

**CUSTOMER CONTRACT REQUIREMENTS
S2MARTS
CUSTOMER CONTRACT 23-05_BOEING_HPNT**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021).

Paragraph (b)(2) is deleted. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email.

2. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

**23-05_BOEING_HPNT Special Provisions .
DEFINITIONS**

"Agreements Officer (AO)" means the warranted and named Government agreements officer with authority to enter into, administer, or terminate a Project Order associated with this agreement, and whose concurrence is required before any modifications can be made to this Agreement.

"Agreements Officer's Representative (AOR)" means an individual designated and authorized in writing by the Agreements Officer to perform specific technical or administrative functions on behalf of the Government and in coordination with the Parties of this agreement.

"Buyer's Customer" means NSTXL

"Computer Software" as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

"Computer Software Documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provides instructions for using the software.

"Consortium" means the National Security Technology Accelerator (hereinafter referred to as "NSTXL").

"Consortium Member" means the signatories to the NSTXL Principles of Engagement covering NSTXL managed Other Transaction Agreements who are in good standing as a member of the NSTXL consortia.

"Controlled Unclassified Information" means any unclassified information that law, regulation, or government-wide policy requires safeguarding and/or dissemination controls upon.

"Cost Sharing" means the required minimum one-third cost share contributed by a traditional Defense Contractor to be eligible for a Prototype Award when a Non-traditional Defense Contractor is not

participating to a significant extent.

“Covered Defense Information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html> that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and is (1) marked or otherwise identified in the Project Order, Statement of Work, Task Description Document or Project Deliverable (and applicable documentation) and provided to the Consortium Member(s) by or on behalf of the Government in support of the performance of the Project Order; or (2) collected, developed, received, transmitted, used, or stored by or on behalf of the Consortium Member(s) in support of the performance of the Project Order, Statement of Work, Task Description Document or Project Deliverable.

“Data,” means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, computer software documentation, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include inventions.

“Date of Completion” is the earlier of the date on which all work is completed or the date on which the period of performance ends for each specific Project Order.

“Delivered,” “Deliverable” or “Delivery” means (a) required to be formally delivered under this Contract’s CDRLs, in compliance with DFARS 215.470, MIL-HDBK-245D and DoD 5010.12-M; and (b) Computer Software executable code embedded in deliverable hardware. Providing access and furnishing outside of (a) or (b) are not “Delivered.”

“Developed” as applied to an item, component, or process, means that such item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code. Developed as applied to Computer Software or Computer Software Documentation means that, (i) a computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose; (ii) Computer Software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or (iii) Computer Software Documentation required to be Delivered under an agreement has been written, in any medium, in sufficient detail to comply with requirements under that agreement.

“Development”: means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the research function of design engineering, prototyping and engineering testing.

“Form, Fit and Function Data” means Technical Data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

“Government Furnished Property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the PROTOTYPE LEVEL PERFORMER for performance of a contract.

Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification.

“Government Purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose Data for commercial purposes or authorize others to do so.

“Government Purpose Rights” (“GPR”) means the rights to: (a) Use, modify, reproduce, release, perform, display, or disclose Technical Data, Computer Software, or Computer Software Documentation within the Government without restriction; and (b) Release or disclose Technical Data, Computer Software, or Computer Software Documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or

disclose that Technical Data, Computer Software, or Computer Software Documentation for United States government purposes.

“Government Technical Representative” means a Government employee charged with oversight of an individual Project Order, and responsible for reporting status and findings to the Agreement Officer’s Representative (AOR).

“Intellectual Property” (“IP”) means any invention, discovery, trade secret, technology, scientific or technological development, computer software, or other form of expression that is in tangible form. Intellectual Property may be protected by patent, trademark, or copyright laws or it may be protected as a trade secret and/or marked with an IP legend ©, ®, TM, PATENT or License.

“Invention,” as used in this Agreement, means any innovation or discovery that is or may be patentable or otherwise protectable under title 35 of the United States Code (U.S.C.).

“Joint Certification Program” means a United States / Canadian contractor has been granted access to Department of Defense/Department of National Defense unclassified export controlled technical data/critical technology on an equally favorable basis in accordance with DODI 5320.24 “Withholding of Unclassified Technical Data and Technology from Public Disclosure” and Canadian Technical Data Control Regulations.

