

- 1. FORMATION OF CONTRACT.** This proposed purchase contract, which incorporates by reference these General Provisions and all other terms and conditions set forth in this proposed purchase contract (collectively, the "Contract"), is Buyer's offer to purchase the goods and/or services (collectively, the "Services") from a college, university or other educational institutions (herein referred to as "Seller") as described in this offer. Acceptance is strictly limited to the terms and conditions included in this offer. Unless specifically agreed to in writing by Buyer's Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to this offer. Seller's commencement of performance or acceptance of this offer in any manner shall conclusively evidence acceptance of this offer as written. Seller's provision of the Services shall be governed solely by this Contract. Buyer and Seller are referred to herein as a "Party" or collectively as the "Parties."
- 2. SCOPE OF SERVICES.** During the term of this Contract, Seller shall furnish the Services in accordance with the statement of work set forth in the Contract. Seller shall assign personnel, including but not limited to its employees, faculty, graduate assistants, and students, that are satisfactory to Buyer. At any time and for any reason, Buyer may require Seller to withdraw the services of any person and require that Seller promptly provide replacements for such persons satisfactory to Buyer.
- 3. WORK PERFORMANCE.** Seller agrees that all work performed hereunder shall be performed on a best effort basis by employees, students, faculty, graduate assistants and staff having an appropriate experience and skill level and in compliance with the statement of work.
- 4. INDEPENDENT CONTRACTOR.** Seller, including its employees, faculty, graduate assistants, and students, is an independent contractor for all purposes. Seller shall have complete control over the performance of, and the details for accomplishing, the Services. In no event shall Seller or its agents, representatives or employees be deemed to be agents, representatives or employees of Buyer. Seller's employees shall be paid exclusively by Seller for all Services performed. Seller shall comply with all requirements and obligations relating to such employees under federal, state and local law (or foreign law, if applicable). Such compliance shall include, but not be limited to, laws regarding minimum wages, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance.
- 5. TAXES.** Unless this Contract specifies otherwise, the price of this Contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges, and exactions imposed on or measured by this Contract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.
- 6. INVOICE AND PAYMENT.** As compensation for Services to be performed by Seller, Buyer shall pay Seller as set forth in this Contract. Buyer shall have no liability for any other expenses or costs incurred by Seller. Payment due date, including discount periods, shall be computed from the date of the later of the scheduled delivery date of Service, the actual delivery date of Service or the date of receipt of a correct invoice. Payment shall be deemed to have been made on the date the Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay to Buyer any amounts paid in excess of amounts due Seller.
- 7. CHANGES**
  - a. Buyer's Authorized Procurement Representative may, without notice to sureties and in writing, direct changes within the general scope of this Contract. Seller shall comply promptly with such direction. Except for the rights granted to Buyer under this article, a change pursuant to this article shall not give rise to nor authorize any other modification of or amendment to the terms and conditions of this Contract.
  - b. If such change increases or decreases the cost or time required to perform this Contract, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both to reflect the increase or decrease. Buyer shall modify this Contract in writing accordingly. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer's Authorized Procurement Representative in writing within 25 days, and deliver a fully supported proposal to Buyer's Authorized Procurement Representative within 60 days, after Seller's receipt of such direction. Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Buyer may examine Seller's pertinent books and records to verify the amount of Seller's claim. Failure of the Parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction.
  - c. If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer's Authorized Procurement Representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Only the Buyer's Authorized Procurement Representative has authority on behalf of Buyer to make changes to

this Contract. Buyer's engineering and/or technical personnel may provide technical advice or assistance concerning the work contained in this agreement. No such action shall be determined to be a change under the "Changes" provision of this contract and no equitable adjustment will be provided.

