardless of any markings, screen displays, or other notices given by Seller at any time. Buyer shall refrain, however, from any reverse compilation, disassembly, or other attempt to obtain the Licensed Software in Source Code form.
- e. Source Code Escrow. Upon written notice from Buyer at any time during the term of this Agreement and at Buyer's expense, Seller will deposit the Source Code for the Licensed Software into escrow with Iron Mountain Incorporated pursuant to the terms of an escrow agreement acceptable to Boeing. If Buyer requests deposit of Source Code into escrow for a particular Licensed Software application, Seller shall also deposit into escrow the Source Code for any subsequent updates, new releases, or new versions of the Licensed Software within sixty days of the date of such updates, new releases, or new versions are provided to Buyer.
- f. Source Code License.
Seller hereby grants to Buyer a non-exclusive, worldwide, perpetual, sublicensable (through multiple tiers) license to:
 - (1) reproduce, modify, and otherwise use the Licensed Software in or for Buyer's and its affiliates' internal business operations and otherwise as set forth in the related Order for the Licensed Software;
 - (2) modify the Program, and combine the Program with one or more programs, as necessary to enable implementation of the Program;
 - (3) make additional copies of the Licensed Software as necessary for backup or archival purposes;
 - (4) solely during the occurrence of a Release Event, use, reproduce, reverse engineer, disassemble, decompile, modify, and creative derivative works of the Licensed Software and Source Code as necessary to allow Buyer to exercise its rights under the foregoing clauses **(1)** through **(3)** and to support, maintain, operate, correct, improve, extend and adapt the Licensed Software].
- g. Release Conditions. Each of the following shall be a "Release Condition":

- (1) In the event that Seller becomes a debtor in any case under bankruptcy or insolvency law (whether voluntarily or involuntarily) or makes an assignment for the benefit of creditors; or
- (2) Seller ceases to conduct business in the ordinary course; or
- (3) Seller ceases to support and license a particular Licensed Software, including subsequent releases to any such Licensed Software, and the Source Code is not utilized in any other currently shipping and supported Licensed Software so that its functions and features of the Source Code are not available to Buyer in the other Licensed Software; or
- (4) Seller defaults on any loan from a third party or receives a demand for loan close-out from a financial institution; or
- (5) Seller is at any time insolvent (whether measured under a balance sheet test or by the failure to pay debts as they come due) or the subject of any insolvency, receivership or assignment for the benefit of creditors proceeding under state or non-bankruptcy law; or
- (6) Breach of this Agreement by Seller, including, without limitation, the breach of the service level agreement; or
- (7) Death or disability of an owner of Seller or filing of a power of attorney due to his inability to function which causes a material disruption in the ability of the Seller to support or maintain the Licensed Software; or
- (8) The failure of any subcontractor of Seller to provide support to Seller related to this Agreement as a result of lack of payment by Seller or other dispute with Seller; or
- (9) Seller is acquired by an entity that Buyer considers to be a competitor of Buyer; or
- (10) A third party acquires ownership or control of the Licensed Software by sale or exclusive license where Buyer considers such third party to be a competitor of Buyer or unable to fulfill Seller's obligations under this Agreement with respect to such Licensed Software; or
- (11) The Licensed Software for which Buyer has a production dependency fails to perform to the Specifications or warranties for the Licensed Software and Seller fails to correct the Licensed Software within thirty (30) days after written notice thereof.

- h. If Buyer determines that one or more of the Release Conditions has occurred, Buyer shall provide written notification to the Seller under the clause entitled "Notices".
- i. Seller Employees, Contractors and Agents. If a Release Condition occurs (a) no provision in this Agreement or any other agreement between Buyer and Seller will restrict Buyer's ability to recruit or retain any of Seller's employees, contractors or agents; and (b) any of Seller's employees, contractors or agents who become employees, contractors or agents of Buyer shall not be deemed to be in breach of any confidentiality, non-disclosure, non-competition or other obligations to Seller, solely to the extent necessary for such employees, contractors or agents to exercise any rights granted to Buyer under this clause 8.i., nor shall Buyer be liable with respect to any of the foregoing.