“Limited Rights” means the rights to use, modify, reproduce, release, perform, display, or disclose Data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the Data outside the Government, use the Data for manufacture, or authorize the Data to be used by another party, except that the Government may reproduce, release, or disclose such Data or authorize the use or reproduction of the Data by persons outside the Government if-

(i) The reproduction, release, disclosure, or use is-

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to-

(1) A Covered Government Support Contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive Limited Rights Data; or

(2) A foreign government, of Data other than detailed manufacturing or process

data,

when use of such Data by the foreign government is in the interest of the

Government

and is required for evaluation or informational purposes;

(ii) The recipient of the Data is subject to a prohibition on the further reproduction, release, disclosure, or use of the Data; and

(iii) The Consortium, prototype level performer, or sub-agreement holder asserting the

restriction

is notified of such reproduction, release, disclosure, or use.

“Milestone” or “Payable Milestone” means a schedule event signifying the completion of a major deliverable or a set of related deliverables. A milestone that has been completed (as determined by the Government AOR) by a Project Order awardee will be approved for payment. This approved payment will represent a predetermined dollar amount in relation to performance of a particular Project Order under this Agreement.

“Patent” is a property right granted by the US Government, which gives the holder the exclusive right to exclude others from the manufacture, use and sale of the subject invention in the United States for a defined period of time. As property, the patent may be sold or assigned, pledged, mortgaged, licensed, willed, or donated, and the subject of contracts and agreements.

“PERFORMER AGREEMENT” or “Agreement” means this agreement between NSTXL and PROTOTYPE LEVEL PERFORMER, whose project proposal has been selected by the Government, in support of the Prototype Project.

“Practical Application” as used in this Agreement, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention, software, or related Data is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public or to the Government on reasonable terms.

“Project Order” means the Government document(s) issued to NSTXL reflecting the Government’s decision to fund all or part of a selected proposal submitted in response to a Request for Solutions.

The Project Order will identify the Prototype Project, the period of performance, the Statement of Work, Project Deliverable or Task Description Document, and the approved payment terms and conditions. The Project Order formalizes the scope of work and terms and conditions for performance by, and payment to, the Consortium Member as facilitated by NSTXL.

“Proposal” means the proposal(s) submitted by a Consortium Member (or Performer) in response to a request issued by the Government for the consideration, negotiation and acceptance between the Government and the Performer leading to a Project Order to be performed by the Consortium Member(s).

“Proprietary Information” means information, materials and Data which are designated as proprietary in writing by the Consortium and/or Performer, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information, materials or Data are disclosed to the Government. Notwithstanding the foregoing, materials, information or Data which are orally, visually, or electronically disclosed, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Proprietary Information if the Consortium, within thirty (30) calendar days after such disclosure, delivers to the Government a written document or documents describing the material, information or Data and indicating that it is proprietary, provided that any disclosure of information by the Government prior to receipt of such notice shall not constitute a breach by the Government of its obligations to protect Proprietary Information.

“Proprietary Information” means information, materials and Data which are designated as proprietary in writing by the Consortium and/or Performer, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information, materials or Data are disclosed to the Government. Notwithstanding the foregoing, materials, information or Data which are orally, visually, or electronically disclosed, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Proprietary Information if the Consortium, within thirty (30) calendar days after such disclosure, Delivers to the Government a written document or documents describing the material, information or Data and indicating that it is proprietary, provided that any disclosure of information by the Government prior to receipt of such notice shall not constitute a breach by the Government of its obligations to protect Proprietary Information.

“Prototype” means a physical or virtual model used to evaluate the technical or manufacturing feasibility or military utility of a technology, process, concept, end item, or system.

“Prototype level performer” or “Performer” means Buyer.

“Prototype Project” in the context of meeting the Other Transaction Authority is as follows: a prototype project addresses a proof of concept, model, reverse engineering to address obsolescence, pilot, novel application of commercial technologies for defense purposes, agile development activity, creation, design, development, demonstration of technical or operational utility, or combinations of the foregoing. A process, including a business process, may be the subject of a prototype project.