- 8. DISPUTES.** Any dispute that arises under or is related to this Contract that cannot be settled by mutual agreement of the Parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Seller shall proceed with performance of this Contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.
- 9. TERMINATION FOR CONVENIENCE.** Buyer reserves the right to terminate this Contract, or any part hereof, for its sole convenience. In the event of such termination, Seller shall immediately cease all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work and divert applicable commitments covering personal services that extend beyond the effective date of termination. In case of termination for convenience by Buyer of all or any part of this Contract, Seller may submit a claim to Buyer within 60 days after the effective date of termination for fees owing for Services provided prior to the effective date of such termination. In no event shall Buyer be obligated to pay Seller any amount in excess of the Contract price. The provisions of this article shall not limit or affect the right of Buyer to cancel this Contract for default.
- 10. CANCELLATION FOR DEFAULT.**
  - a. Buyer may, by written notice to Seller, cancel all or part of this Contract: (i) if Seller fails to deliver the Services within the time specified by this Contract or any written extension; (ii) if Seller fails to perform any other provision of this Contract or fails to make progress, so as to endanger performance of this Contract, and, in either of these two circumstances, within ten (10) days after receipt of notice from Buyer specifying the failure, does not cure the failure or provide Buyer with a written detailed plan adequate to cure the failure if such failure reasonably cannot be cured within such ten (10) days and such plan is acceptable to Buyer's Authorized Procurement Representative. Seller shall continue work not canceled.
  - b. Seller shall continue Services not canceled. In the event Buyer cancels this contract for default, Buyer may require Seller to deliver to Buyer all work in process existing as of the date of cancellation.
- 11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.** Seller shall not assign (whether voluntary, involuntary, by merger, change of control, consolidation, dissolution, operation of law, transfer, or any other manner) any of its rights or interest in this Contract or subcontract all or substantially all of its performance of this Contract without Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this Contract. Seller may assign its right to monies due or to become due. Any attempt to assign or delegate in violation of this article is void. No assignment, delegation, or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Contract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment.
- 12. BUYER'S PROPERTY.** Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract. Seller assumes all risk of loss, destruction, or damage of such property while in Seller's possession, custody, or control. Seller shall not use such property other than in performance of this Contract without Buyer's prior written consent. Seller shall notify Buyer's Authorized Procurement Representative if Buyer's property is lost, damaged, or destroyed. As directed by Buyer, upon completion, termination or cancellation of this Contract, Seller shall deliver such property, to the extent not incorporated in delivered goods, to Buyer in good condition subject to ordinary wear and tear
- 13. NOTICE TO BUYER OF LABOR DISPUTES.** Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, Seller shall immediately give notice thereof, including all relevant information, to Buyer.
- 14. PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY.** Unless otherwise prohibited by law and Seller notifies Buyer of such, Seller shall indemnify, defend, and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages, and/or including attorneys' fees and/or costs), liabilities, damages, costs, and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design, or semiconductor mask work or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale, or use of Services or goods resulting from Services by either Buyer or its customer. Buyer and/or its customer shall duly notify Seller of any such claim, suit or action. Seller shall, at its own expense, fully defend such claim, suit, or action on behalf of the indemnitees. Seller shall have no obligation under this article with regard to any infringement arising from (a) the compliance of Seller's new product design with formal specifications issued by Buyer where

infringement could not be avoided in complying with such specifications or (b) use or sale of Services or goods resulting from Services in combination with other items when such infringement would not have occurred from the use or sale of those Services or goods resulting from Services solely for the purpose for which they were designed or sold by Seller. For purposes of this article only, the term Buyer shall include The Boeing Company and all Boeing subsidiaries and all officers, agents, and employees of Boeing or any Boeing subsidiary.