- j. Availability of Discontinued Goods and Old Releases. Seller warrants the following to Buyer:
- (1) Discontinued Goods. Seller shall continue to provide support for three (3) years after discontinuance of any of the Licensed Software.
 - (2) Old Releases. Seller shall continue to provide support for at least two releases of the Licensed Software below the level of the current release.
- For purposes of this paragraph, the term "support" means the support services described in the clause entitled "Support Services."
- k. No Restrictions. Except for the functions and features expressly disclosed in the Documentation, Seller represents and warrants that the Program contains no hidden files, Malicious Code, Key, or undocumented capability that may result in Vulnerability. Provided and to the extent the Program has any of the foregoing attributes, Seller further represents and warrants that this Agreement and the Documentation together provide Buyer with the algorithms, specifications, and other code or information required to exercise any license granted under this Agreement without restriction. In the event Seller breaches any of the warranties in this paragraph, for any reason, and fails to cure the breach within the first six (6) hours of Buyer's normal prime shift period, Monday through Friday, following receipt of Buyer's deficiency notice, Buyer may reverse compile, disassemble, or otherwise obtain such algorithms, specifications, other code, or information from the Licensed Software or any other program materials, and then may use them to conform or restore the Licensed Software to the condition warranted under this paragraph. Seller shall be responsible to reimburse Buyer for its reasonable costs and expenses to so conform and restore the Licensed Software.
- l. Excess Use of Licensed Software. If Buyer discovers or receives notification from Seller that Buyer is using additional copies of the Licensed Software beyond the scope of the license granted under this Agreement, Buyer will pay any license fees owed for the additional copies (on the same terms as permitted copies of the Licensed Software) and, at its option, (i) cease using, and destroy, the additional copies, or (ii) pay on a go-forward basis for the additional copies the per-copy license fees owed for permitted copies of the Licensed Software. THIS IS SELLER'S SOLE AND EXCLUSIVE REMEDY FOR EXCESS USE OF THE LICENSED SOFTWARE.

9. EVALUATION AND TEST SOFTWARE

- a. Evaluation Programs. From time to time during the term of this Agreement, Buyer may order, and Seller may deliver or authorize Buyer to make an additional copy of, any Program for evaluation or testing, at no charge, subject to the terms and conditions set forth in this clause. (Any Program thus obtained is referred to in this clause as an "Evaluation Program.")
- b. Limited License. Buyer may install and use each Evaluation Program for the period specified in the Contract under which it is ordered, and then only on a single computer processing unit at the location designated in the Contract. Promptly after the close of this

period, Buyer shall destroy the Evaluation Program unless Buyer exercises its option under the paragraph entitled "Option to License" of this clause.

- c. Preproduction Software. Each Evaluation Program ordered and obtained by Buyer under this clause for alpha or beta testing will be treated as Seller's Proprietary Information in accordance with the clause entitled "Proprietary Information," even though it is or may be provided in object code form.
- d. Reports. Buyer may, but need not, prepare and furnish Seller a report, setting forth the results of any alpha or beta testing conducted by Buyer under the paragraph entitled "Preproduction Software" of this clause. Each and every such report is not intended to be, nor should it be used or construed as, any kind of product endorsement by Buyer.
- e. Indemnity. Seller shall use each and every report contemplated by the paragraph entitled "Reports" of this clause at its own risk. Seller shall defend, indemnify, and hold harmless the Indemnitees from and against all Claims and Losses, to the extent the Claims arise from any such report or the use or disclosure of any of the information contained in the report. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller.
- f. Seller's Responsibilities. Every Evaluation Program will be furnished to Buyer "AS IS" and will not be subject to the clauses entitled "License" or "Support Services," unless and until Buyer exercises its option to license it under the paragraph entitled "Option to License" of this clause.
- g. Option to License. Should Buyer decide to license any Evaluation Program, Buyer may issue a Contract to this effect, whereupon it will be considered "Licensed Software" and will be subject to the clause entitled "License," along with all of the other terms and conditions of this Agreement, except this clause, as of Seller's acceptance of the Contract.
- h. No Cost Loan. Seller shall loan equipment, software, or other items to Buyer in accordance with the Exhibit entitled "No Cost System Loans," if any.

