

# THE BOEING COMPANY

## GENERAL PROVISIONS

Labor Hour Contract  
(Government Prime Contract)  
**DF 4400-918 (Rev. 2/97)**

1. **ACCEPTANCE.** This Contract is Buyer's offer to Seller, and acceptance is strictly limited to its terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever which is different from or in addition to the provisions of this Contract, whether or not such term or condition will materially alter this Contract. Seller commencement of performance or acceptance of this Contract in any manner shall conclusively evidence agreement to this Contract as written.
2. **DEFINITIONS.** Whenever used in this Contract, (a) "Customer" means any customer of Buyer, any subsequent owner, operator or user of the Goods and any other individual, partnership, corporation or person or entity which has or acquires any interest in the Goods from, through or under buyer; (b) "FAR" means the Federal Acquisition Regulation; (c) "DFARS" means the Department of Defense FAR Supplement; (d) "NFS" means the NASA FAR Supplement; (e) "Goods" means all of the goods, services, data, software and other items furnished or to be furnished to Buyer under this Contract; and (f) "Contract" means this purchase contract including the provisions on its face, these General Provisions, and all of the specifications, technical descriptions, statements of work, drawings, designs, documents, and other requirements and provisions attached to, incorporated into or otherwise made a part of this purchase contract by Buyer. Unless otherwise specified in this contract, FAR references cited herein are those in effect on the date of this contract.
3. **SERVICES TO BE FURNISHED.** Seller shall furnish to Buyer the services of Seller's employees named or described in this contract. Such services shall be furnished at the place or places and during the period or periods specified in this contract. Unless otherwise provided in this contract, such employees shall perform such services for Buyer as Buyer shall from time to time request and, except for sickness and other unavoidable absence, all such employees shall be made available by Seller for services hereunder during Buyer's customary work shifts at the place of performance, eight (8) hours per day, Monday through Friday, except Buyer's customary holidays at the place of performance, and except for such overtime on weekdays and Saturday, Sunday and holiday work as Buyer may reasonably request.
4. **PERFORMANCE.** All services rendered by Seller, Seller's employees, agents and representatives in the performance of this contract shall conform to the requirements of this contract and to the highest standards of workmanship for the work involved. Each of Seller's employees performing services under this contract shall be well qualified for the services he is performing. No person objected to by Buyer shall be assigned or retained by Seller to perform services hereunder and, upon receipt of a written request from Buyer for the replacement of any such person, Seller shall forthwith remove such person from the work and as soon thereafter as reasonably possible shall furnish a satisfactory replacement. Upon Buyer's request, Seller shall promptly submit for Buyer's approval detailed written resumes of Seller's employees performing or to perform services under this contract.

## 5. PAYMENTS.

a. **RATE.** As full compensation for the performance of this contract, and unless otherwise provided in this contract, Buyer shall pay Seller at the rates set forth in this contract for all services actually performed hereunder by Seller's employees, plus any travel, per diem or other allowances to the extent specifically provided for in this contract. Said rates cover and include all profit and all wages and salaries, overhead and other costs and expenses of Seller incident to this contract. Expenditure of overtime or other premium time, if any, will not be paid unless the performance of the overtime or other premium-pay services and the rates for same have the prior written approval or subsequent ratification of Buyer.

b. **SUM ALLOTTED.** The sum allotted to this contract, and the period of performance which it is estimated the sum will cover are set forth in this contract. From time to time by written notice to Seller or unilateral modification of this contract Buyer may increase the sum allotted and, with the agreement of the Seller, revise the estimated period of performance. If at any time Seller estimates that the total amount which, were it not for the provisions of Paragraph 5.c.(ii) below, Buyer would be obligated to pay Seller if Seller performance of this contract were to be terminated for the convenience of Buyer as of the end of the next succeeding thirty (30) days, might exceed eighty-five percent (85%) of the sum then allotted to this contract at that time, Seller shall provide immediate written notice thereof to Buyer. Such notice shall state the estimated date when such point will be reached and the estimated amount of additional funds, if any, required for the period then set forth in this contract. In addition, not more than thirty (30) days prior to the end of the period then set forth in this contract, Seller shall notify the Buyer in writing as to the estimated amount of additional funds, if any, which will be required for the timely performance of this contract and for all obligations hereunder for an additional thirty (30) days or for such further period as may be specified by Buyer or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the end of the period then set forth in contract, then upon request of the Seller, Buyer will terminate this contract on such date, or on a date to be specified in such request, whichever is later, on which the Seller, in the exercise of its reasonable judgment, estimates that its obligation to perform hereunder will be discharged in accordance with Paragraph 5.c(i) below.