## 15. CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION AND MATERIALS

- a. Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary, and/or trade secret information; (ii) tangible items and software containing, conveying, or embodying such information; and (iii) tooling identified as being subject to this article that is obtained, directly or indirectly, from the other in connection with this Contract or other agreement referencing this Contract, including Buyer's contract with its customer, if any, (collectively referred to as "Proprietary Information and Materials"). Buyer and Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this Contract and/or any other agreement referencing this Contract, including Buyer's contract with its customer, if any. However, despite any other obligations or restrictions imposed by this article, Buyer shall have the right to use, disclose, and reproduce Seller's Proprietary Information and Materials, and make derivative works thereof, to fulfill Buyer's obligations under contract and for the purposes of testing, certification, use, sale, or support of any Services delivered under this Contract or any other agreement referencing this Contract or any goods resulting from Services, including Buyer's contract with its customer, if any. Any such use, disclosure, reproduction, or derivative work by Buyer shall, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials.
- b. Upon Buyer's request at any time, and in any event upon the completion, termination, or cancellation of this Contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any goods, parts or other materials containing, conveying, embodying, or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such goods, parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this article.
- c. Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this Contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor.
- d. The provisions of this article are effective notwithstanding the application of any restrictive legends or notices to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination, or cancellation of this Contract.

## 16. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. Background (Preexisting) Inventions and Patents. Seller grants to Buyer, and to Buyer's subcontractors, suppliers, and customers in connection with goods or work being performed by Buyer, an irrevocable, nonexclusive, paid-up, worldwide license under any inventions, patents, industrial designs, and mask works (whether domestic or foreign) owned or controlled by Seller at any time before or during the term of this Contract, but only to the extent that such would otherwise interfere with Buyer's or Buyer's subcontractors', suppliers', or customers' use or enjoyment of goods or the work product or foreground inventions belonging to Buyer under this Contract.
- b. Foreground Inventions and Patents. All inventions conceived, developed, or first reduced to practice by, for, or with Seller in the course of any work that is performed under this Contract and any patents resulting from such inventions (both domestic and foreign) shall be the property of Buyer. Seller will (i) promptly disclose all such inventions to Buyer in written detail and (ii) execute all papers, cooperate with Buyer, and perform all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of Buyer.
- c. Preexisting Works of Authorship and Copyright. Unless superseded by an attached Seller Software License Agreement agreed to in writing by both Buyer and Seller, Seller grants to Buyer, and to Buyer's subcontractors, suppliers, and customers in connection with goods or work being performed by Buyer, a perpetual, irrevocable, nonexclusive, paid-up, worldwide license in Seller's copyrights to reproduce, distribute copies of, perform publicly, display publicly, and make derivative works from software included in or provided with or for goods (software) and related information and materials (software documentation) and that is owned or controlled by Seller at any time before or during the term of this Contract, but only to the extent that such copyrights would otherwise interfere with Buyer's or Buyer's subcontractors', suppliers', or customers' use or enjoyment of goods or the work products, inventions, or works of authorship belonging to Buyer and resulting from this Contract.

d. Foreground Works of Authorship and Copyrights. All works of authorship (including, but not limited to, documents, data, drawings, software, software documentation, photographs, video tapes, sound recordings, and images) created by, for, or with Seller in the course of any work performed under this Contract, together with all copyrights subsisting therein, shall be the sole proprietary property of Buyer. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer. The copyrights in all other such works, including all of the exclusive rights therein, will be promptly transferred and formally assigned free of any additional charges to Buyer.

**17. PUBLICITY.** Except as required by law, neither party shall without the other's prior written approval, make reference to the other in a press release or any other written statement intended for publicity, advertisement, denial, or confirmation in connection with work performed under this Contract. Seller shall include this Article in any subcontracts issued under this Contract. Seller, upon written approval of Buyer, shall have the right to acknowledge Buyer's support of the work under this Contract in scientific or academic publications and other scientific or academic communications. Buyer approval shall not be unreasonably withheld.

**18. 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.

**19. RIGHTS AND REMEDIES.** Any failures, delays or forbearances of either Party in insisting upon or enforcing any provisions of this Contract, or in exercising any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity. If any provision of this Contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable. Seller acknowledges and agrees that money damages would not be an adequate remedy for any actual, anticipatory or threatened breach of this Contract by Seller with respect to its delivery of the Services to Buyer.