10. WARRANTIES

Seller warrants that, during the period from Buyer's acceptance of the Goods until Seller no longer provides Buyer any support services as described in clause [●]:

- a. Seller is and will be the exclusive legal and beneficial owner of the entire right, title, and interest in and to the Licensed Software, including all intellectual property rights relating thereto;
- b. Seller has, will at all times have, the unconditional and irrevocable right, power, and authority to grant all rights and licenses granted or required to be granted by it under this Agreement;

- c. the Licensed Software will function properly and according to the Documentation and Specifications;
- d. Buyer's exercise of its rights under this Agreement with respect to the Goods does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party;
- e. the Goods are and will remain free of any (i) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software, (ii) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any individual or entity, or otherwise deprive Buyer of its lawful right to use the Goods, or (iii) error, flaw, defect, failure, or fault that negatively affects the confidentiality, integrity, or availability of the Goods or the Buyer's networks, computers, devices, software, or data;
- f. the Goods do not and will not contain any, or operate in such a way that they are developed or compiled with or linked to, any software component that is subject to any open source license agreement, including software available under the GNU Affero General Public License ("AGPL"), GNU General Public License ("GPL"), GNU Lesser General Public License (LGPL), Mozilla Public License ("MPL"), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative; and
- g. the Goods are not and will not be subject to any third-party license, and no third-party license is or will be required for Buyer to exercise its rights under this Agreement, in each case other than the third-party licenses identified in Exhibit [●].
- h. If Seller breaches (i) the warranty in clause 10.c., Seller will repair or replace the Licensed Software so that it is in compliance with the warranty, and (ii) any other warranty in this clause, (A) Seller will refund Buyer for any fees paid for Goods adversely affected by the breach, and (B) Buyer may terminate this Agreement or any affected Order (which termination will be for cause), and if Buyer so terminates, Seller will refund Buyer for any fees paid for Goods.

11. GENERAL PERFORMANCE. Seller represents and warrants that Seller has the legal right to enter into, and perform its obligations under, this Agreement, including, without limitation, the right to deliver and grant a license with respect to the Goods.

12. BLANK

13. CONFIDENTIAL INFORMATION

- a. 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 clause, 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.

- 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. 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.
- d. 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.
- e. Injunctive Relief. Recipient agrees that the Discloser may have no adequate remedy at law if there is a breach or threatened breach of this clause, 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).

14. INFRINGEMENT

- a. Indemnity. 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 clause 13 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. Exclusions. The paragraph entitled "Indemnity" of this clause does not apply to any Claim arising out of the unauthorized modification, combination, operation, or use of the Goods by Buyer, to the extent the Claim would not have arisen had such modification, combination, operation, or use not occurred.
- e. Cure. As soon as Seller or Buyer has reason to believe a Claim is likely to be made against Buyer, Seller shall, promptly and at its sole expense, use its best efforts to settle, avoid, or otherwise cure the Claim by one of the following procedures:
- (1) Obtain a license for Buyer to continue using the Goods giving rise to the Claim in accordance with this Agreement.
 - (2) Modify such Goods to make them non-infringing while maintaining the equivalent or better functionality, features, and performance.
 - (3) Replace such Goods with a non-infringing product, either from Seller or another Seller, having the equivalent or better functionality, features and performance.
- The procedures are set forth above in order of precedence. Seller shall pursue each of these procedures in the order stated until the cure is accomplished. Buyer reserves the right, however, to direct Seller to attempt these procedures in a different order in the interest of minimizing the adverse impact of the cure on Buyer operations. These obligations are in addition to, not in lieu of, Seller's obligations under the paragraph entitled "Indemnity" of this clause and any other remedy provided at law or in equity.
- f. Cancellation of License. If, despite its best efforts to do so, Seller is unable to effect a cure under the paragraph entitled "Cure" of this clause, and a permanent injunction ordering Buyer to cease further use of the Goods is issued by a court of competent jurisdiction, either party may cancel the Contract under which the Goods were ordered, either in whole or in part, whereupon Buyer may return all or any portion of the Goods to Seller for a full refund of all fees (including license, support and maintenance). Any license granted under this Agreement with respect to the returned Goods will terminate as of the effective date of the cancellation. This remedy is in addition to, not in lieu of, Seller's obligations under the paragraph entitled "Indemnity" of this clause and any other remedy provided at law or equity.

