

BOEING

ELECTRONIC COMMERCE TRADING PARTNER AGREEMENT

SUPPLEMENTAL TERMS AND CONDITIONS TO UNDERLYING AGREEMENT

Where Boeing and the Trading Partner have agreed to conduct the exchange of business transactions using electronic commerce [“Ecom”] enabling technologies, each agrees that the following provisions govern the electronic transmission portion of the business transactions and such provisions are supplemental to the underlying business agreement (“Underlying Agreement”) governing the substantive business transaction.

1. PURPOSE

Boeing and Trading Partner will facilitate business transactions by electronically transmitting data. Boeing and Trading Partner intend that contracts formed by electronically transmitting Data will be as enforceable as contracts formed by the former media.

2. DEFINITIONS

- (A) “Data” means information transmitted pursuant to an Exhibit.
- (B) “Acknowledgment” means an electronic indicator verifying receipt of the Data.
- (C) “Exhibit” means the authorizing document for an electronic transmission. Exhibits set forth the categories of Data to be transmitted, the transaction sets, formats and other information relevant to the transmission. As business requirements dictate, Exhibits will be executed between the parties and upon execution will be subject to this Supplement without further formalities.

3. SYSTEM OPERATIONS

Each party, at its own expense, will provide and maintain the equipment, software and services necessary to reliably transmit, receive and control Data and will periodically test and monitor such equipment, software and services to ensure that they are adequate to reliably transmit, receive and control Data.

4. DATA TRANSACTIONS

If one party electronically transmits Data to the other party in accordance with the applicable Exhibit, the other party agrees to receive the Data. Any other transmission of information or requirements is not subject to this Supplement.

5. MEANS OF TRANSMISSION

- (A) The parties will transmit Data directly to one another or through a service provider. Either party may select, or modify a selection of a provider upon 30 days written notice to the other party. Each party will be solely responsible for the costs of any provider with which it contracts.
- (B) Each party will be liable to the other for the acts or omissions of its provider while transmitting, receiving, storing or handling Data. If both parties use the same provider, the originating party will be liable to the other for the acts or omissions of the provider related to that Data.

6. SIGNATURES

Each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each transmission. Use of the digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document. Each authorized representative of a party will maintain sole control of the use of his or her digital identification, and neither party will disclose the digital identification of the other party to any unauthorized person.

7. GARBLED TRANSMISSIONS

If a party receives unintelligible Data, that party will promptly notify the sending party (if identifiable from the received Data). If the sending party is identifiable from the Data but the receiving party fails to give prompt notice that the Data is unintelligible, the records of the sending party will govern. If the sending party is not identifiable from the Data, the records of the party receiving the unintelligible Data will govern.

8. TRANSACTION SECURITY

Each party will provide appropriate security measures to ensure that all transmissions of Data are authorized and to protect Data from unauthorized access, alteration, or loss. Each party will use reasonable care to maintain the confidentiality of transactions and the Data therein in the same secured manner as it would maintain for paper documents of like kind and importance.

9. RETENTION

Each party will retain records of all transactions for at least four weeks after concluding each transaction. The parties will also retain transactions to the extent required by the Underlying Agreement or applicable law.

10. RECEIPT AND ACCEPTANCE

(A) Proper Receipt: Data shall not be deemed to have been properly received, and no Data shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Implementation Guidelines.

(B) Verification: Upon receipt of any Data, the receiver shall promptly and properly transmit an acknowledgment in return, unless otherwise specified in the Implementation Guidelines. If any acknowledgment is not received within twenty-four hours, the sender shall initiate appropriate inquiries. An acknowledgment shall constitute conclusive evidence that Data has been properly received.

11. TERMS AND CONDITIONS PRECEDENCE

All transactions will be subject to the Underlying Agreement. In the event of a conflict between this Supplement and the Underlying Agreement, for any electronic transmission related matter, the terms of this Supplement, including the applicable Exhibit, takes precedence, otherwise the Underlying Agreement controls.

12. ENFORCEABILITY AND ADMISSIBILITY

(A) Any Data properly transmitted pursuant to this Supplement will be deemed for all purposes: (1) to be a "writing" or "in writing;" and (2) to constitute an "original" when printed from electronic records established and maintained in the ordinary course of the provider's business.

(B) Any Data digitally signed pursuant to Section 6 and electronically transmitted pursuant to this Supplement will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the Data be in writing or signed. Data records introduced as evidence in any judicial, arbitration, mediation or administrative proceeding will be admissible to the same extent as business records maintained in written form.

(C) The conduct of the parties pursuant to this Supplement, including the use of Data properly transmitted hereunder, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of the purpose of these supplemental terms.

13. INCIDENTAL AND CONSEQUENTIAL DAMAGES

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE ARISING FROM OR AS A RESULT OF ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF ANY TRANSACTION SET FORTH PURSUANT TO THESE SUPPLEMENTAL TERMS.

14. NATURE OF AGREEMENT

This Supplement does not express or imply any commitment to purchase or sell goods or services or conduct any other business transaction.

15. MODIFICATION

This Supplement may not be contradicted, modified or supplemented except by a written agreement signed by both parties.

16. APPLICABLE LAW

This Agreement will be governed and construed in accordance with the governing law applied to the Underlying Agreement.

17. TERMINATION

Either party may terminate this Supplement by giving the other party 30 days prior written notice specifying the effective date of termination. Any termination will not alter the rights or duties of the parties with respect to Data transmitted before the effective date of the termination.

18. ENTIRE AGREEMENT

These supplemental terms executed pursuant hereto, constitute the complete agreement of the electronic data transmission and supersede all prior representations or agreements, whether oral or written, with respect to such matters.