**20. COMPLIANCE WITH LAWS.** Seller shall comply, and will ensure that its employees, faculty, graduate assistants, and students performing work under this contract shall abide with all applicable statutes and government rules, regulations, and orders, including those pertaining to United States Export Controls. In particular, Seller shall (i) comply with 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" (the "OECD Convention") or other anti-corruption/anti-bribery convention; (ii) comply with 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 (iii) 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.

**21. 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 (i) contract provisions that have been incorporated directly from or by express reference to the FAR or FAR supplements, (ii) contract provisions that have been flowed down from a contract with the U.S. Government, and (iii) the Changes and Termination for Convenience articles, 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.

**22. GOVERNMENT CLAUSES.** Government clauses applicable to this Contract are incorporated herein either by attachment to this document or by some other means of reference, and the Government obtains rights commensurate with all such applicable Government clauses and any conflict shall be resolved pursuant to the order of precedence article of this Contract.

### **23. PACKING AND SHIPPING**

- a. Seller shall pack the goods and materials to prevent damage and deterioration.
- a. If the Contract specifies FOB destination (place of delivery), then in addition to any other shipping instructions, Seller shall forward Goods freight prepaid. Seller shall make the transportation arrangements, pay the shipping costs, and remain responsible for the goods and materials until the goods and materials are delivered and the Buyer takes possession at the destination.
- c. If the Contract specifies FOB origin (place of shipment) then in addition to any other shipping instructions, Seller

shall forward goods and materials collect. For goods and materials shipped within the United States, Seller shall make no declaration concerning the value of the goods or materials shipped except on the goods or materials where the tariff rating is dependent upon released or declared value. In such event, Seller shall release or declare such value at the maximum value within the lowest rating. Buyer may charge Seller for damage to or deterioration of any goods and materials resulting from improper packing or packaging. Seller will ship the goods and materials in accordance with the provisions set forth at [http://www.boeing.com/supplier\\_portal/DSR!%20external%20web%20version%206-8-11.pdf](http://www.boeing.com/supplier_portal/DSR!%20external%20web%20version%206-8-11.pdf). Upon Boeing's request, Seller will identify packaging charges showing material and labor costs for container fabrication.

## **24. INSPECTION**

- a. At no additional cost to Buyer, Services shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer shall perform inspections, surveillance and tests so as not to unduly delay the work. If Buyer performs an inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.
- b. Buyer's rights under this article shall extend to customers of Buyer, including customers that are departments, agencies or instrumentalities of the U.S. Government or foreign governments. Nothing in this Contract shall be interpreted to limit United States Government access to Seller's facilities pursuant to law or regulation.

## **25. ACCEPTANCE & REJECTION.**

- a. Buyer shall accept the Services or give Seller notice of rejection within a reasonable time after the date of delivery, notwithstanding any payment or prior test or inspection, or passage of title. No inspection, test, delay or failure to inspect or test or failure to discover any defect or other nonconformance shall relieve Seller of any of its obligations under this Contract or impair any rights or remedies of Buyer or Buyer's customers, including revocation of acceptance.
- b. If Seller delivers non-conforming Services, Buyer may require Seller to promptly correct or replace the non-conforming Services. Redelivery to Buyer of any corrected or replaced Services shall be at Seller's expense.
- d. All repair, replacement and other correction and redelivery shall be completed as Buyer may reasonably direct.

## **26. SCHEDULE.**

Seller shall use best efforts to adhere to the delivery or completion schedules as specified in this Contract. If, at any time, Seller believes it may be unable to comply with the delivery or completion schedules, Seller shall immediately notify Buyer in writing of the probable length of any anticipated delay and the reasons for it and shall provide Buyer with a written recovery schedule.

## **27. SUSPENSION OF WORK**

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

**28. RECORDS AND AUDIT.** Seller shall retain all financial records and documents pertaining to the Services for a period of no less than three years after final payment. Such records and documents shall date back to the time this Contract was issued and shall include, without limitation, catalogs, price lists, invoices, underlying data and basis for cost estimates and inventory records. Buyer shall have the right to examine, reproduce and audit all such records related to pricing, performance and proposed costs associated with any proposals (prior to or after contract award), invoices or claims.