“Restricted Rights,” apply only to non-commercial Computer Software and mean the Government’s right to-

- (i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this Agreement;
- (ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related Computer Software Documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;
- (iii) Make the minimum number of copies of the Computer Software required for safekeeping (archive), backup, or modification purposes;
- (iv) Modify Computer Software provided that the Government may –
 - (A) Use the modified software only as provided in paragraphs (i) and (iii) of this definition; and
 - (B) Not release or disclose the modified software except as provided in paragraphs (ii), (v), (vi) and (vii) of this definition;
- (v) Permit contractors or subcontractors performing service contracts (as defined in 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use Computer Software to diagnose and correct deficiencies in a computer program, to modify Computer Software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that –
 - (A) The Government notifies the party which has granted restricted rights that a release or disclosure to Particular contractors or subcontractors was made;
 - (B) Such contractors or subcontractors are subject to the use and non-disclosure

agreement at 227.7103-7 of the DFARS Supplement or are Government contractors receiving access to the Computer Software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the Computer Software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (iv) of this definition for any other purpose; and

(D) Such use is subject to the limitations in paragraphs (i) through (iii) of this definition;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the Computer Software when necessary to perform the repairs or overhaul, or to modify the Computer Software to reflect the repairs or overhaul made, provided that –

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contractor receiving access to the Computer Software for performance of a Government contract that contains a clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the the Computer Software or use the Computer Software decompiled, disassembled, or reversed engineered by the Government pursuant o paragraph (iv) of this definition, for any other purpose; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, to use, modify, reproduce, perform, display, or release or disclose the Computer Software to a person authorized to receive restricted rights Computer Software, provided that –

(A) The Government shall not permit the covered Government support contractor to decompile,

Disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse Engineered by the Government pursuant to paragraph (iv) of this definition, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (i) through (iv) of this definition.

“Statement of Work (SOW)” means a Performer submitted and Government accepted technical document which defines the specific activities, deliverables or milestones required to be performed under the Project Order under the conditions of the Performer’s Proposal.

“Subject Invention” means those inventions conceived or first actually reduced to practice under this Agreement.

“Task Description Document” (TDD) means a performer provided technical document or specification outlining the project tasks to be performed along with schedule milestones and delivery dates required for successful completion. Once selected by the Government as a viable solution, the proposed TDD may be incorporated into the resultant OTA with any mutually agreed upon modifications or changes prior to award. The TDD may be referenced along with or instead of a Government issued Statement of Work.

“Technical Data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to agreement administration, such as financial and/or management information.

“Unlimited Rights,” means rights to use, modify, reproduce, perform, display, release, or disclose Data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so, for an unlimited time.

COMPTROLLER GENERAL ACCESS TO INFORMATION FOR RECORDS EXAMINATION IN SUPPORT OF AUDITS

In accordance with 10 U.S.C. § 4022c, each contract that provides for payments in a total amount in excess of five million dollars (\$5,000,000), shall provide for the Comptroller General, at the discretion of the Comptroller General, opportunity to examine the records of any party to the contract or any entity that participates in the performance of the contract and/or Statement of

Work, including any sub-performer(s) or subcontractors. However, the Comptroller General may not examine records pursuant to this Agreement more than three years after the final payment is made by the United States under the Agreement.

This requirement does not apply to entities (i) participating in the performance of contract with payments totaling less than five million dollars (\$5,000,000), and (2) who have not entered into any other agreement that provides for audit access by a Government entity in the year prior to the date of this contract.

EXPORT CONTROL

1. The Seller shall comply, and require all sub-performers or subcontractors to comply, with the International Traffic in Arms Regulation (22 CFR pt. 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et seq.), where applicable.

2. The Seller shall include this Section, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for developmental prototype work.

ALLOWABLE COSTS

If the Seller performing under this contract is subject to Contract Accounting Standards on other agreements or contracts, then the allowable costs for projects/efforts executed under this contract on an expenditure reimbursement basis (i.e., not fixed price) are only allowable for reimbursement subject to the cost principles of Federal Acquisition Regulation (FAR) Part 31, Defense Federal Acquisition Regulation Supplement (DFARS) Part 231, and Navy and Marine Corps Acquisition Regulation Supplement (NMCARS) Part 5231, with all mention of Contractor understood to mean the Seller and all mention of Contracting Officer understood to mean Buyer or Agreements Officer. Notwithstanding the foregoing, the use of independent research and development (IR&D) costs

during the contract as cost sharing is permitted, whether or not the Government decides at a later date to reimburse any of the IR&D as allowable indirect cost, in accordance with 32 CFR 34.13 and 48 CFR 31.205-18(e).