15. PREMISES INDEMNIFICATION

- a. Seller's Indemnity. Seller shall defend, indemnify, and hold harmless all Indemnitees from and against (i) all Claims for property damage, bodily injury, or death and all related Losses and (ii) all Claims and Losses arising out of or in any way related to the performance of the Agreement by Seller or any Subcontractor, or their respective employees, including, without limitation, the provision of services, personnel, facilities, equipment, support, supervision, or review, to the extent such Claims arise from any negligent act or omission

or willful misconduct of Seller or any Subcontractor or their respective employees. Seller expressly waives any immunity under industrial insurance, whether arising from Title 51 of the Revised Code of Washington, or any other statute or source, to the extent of the indemnity set forth in this paragraph. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by Seller or any Subcontractor.

- b. Subcontractor Indemnification. Seller shall require each Subcontractor to provide an indemnity, enforceable by, and for the benefit of, the Indemnitees, to the same extent required of Seller under the foregoing paragraph.

16. INSURANCE

Required Coverage. Seller will obtain and maintain during the term of this Agreement and for twelve (12) months thereafter at least the following insurance:

- a. Commercial General Liability insurance, including bodily injury, property damage, personal, and advertising injury liability, and contractual liability covering operations, independent contractors, and products/completed operations hazards, with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, naming Buyer as an additional insured; and
- b. Umbrella/Excess Liability with limits of at least \$1,000,000 combined single limit in excess of the above-referenced Commercial General Liability insurance.
- c. Certificates of Insurance. All required insurance policies must be taken out with financially reputable insurers acceptable to Buyer and licensed to do business in all jurisdictions where Goods are provided under this Agreement. Seller will give Buyer a certificate of insurance, signed by a C-suite-level officer of Seller and satisfactory in form and content to Buyer, evidencing that all the required coverages are in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving Buyer ten (10) days' prior notice. Nothing contained in this clause limits Seller's liability to Buyer to the limits of insurance certified or carried.

17. TERMINATION

Termination for Convenience. Buyer may terminate this Agreement and/or any Contract, in whole or in part, by providing notice of such termination to Seller that specifies the extent and effective date of such termination thereof.

- a. On the specified termination date Seller shall:
 - (1) Stop work under this Agreement or the Contract to the extent specified in the termination notice.
 - (2) Cease shipment of all Goods covered by the termination notice, other than those already delivered and accepted in accordance with this Contract, as of the termination date specified in the termination notice.

- b. Termination Payment. In the event and to the extent of any termination under the clause entitled "Termination for Convenience" Buyer's total liability shall be to pay Seller for the terminated Goods that have then been performed or provided and for which Seller has not been previously compensated and Seller shall promptly provide to Buyer a pro rata refund of prepaid fees. Seller shall have no claim against Buyer for Goods not performed, Goods not delivered, loss of anticipated profits, or consequential damages suffered by reason of any such termination. Any claims by Seller for compensation under the clause entitled "Termination for Convenience" must be delivered to Buyer within thirty (30) days after Seller's receipt of Buyer's notice of termination. Seller hereby waives, releases, and renounces any claim for compensation not made within this period.

Cancellation for Default. Either party may terminate this Agreement or any Order on written notice to the other party if the other party fails to cure any material breach of, respectively, this Agreement or the Order within sixty (60) days after its receipt of written notice of the breach.