**29. 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 Buyer's implementation of and adherence to the Boeing Code.

Further, any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which Seller is performing work under this Contract may be considered a material breach of this Contract for which Buyer may elect to cancel any open orders between Buyer and the Seller, for cause, in accordance with the provision of this order entitled "Cancellation for Default" or exercise any other right of Buyer for an Event of Default under this Contract.

### 30. ELECTRONIC ACCESS

- a. Definitions. "Boeing Systems" is defined as any electronic information systems operated by or on behalf of Buyer, including without limitation, facilities, network equipment, telecommunications networks, software, files and data. "Electronic Access" is defined as access by Seller or any Seller Personnel to the Boeing Systems using any access or transmission method, including without limitation the internet or private data transmission lines. "Seller's Staff and Students" is defined as any of Seller's employees, faculty, graduate assistants, students, contract labor, consultants, advisers, or other representatives who have a need to access the Boeing Systems for Seller to perform under this Contract. "Access Controls" is defined as procedures and/or mechanisms used to authenticate the identity of a system user and authorize access, including, but not limited to, user identifications and passwords, tokens, smart cards and biometrics. "Unauthorized Proprietary Information and Materials" is defined as Proprietary Information and Materials that is not intended for release outside of Boeing, including but not limited to information marked as "Limited," "Limited Distribution," or "Boeing Proprietary - Distribution Limited to Boeing Personnel."
- b. Access Right. Buyer grants to Seller a limited, nontransferable, nonexclusive, revocable (at Buyer's discretion) right to access the Boeing Systems electronically solely during the term of this Contract and solely to the extent authorized in writing by Buyer and necessary for Seller to perform this Contract. Seller shall not access or use the Boeing Systems for any other purpose. This provision does not grant to Seller any ownership interest in, or any express or implied license or right to, any of the Proprietary Information and Materials or to any software or intellectual property rights owned by Buyer or any third party. SELLER EXPRESSLY AGREES THAT BUYER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RELIABILITY OF THE BOEING SYSTEMS. Seller shall not remove any restrictive legends or markings in the Proprietary Information and Materials or Boeing Systems. To the fullest extent consistent with applicable law, Buyer has the right to monitor, record, retrieve and disclose to others (including, but not limited to, law enforcement officials) all information, including the content of communications, related to any Electronic Access by Seller and Seller Personnel. Without limiting the foregoing, Seller hereby understands and agrees that it has no expectation of privacy in the use of Boeing Information Systems and that such use is at all times and in all circumstances fully subject to the consents, including those to monitoring and disclosure, provided in the Boeing warning banner and applicable written Boeing policy.
- c. Access Requirements. Seller may request, and Buyer may provide in its sole discretion, Electronic Access for Seller Personnel on a "need to know" basis in order for Seller to perform under this Contract. Prior to obtaining Electronic Access, each Seller Personnel will be required to obtain from Buyer an Electronic Access account, including Access Controls, and participate in a security briefing in accordance with Buyer specifications. Seller shall: (i) ensure that all Seller Personnel review and agree in writing to abide by the terms of this provision, and any other applicable provision contained in this Contract, prior to being granted Electronic Access; (ii) maintain complete and accurate records of all Seller Personnel with Electronic Access, and provide such records to Buyer upon request; (iii) assign a single focal to initiate requests for Electronic Access for Seller Personnel, coordinate security briefings, maintain records, and coordinate with Buyer regarding actual or potential security breaches; (iv) take all reasonable precautions to prevent the loss, disclosure, reverse engineering, sharing with unauthorized Seller Personnel or compromise of Access Controls; and (v) be responsible for the acts and omissions of all Seller Personnel with respect to their Electronic Access. Seller shall ensure that Seller Personnel do not access the Boeing Systems through any mechanism other than the Access Controls and acknowledges that the Access Controls are for specific individual use of Seller Personnel only, are not transferable, and shall be maintained in confidence by Seller. Seller shall immediately notify Buyer if it believes that any Access Control has been compromised. Seller shall review (at least every three (3) months) each Seller Personnel's Electronic Access requirements. Upon the reassignment, resignation, or termination of any Seller Personnel with Electronic Access, Seller shall promptly submit a written request to Buyer to terminate such Electronic Access.
- d. Prohibited Use. Seller shall not, unless authorized in writing by Buyer: (i) export or save any Proprietary Information and Materials from the Boeing Systems except in support of the work to be performed under this Contract; (ii) make any derivative uses of the Boeing Systems or the Proprietary Information and Materials except in support of the work to be performed under this Contract; (iii) use any data mining, robots, or similar data gathering and extraction methods; (iv) use any frame or framing techniques to enclose any Proprietary Information and Materials found on the Boeing Systems; (v) through reverse engineering, decompiling, or disassembling any portion of the Access Controls, access or attempt to access any Unauthorized Proprietary