LIMITATION OF LIABILITY AND DAMAGES; INDEMNIFICATION

1. In the event of any full or partial termination of this Agreement, or a project funded hereunder, by the Government, neither the Government nor NSTXL shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the PROTOTYPE LEVEL PERFORMER, its contractors, sub-performers, or customers as a result of such termination. Damages for such termination of this Agreement is limited solely to direct damages and costs and/or fees incurred as a result of any termination of this Agreement, and subject to mitigation of such damages by the PROTOTYPE LEVEL PERFORMER. In no instance shall the Government's liability for termination exceed the total amount due and unpaid to PROTOTYPE LEVEL PERFORMER under this Agreement. Similarly, in no instance shall NSTXL's liability for termination exceed the total amount due to PROTOTYPE LEVEL PERFORMER under this Agreement which has been paid by the Government to NSTXL to date for payment over to the PROTOTYPE LEVEL PERFORMER and that has not been so paid.

2. With regard to the activities undertaken pursuant to this Agreement, no Party shall make any claim against the other or the Government, the other's or the Government's employees, the other's or the Government's related entities (e.g. contractors, sub-performers), or employees of the other's or the Government's related entities for any injury or death of its own employees or employees of its related entities, whether such injury, death, damage or loss arises through negligence or otherwise, provided however, that in the event gross negligence, recklessness or willful misconduct is determined by a tribunal of competent jurisdiction to have occurred, this clause shall not be a bar to suit and/or recovery.

3. None of the Parties or the Government shall be liable to each other for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party or the Government) or otherwise, except to the extent such damages are caused by a Party's or the Government's gross negligence, recklessness or willful misconduct or arise from third-party claims or pertain to breach of confidentiality obligations.

Under no circumstances will the above enumerated exceptions be interpreted to apply the Contract Disputes Act to the OTA or this Agreement, or in any way cause the OTA or this Agreement to be subject to any terms of or regulations related to the Contract Disputes Act.

4. The PROTOTYPE LEVEL PERFORMER agrees to extend the waiver of liability set forth above in subparagraphs 2 and 3 to entities at any tier performing the Project Order under this Agreement by requiring them, through agreement, contract or otherwise, to agree to waive all claims against the Parties to this Agreement as well as the Government.

5. Each Party (an "Indemnifying Party") agrees to indemnify, hold harmless, and defend the other Party and the Government and their respective managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including professional fees and reasonable attorneys' fees, arising out of any third-party claim alleging or arising from:

1. property damage or bodily injury, including death, caused solely by the willful misconduct of such Indemnifying Party, its agents, employees, or affiliates in connection with work under this Agreement,
2. such Indemnifying Party's infringement or wrongful use of intellectual property, including without limitation, Technical Data, software, or inventions, or
3. any failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

6. Notwithstanding the foregoing (including Sections 1-5, above), claims by a Party for contribution (or indemnity) from the other party toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

7. Additionally, the Parties agree to the following:

DISCLAIMER AND RELEASE. THE WARRANTIES, CONDITIONS, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES OF PERFORMER, AND REMEDIES OF NSTXL AND THE GOVERNMENT, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND NSTXL AND THE GOVERNMENT EACH HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES AND OTHER OBLIGATIONS AND LIABILITIES OF PERFORMER, AND ANY OTHER RIGHTS, CLAIMS AND REMEDIES AGAINST PERFORMER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY SERVICE OR DELIVERABLE PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
 - B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
 - C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF PERFORMER; AND
- If
- D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY, INCLUDING WITHOUT LIMITATION ANY GOODS OR DELIVERABLE PROVIDED BY PERFORMER UNDER THIS CONTRACT.

EXCLUSION OF SPECIFIED DAMAGES. PERFORMER SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF PERFORMER, OR OTHERWISE, FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY DELIVERABLE OR OTHER THINGS PROVIDED UNDER THIS CONTRACT.

Definition. For the purpose of this Article, "PERFORMER" includes The Boeing Company, its divisions, subsidiaries, the assignees of each, subcontractors, suppliers and affiliates, and their respective directors, officers, employees and agents.

SUPPLEMENTAL INTELLECTUAL PROPERTY & PATENT RIGHTS AGREEMENT

By accepting this contract, Seller also accepts a supplemental intellectual property and patent rights agreement that may be provided by the Buyer upon request.