- c. Insolvency. Either party may terminate this Agreement or any Order effective immediately on written notice to the other party if any one of the following events occurs: (i) the other party files a voluntary petition in bankruptcy or an involuntary petition is filed against it and the involuntary petition is not dismissed within thirty (30) days after the filing thereof, (ii) a trustee or receiver is appointed by the court for all or a substantial portion of the assets of the other party, or (iii) the other party makes an assignment of its assets for the benefit of its creditors.
- d. Cancellation Payment. In the event and to the extent of any cancellation by Seller under this clause, Buyer's total liability shall be to pay Seller for the Goods delivered and accepted, but not paid for under the Contract, on or prior to the effective date of cancellation. Buyer may return, and Seller shall have no claim against Buyer for, Goods not accepted by Buyer or for rejected Goods. In addition, Seller shall promptly provide to Buyer a pro rata refund of prepaid fees. Seller shall give Buyer written notice of its intent to submit any claims for compensation under this clause within thirty (30) days after the effective date of cancellation, and shall submit all such claims within sixty (60) days after the effective date of cancellation. Seller hereby waives, releases, and renounces any claim for compensation not made within this period.
- e. Effect of Cancellation for Default. On the cancellation of this Agreement or any Order, Seller will refund to Buyer any prepaid fees received by Seller covering the remainder of the term of this Agreement for the affected Goods. Following Buyer's cancellation due to Seller's uncured breach, Seller will, at no cost to Buyer, assist Buyer with the transition from the Goods to any replacement goods or services provided by Buyer itself or a third party and reimburse Buyer for any actual, documented third-party costs incurred by Buyer in connection with such transition. The licenses granted to Buyer under clause 8 will survive any expiration or termination of this Agreement.

18. BLANK

19. DELAYS

The time for performance by either party under this Agreement shall be extended for a period equal to any delay caused by unforeseeable causes beyond the control of the party. These causes include acts of God, acts of war, epidemics, fire, power failure, and labor difficulties between the party and its employees. As to any other delay, time is of the essence as to performance of this Agreement.

20. CHANGES

- a. Directed Changes. The Buyer's Authorized Procurement Representative may from time to time direct changes, in writing, within the general scope of any Contract in one or more of the following: (i) Specifications, technical requirements and descriptions, specifications, statements of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection, or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; and (v) amount of any Buyer-furnished property. Seller shall comply immediately with such direction and avoid unnecessary costs related thereto.
- b. Price and Schedule Adjustments. If any change under the paragraph entitled "Directed Changes" of this clause causes an increase or decrease in the cost of or the time required for performance of the Contract, an equitable adjustment in the prices and schedules of the Contract shall be made to reflect such increase or decrease, and the Contract shall be modified in writing accordingly. Unless otherwise agreed in writing, any claims by Seller for adjustment must be delivered to Buyer, in writing, within thirty (30) days after Seller's receipt of such direction. Pursuant to the clause entitled "Records and Audit," Seller shall make available for Buyer's examination relevant books and records to verify Seller's claim for adjustment. Failure of Buyer and Seller to agree upon any adjustment shall not excuse Seller from performing in accordance with such direction.
- c. Other Changes. If Seller determines that the conduct of any of Buyer's employees constitutes a change under this clause, Seller shall notify Buyer immediately, in writing, as to the nature of such conduct and its effect upon Seller's performance. Pending direction from the Buyer's Authorized Procurement Representative, Seller shall take no action to implement any such change or deviation.
- d. Binding Effect. No change to any Contract will be effective or binding upon Buyer unless authorized in writing by the Buyer's Authorized Procurement Representative.

21. COMPLIANCE

- a. With Applicable Laws. Seller warrants that in the performance of its obligations under this Agreement, it has complied with or will comply with Chapters 6, 7, and 12 of the Fair Labor Standards Act, as amended, and the regulations of the U.S. Department of Labor issued thereunder. The provision entitled "Equal Opportunity" set forth in FAR 52.222-26 is incorporated herein by this reference, except that "Contractor" means Seller. Upon request, Seller shall submit certification that it performed its obligations under this Agreement in accordance with the foregoing warranty.

