

PURCHASE CARD FAR AND DFARS TERMS AND CONDITIONS

1. Formation of Contract. The terms and conditions contained herein related to Federal Acquisition Regulation (“FAR”) and Department of Defense FAR Supplement (“DFARS”) clauses shall apply to all purchases of Goods from The Boeing Company, including any parents, subsidiaries, or affiliates, (“Buyer”) from seller (“Seller”) using Buyer’s Purchase Card Program. This proposed contract is Buyer’s offer to purchase the goods or services (“Goods”) described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by Buyer’s Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller’s acceptance of this contract through any means, including written, oral, or through performance, which shall include commencing with the sale, shipment, or delivery of Goods purchased by Buyer, shall conclusively evidence acceptance of the terms contained herein related to the applicability of FAR and DFARS clauses.

2. FAR/DFARS Clauses. For purchases made pursuant to this contract, Buyer is a prime contractor to the United States Government and Seller is a subcontractor to the United States Government for certain commercial Goods and transactions between the parties. Seller shall comply with all applicable statutes and United States Government rules, regulations, and orders, including all contract clauses under the FAR and DFARS applicable to the Goods and transactions. The contract clauses set forth below are incorporated by reference from the FAR and DFARS as if stated fully herein. Buyer shall notify Seller, including by amendment of this contract, of additional FAR and DFARS contract clauses or amendments, and revisions to existing contract clauses, which are adopted by the United States Government, and Seller agrees to comply with all applicable clauses in effect at the time of sale to Buyer. The clauses set forth below may or may not apply to specific Goods sold by Seller to Buyer or to specific transactions between the parties. Seller bears the sole responsibility of determining the applicability of specific FAR and DFARS clauses to specific Goods or transactions depending on the nature of the Goods or the circumstances of the transactions. Seller further bears sole responsibility for compliance with all applicable clauses. Where necessary to effectuate the applicable FAR and DFARS clauses set forth herein, the term “Government” in the clauses shall mean Buyer, the term “Contracting Officer” in the clauses shall mean Buyer’s Authorized Procurement Representative, and the term “Contractor” in the clauses shall mean Seller. The following FAR and DFARS clauses potentially are applicable to commercial Goods sold by Seller to Buyer or to transactions between the parties:

Clause

Description

FAR 52.244-6

Subcontracts for Commercial Items (Nov 2017).

FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010). This clause applies to contracts funded under the Recovery Act.
FAR 52.203-19	Prohibition of Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR 52.204-21	Basic Safeguarding of covered Contractor Information Systems (Jun 2016) This clause applies if the contract is for other than commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR 52.204-21
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
FAR 52.222-21	Prohibition of Segregated Facilities (Apr 2015).
FAR 52.222-26	Equal Opportunity (Sep 2016).
FAR 52.222-35	Equal Opportunity for Veterans (Oct 2015). This clause applies to contracts \$150,000 or more.
FAR 52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014) This clause applies to contracts in excess of \$15,000.
FAR 52.222-37	Employment Reports on Veterans (Feb 2016). This clause applies to contracts \$150,000 or more.
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010). Clause specifies applicability in paragraph (f).
FAR 52.222-50	Combating Trafficking in Persons (Mar 2015).
FAR 52.222-54	Employment Eligibility Verification (Oct 2015)
FAR 52.222-55	Minimum Wages under Executive Order 13658 (Dec 2015). Clause specifies applicability in paragraph (k).
FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017). Clause specifies applicability in paragraph (m).
FAR 52.224-3	Privacy Training (Jan 2017). Clause specifies applicability in paragraph (f).

FAR 52.225-26	Contractors Performing Private Security Functions Outside the United States (Oct 2016)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013). Clause specifies applicability in paragraph (c).
FAR 52.245-1	Government Property (Jan 2017). This clause applies if Government property is acquired or furnished for contract performance. "Government" shall mean Government throughout except the first time it appears in paragraph (g)(1) when "Government" shall mean Government or the Buyer
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006). Clause specifies applicability in paragraph (d).
DFARS 252.244-7000	Subcontracts for Commercial Items (DoD Contracts) (Jun 2013)
DFARS 252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Oct 2016). This clause applies to contracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting.
DFARS 252.204-7012	<p>Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016). This clause applies if the Contract is for operationally critical support or where performance will involve a covered contractor information system. The term "contractor" retains its original meaning wherever the word is not capitalized. In the terms "Contractor attributional/proprietary information," "Contractor information system" and "covered contractor information system," the term "contractor" also retains its original meaning.</p> <p>In paragraph (b)(2), the applicable security standard that applies to this Contract is NIST SP 800-171, Revision 1. In paragraphs (d) and (g), "Contracting Officer" shall mean "Contracting Officer or Buyer." In paragraph (m)(2), the term "prime Contractor" retains its original meaning. In accordance with paragraph (m)(2)(i), Seller shall notify Buyer when submitting a request to the Contracting Officer to vary from NIST SP 800-171, Revision 1. Reporting to Buyer in accordance with (m)(2)(ii) shall be accomplished via abuse@Boeing.com with a copy to the Buyer's Authorized Procurement Representative. The Boeing 1st tier subcontractor shall rapidly report lower tier subcontractor information it receives.</p>