Information and Materials or restricted portions of the Boeing Systems.

- e. **Export Control.** In order to comply with applicable U.S. export control statutes and regulations, Buyer may be required to obtain information concerning citizenship or place of birth of Seller Personnel with Electronic Access. Seller shall provide such information consistent with all applicable local statutes and regulations including those provisions that permit Seller to provide such information when such provision is consented to by Seller Personnel. If Seller determines that it may submit such information, it shall be certified by an authorized representative of Seller as being true and correct. Seller acknowledges that if it is unable to provide such information and certification, access to certain Boeing Systems may be limited due to Boeing compliance with applicable U.S. export control statutes and regulations. Where access is granted, Seller shall be responsible for obtaining all export licenses required, where applicable, for each Seller Personnel, including to allow such Seller Personnel to perform the work to which he or she is assigned, and Seller shall comply with any additional export control restrictions as required by applicable U.S. export control statutes and regulations.
- f. **Breach and Remedies.** If Seller discovers or is notified of a security breach or potential security breach based on the restrictions contained in this article ("Security Breach"), Seller immediately shall: (i) cease access to any Proprietary Information and Materials that are the subject of the Security Breach and shall not review any Unauthorized Proprietary Information and Materials; (ii) provide notice to Buyer, including notice of the materials involved in the Security Breach, by sending notice to abuse@boeing.com and to Buyer's Authorized Procurement Representative for this Contract; and (iii) assist Buyer in investigating, remedying, and taking any other action Buyer deems necessary to address such Security Breach, including related to any dispute, inquiry, or claim related to such Security Breach. Seller agrees to permit Buyer to review its security control procedures and practices via physical or electronic access by Buyer, including access to Seller facilities in which such systems are located, as well as any and all premises where maintenance, storage or backup activities are performed. Any material breach of this article by Seller may be considered a default for which Buyer may suspend Electronic Access and/or cancel this Contract, and any other contracts between Buyer and Seller, in accordance with the "Cancellation for Default" article of this Contract. Further, Seller acknowledges that any attempts by Seller or any Seller Personnel to circumvent any security measures designed to prevent unauthorized access to the Boeing Systems may be subject to criminal or civil penalties under the U.S. Federal Computer Fraud and Abuse Act and other applicable laws and regulations.

**31. 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.

**32. CLAIMS ADJUSTMENT.** Buyer may at any time deduct or set-off Seller's claims for money due or to become due from Buyer against any claims that Buyer has or may have arising out of this Contract.

**33. ENTIRE AGREEMENT.** This Contract, together with all the purchase orders, change orders, attachments, exhibits, supplements, specifications, and other terms referenced in this Contract, contains the entire agreement of the Parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this Contract. Except as authorized herein, no amendment or modification of this Contract shall bind either Party unless it is in writing and is signed by Buyer's Authorized Procurement Representative and an authorized representative of Seller.