- b. With Buyer and Local Rules and Regulations. Seller shall ensure that any Employees on any Buyer premises (i) comply with Buyer's employee rules of conduct, including, without limitation, Buyer's security and safety procedures, and (ii) comply with all federal, state, and local health, safety, and environmental laws and regulations applicable to such Buyer premises.
- c. With Export Laws and Regulations. Buyer shall comply with the laws and regulations of the United States and its departments and agencies relating to the export of technical data.

22. RECORDS AND AUDIT

- a. 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 of Seller 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.
- b. On an annual basis throughout the term of this Agreement, Seller will engage an independent, U.S. based, nationally recognized third-party auditing firm auditor to prepare an SSAE 18 SOC 2 Type II audit or similar report ("Controls Audit"), and Seller will give a copy of the Controls Audit to Buyer (subject to the confidentiality provisions in this Agreement). Each Controls Audit must cover successive twelve (12)-month periods of time. If material deficiencies, including any that adversely affect the Goods, are noted in the Controls Audit, Seller will, at its sole expense, develop and implement a plan to address and resolve any such deficiencies within a commercially reasonable time and will give a copy of the plan to Buyer.

23. PROTECTION OF PROPERTY. Unless otherwise specified, upon delivery to Seller, or manufacture or acquisition by Seller, of any materials, parts, tooling, data, or other property, title to which is held by Buyer, Seller assumes the risk of, and shall be responsible for, any loss thereof or damage thereto. In accordance with the provisions of the Contract, but in any event upon delivery of the Goods, Seller shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear and except for such property as has been incorporated in the Goods or reasonably consumed in the performance of this Agreement.

24. NOTICES. Any notice, authorization, designation, request, or instruction under or in connection with this Agreement to be effective shall be in writing and shall be deemed duly given or served upon delivery, addressed as set forth below. Either party may notify the other in the foregoing manner of any other address to which such communications are to be addressed under this Agreement.

Seller:

Buyer:

The Boeing Company

Indirect Supply Chain

P.O. Box Number or Street Address

City, State, and Zip Code

Attention:

Attention:

25. RELATIONSHIP OF THE PARTIES AND THEIR EMPLOYEES

- a. Independent Contractors. Seller is an independent contractor. Nothing in this Agreement shall be construed as creating any relationship between Seller and Buyer other than that of buyer and seller or licensor and licensee. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise, or other form of business organization or agency relationship.
- b. No Agency. Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other, except as expressly provided herein.
- c. Employees. Seller's employees who perform Seller's obligations under this Agreement shall at all times be and remain employees of Seller, not employees of Buyer. Seller shall pay Seller's employees and shall ensure that each of its Subcontractors pays its employees, all wages, salaries, overtime, and other amounts due to such employees. Seller shall be responsible for, and shall ensure that each of its Subcontractors shall be responsible for, all reports, payments, and other obligations respecting their respective employees, including without limitation, those related to social security, income tax withholding, unemployment compensation, workers' compensation, and employee benefit plans.

26. DISASTER RECOVERY. In the event of a disaster or catastrophe totally or partially disabling Buyer's computing or telecommunications capability, whether due to natural or man-made causes, Seller agrees to use its best efforts to aid in the prompt restoration of computing or telecommunications capability, including, but not limited, to furnishing of emergency replacements of Goods upon request via overnight delivery, providing maintenance services, and providing technical assistance to Buyer in its attempts to recover data. Buyer shall be treated at least as favorably as Seller's most favored customer in the event that the disaster or catastrophe affects others. Buyer and Seller shall negotiate in good faith to provide reimbursement to Seller for the actual costs of time, materials, and shipping involved in such emergency response.