Seller represents and warrants that (i) it is in compliance with the requirements of DFARS Clause 252.204-7012 as modified by the preceding paragraph, or (ii) that, pursuant to paragraph (b)(2)(ii)(B), it has submitted a request applicable to this Contract for a variance from the requirements of NIST SP 800-171, Revision 1 to the US Government Contracting Office and that Seller's request for such variance was approved by an authorized representative of the DoD CIO.

- DFARS 252.204-701 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (May 2016)
- DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (May 2016)
- DFARS 252.211-7003 Item Identification and Valuation (Mar 2016) This clause applies if this contract acquires any item for which unique item identification is required in accordance with paragraph (c) (1) of this clause. Any exceptions under paragraph (c) (1) (i) or specific items requiring a unique item identifier in accordance with paragraph (c) (1) (ii)-(v), if any, shall be identified in an exhibit in this contract.
- DFARS 252.223-7008 Prohibition of Hexavalent Chromium (Jun 2013)
- DFARS 252.225-7001 Buy American and Balance of Payments Program (Dec 2017)
- DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows:
(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those

goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

- DFARS 252.225-7012 Preference for Certain Domestic Commodities (Dec 2017)
- DFARS 252.225-7048 Export-Controlled Items (June 2013)
- DFARS 252.225-7981 Additional Access to Contractor and Subcontractor Records (Other than USCENTOM) (DEVIATION 2015-O0016). This clause applies to contracts that have an estimated value over \$50,000 and will performed outside the United States and its outlying areas.
- DFARS 252.227-7015 Technical Data—Commercial Items (Feb 2014). This clause applies whenever any technical data related to commercial items is developed in any part at private expense and will be obtained from Seller or its subcontractors for delivery to the Government.
- DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 2016).
- DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jun 2013). This clause applies to all transactions that involve the acquisition of steel as a construction material.
- DFARS 252.239-7010 Cloud Computing Services (Oct 2016). Paragraph (b)(1) shall read as follows: This clause applies to contracts that involve or may involve cloud services, including contracts for commercial items. If Seller proposes to use cloud computing services in the performance of the contract, Seller shall obtain approval from the Buyer prior to utilizing such cloud computing services in performance of the contract.
- DFARS 252.246-7003 Notification of Potential Safety Issues (Jun 2013). This clause applies only if the transaction is for (1) parts identified as critical safety items; (2) systems and subsystems, assemblies, and subassemblies integral to a system; or (3) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.
- DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Aug 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or

for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

- DFARS 252.246-7008 Sources of Electronic Parts (Dec 2017). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means Buyer's Authorized Procurement Representative. Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).
- DFARS 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Jun 2013). This clause applies if Seller is a motor carrier, broker, or freight forwarder.
- DFARS 252.247-7023 Transportation of Supplies by Sea (Apr 2014). This clause applies only if the supplies are of a type described in paragraph (b)(2) of the referenced clause. If the transaction is at or below \$150,000, paragraphs (f) and (g) are excluded.
- DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000). This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

3. Governing Law. This contract and any disputes arising out of, or relating to, this contract shall be governed by the laws of the State of Delaware without regard to the conflict of law rules thereof, provided that contract provisions that have been incorporated directly from or by express reference to the FAR or FAR supplements, including the DFARS, shall be construed and interpreted according to the federal

common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government. This contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

4. Relationship of the parties. The parties are conducting transactions arising out of this contract solely as independent contractors, and do not intend to create any other relationship between them.

5. Waiver. The failure of either party to enforce at any time any of the provisions of this contract shall not be construed to be a continuing waiver of any provisions hereunder, nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

6. Entire Agreement. This contract contains the entire agreement of the parties regarding the applicability of FAR and DFARS clauses to the Goods and transactions and supersedes any and all prior agreements, understandings and communications between them related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and agreed to by the parties.