27. TRAVEL EXPENSES.

- a. Prices include all travel and related expenses unless reimbursement is agreed to in writing by Buyer's Authorized Procurement Representative in an applicable SOW.
- b. If travel expense reimbursement is authorized, Seller shall be reimbursed only for reasonable, necessary, and actual travel expenses for meals, lodging, transportation, and incidental expenses for which Seller provides an original, itemized receipt. Original, itemized receipts are required for all expenses, irrespective of value. Seller shall not be reimbursed for any expenses that exceed the maximum per diem rate in effect at the time of travel, that are not covered as allowable expenses as set forth in the Federal Travel Regulations, or that do not have an itemized receipt. For clarification on non-allowable expenses, alcoholic beverage, entertainment expenses, any expenses incurred for other persons, and luxury transportation (for example, private care service, limousine, "UberBLACK") are all prohibited. Lodging will only be reimbursed if commercial lodging establishments such as hotels, motels, bed and breakfasts, or short-term rentals (such as Airbnb) that cater to the general public are utilized. Refer to Federal Travel Regulation at <https://www.gsa.gov> for more information.
- c. Seller shall submit all invoices within forty-five (45) days of incurred expense. Invoices will include a detailed summary of all costs by category of expense, including a legible receipt for each expense claimed, including documentation showing all mileage for travel. If Seller fails to submit such invoices within forty-five (45) days, or if such invoices do not include all the required information, Seller shall not be entitled to payment and Buyer shall be discharged from all liability in connection with any claim. All invoiced items, such as travel, meals, hourly rates and other expenses shall be shown as separate line items on all invoices. All payments shall be subject to adjustments for amounts subsequently determined by Buyer, whether upon audit or otherwise, to have been improperly invoiced.
- d. In the event that Seller breaches any of the Services Warranties or Software Warranties, Seller shall promptly reimburse Buyer for any travel expenses that Buyer incurs in connection with monitoring and assisting with Seller's remediation of the applicable defects in the Services or Software.

28. 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 will 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. Environmental 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 will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this clause to its suppliers. Seller shall not deliver Goods that contain any asbestos mineral fibers.
- d. Seller Facility. Seller shall provide Buyer written notice of any proposed plans for moving Seller's manufacturing location for the Goods or moving tooling or other equipment utilized in the manufacture of the Goods to another facility. In no event shall Seller proceed with implementing such plans prior to obtaining Buyer's prior written approval.
- e. 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 the Seller against the Buyer.
- f. 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 <http://www.boeing.com>. Seller shall perform appropriate due diligence on its supply chain in order to fulfill the reporting obligations of this Article.
- g. 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 Federal Sentencing 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 the Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents by going to Ethics@Boeing. Seller shall convey the substance of this clause to its suppliers.
- h. Seller and Sub-Tier Supplier Information. In addition to requirements set forth elsewhere in this Contract, Seller will, 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 financial health and performance issues.

- i. Government or other Customer Clauses. The clauses below are incorporated by reference, as if fully set forth herein, from the Federal Acquisition Regulation (“FAR”) and the 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” clause of this Contract. The effective version of each clause listed below 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>.

- j. Federal Acquisition Regulation (FAR) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. This FAR is incorporated by reference with the following amendments:
 - (1) 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.”
 - (2) Paragraph (c) is deleted in its entirety.
 - (3) 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.”

29. GENERAL PROVISIONS

- a. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

- b. Divestiture. If Buyer sells or otherwise transfers control of any of its business units (whether separately incorporated or a division of Buyer) (each, a "Divested Entity"), Seller agrees that, upon receipt of written notice from Buyer describing the transaction in reasonable detail, each Divested Entity may continue to use any Licensed Software covered by this Agreement for a period of up to eighteen (18) months at no additional charge. Thereafter, continued use of the Licensed Software to by the Divested Entity shall be subject to such terms and conditions as Seller and the Divested Entity or its new owner shall agree in writing.

- c. Assignment. Neither this Agreement, nor any obligations under it, may be assigned or delegated by either party without the prior written consent of the other party, except that Buyer may unilaterally assign this Agreement, in whole or in part, to any Divested Entity or other affiliate of Buyer.

- d. Publicity. Neither party shall use the name of the other party in any news release, public announcement, advertisement, or other form of publicity without securing the prior written consent of the other. Neither party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other, except to the party's auditors or attorneys or under subpoena duly issued by a court of competent jurisdiction. Notwithstanding the foregoing, Buyer hereby consents to Seller's inclusion of Buyer's name in a customer listing published in a prospectus or annual report, provided Buyer is not the sole customer listed.
- e. Survival. Except for any licenses expressly terminated or canceled, all licenses granted under this Agreement, all indemnities, warranties, and representations made under this Agreement, and all accrued obligations under the clause entitled "Confidential Information" and the paragraph entitled "Publicity" will survive cancellation or termination of this Agreement. Cancellation or termination of this Agreement or any Contract shall not affect operation of those provisions of this Agreement that, by their terms, survive or are required to effectuate the intent of the parties, as reflected by this Agreement.
- f. Other Buyer Entities and Licensees. Seller agrees that any division or subsidiary of Buyer ("Buyer Entity") may, by issuing a purchase order, work order, or other release document, place orders under this Agreement during the term hereof or any written extension thereof, under the terms, conditions and pricing specified by this Agreement. Seller agrees that the prices set forth herein may be disclosed by Buyer on a confidential basis to Buyer Entities wishing to invoke this paragraph.
- g. Rights and Remedies. Except as limited under this Agreement, the rights and remedies afforded to each party under this Agreement are in addition to any other rights or remedies, at law or in equity or otherwise, including, without limitation, the rights and remedies of Buyer as a licensee of intellectual property under 11 U.S.C. § 365(n) (*e.g.*, to retain its rights under this Agreement and to request and obtain a copy of the Source Code and associated programmer's notes of any computer software provided to Buyer under this Agreement in object code form as the embodiment of such intellectual property).
- h. Waiver. Either party's failure to exercise any of its rights under this Agreement shall not constitute a waiver of any past, present, or future right or remedy.
- i. Litigation. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover its expenses, costs of litigation (including without limitation clerk, paralegal, and expert witness costs), and reasonable attorneys' fees from the losing party, whether or not specifically awardable under any court rules. The venue for any such litigation shall be King County, Washington.
- j. Governing Law. This Agreement shall be construed under and governed by the law of the State of Delaware, without regard to conflict of law provisions.

- k. Acknowledgement. Seller acknowledges that it has not been induced to enter into this Agreement by any representations or promises not specifically stated in this Agreement and that the provisions of this Agreement (including, without limitation, the clauses entitled "Infringement" and "Premises Indemnification") have been negotiated by the parties and reflect an allocation of risk between the parties that is a basis of their bargain, both now and with respect to each and every Contract.
- l. Amendments. These terms and conditions may not be changed, amended, or modified, except by an amendment in writing, executed by the Buyer's Authorized Procurement Representative and an authorized representative of Seller.
- m. Financial Review. If the Contract exceeds \$350,000 and extends for more than one (1) year, and if requested, the Seller shall provide financial data on a quarterly basis or as requested to the Buyer's Credit Office for credit and financial condition reviews. Said data shall include but not be 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.
- n. Code of Basic Working Conditions and Human Rights. Buyer is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, Buyer has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. The Boeing Code may be downloaded at <http://www.boeing.com/aboutus/culture/code.html>. Buyer strongly encourages Seller to adopt and enforce concepts similar to those embodied in the Boeing Code, including conducting Seller's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Seller will promptly cooperate with and assist Buyer in implementation of and adherence to the Boeing Code. Any material breach of this provision by Seller may be considered a major breach of this Contract for which Buyer may elect to cancel any open orders between Buyer and Seller, for cause, in accordance with the provision of this Contract entitled "Cancellation for Default" or exercise any other right of Buyer for an event of default under this Contract.
- o. Complete Agreement. This Agreement contains the complete and exclusive statement of the terms of the agreement between Buyer and Seller with respect to the Goods and merges any prior or contemporaneous agreements, commitments, proposals, representations, or communications, oral or written, with respect to the Goods.

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

THE BOEING COMPANY

SELLER

(Acting through its division
Boeing Indirect Supply Chain

By
Title
Date

By
Title
Date