c. **LIMITATION OF OBLIGATION.** Notwithstanding any other provisions of this contract (i) Seller shall not be bound to continue performance, incur costs or obligations or take any other action in connection with this contract, including without limitation any changes thereto pursuant to the "Changes" clause, which would cause the total amount which for any reason Buyer would otherwise be obligated to pay Seller to exceed the sum allotted then set forth in this contract; and (ii) Buyer shall not be obligated to pay Seller for any costs or obligations incurred or any other actions taken by Seller in connection with this contract, including without limitations any changes thereto pursuant to the "Changes" clause, in any amount in excess of the sum allotted then set forth in this contract.

d. **INVOICES AND PAYMENTS.** Once each month Seller may submit to Buyer, in such form and with such evidence in support thereof as Buyer may reasonably require, an invoice for services actually rendered during the period covered by the invoice. Payment shall be made to Seller thirty (30) days after receipt of such invoice and evidence. Upon receipt and approval of the invoice designated by the Seller as the "completion invoice", and any substantiating material, and upon compliance by Seller with all provisions of this contract, Buyer shall as promptly as may be practicable pay any balance due and owing Seller. Such completion invoice and any substantiating material shall be submitted by Seller to Buyer as soon as possible following

completion of the services under this contract but in no event later than six (6) months (or such longer period as Buyer may, in its discretion, approve in writing) from the date of such completion. At any time prior and within one (1) year subsequent to final payment under this contract, Buyer may have Seller's invoices audited as herein provided. Payment of Seller's invoices shall be subject to adjustment and/or refunds to Buyer for any amounts subsequently found upon audit or otherwise to have been improperly invoiced.

## 6. INVOICE PAYMENT REQUIREMENTS

- A. *Payments.* Payments are made from "Original" invoices only. Fax copies, statements or invoice copies will not be accepted. "Duplicate Original" invoices must not be sent without prior authorization from either the Buyer or Accounts Payable. "Duplicate Original" invoices must be signed and dated with the full signature of Seller's appropriate manager. Initials will not be accepted. Third Party Billing is not allowed.
- B. *Terms.* Payment terms BEGIN UPON RECEIPT of an acceptable invoice by Buyer's Accounts Payable organization. Payments are not scheduled based upon the date of your invoice. Agreed upon terms must be correctly indicated on your invoice and should agree with the purchase contract. Example: 2% 10 Net 30.
- C. *Mailing Information.*

Invoices are to be mailed to: Boeing Defense & Space Group Accounts Payable  
Mail Stop 80-FW  
P.O. Box 34113  
Seattle, WA 98124-1113

Express Overnight mail should be sent to: Boeing Defense & Space Group Accounts Payable  
18-01 Building, 2nd Floor, Mail Stop 80-FW  
20403 68th Avenue South  
Kent, WA 98032

- D. *Prepaid Freight Charges.* When prepaid freight charges are authorized by Buyer, include a copy of the "prepaid freight bill" with the invoice for charges over \$100.00. Freight charges will be deducted from the payment if this documentation is not included.
- E. *Invoice Information.* All invoices must contain the following information:

1. Buyer's Purchase Contract Number (Example: AA1111 or AAA111)  
(**Note:** Only one Purchase Contract Number per Invoice.)
2. Payment Terms (Example: 2% 10 Net 30)
3. Invoice Number
4. Invoice Date
5. Boeing Purchase Contract Order Line Item Number (Example: 05)
6. Quantity Invoiced  
(**Note:** quantity invoiced must equal quantity shipped and cannot exceed quantity ordered)
7. Boeing Part Number
8. Unit Price
9. Total Price
10. Total Tax
11. Freight Charges

The Purchase Contract is the sole basis for your payment. Incorrect invoices will be returned unpaid. Accounts Payable cannot authorize or negotiate any changes to the Purchase Contract. Contact the Buyer directly to resolve invoice discrepancies.

F. *Payment Inquiries.* Boeing Defense & Space Group checks are generated once a week. Checks are prepared and mailed each Friday. Inquiries on past due invoices (aged over 45 days) or payment problems may be faxed directly to Accounts Payable, fax number (206) 773-7999. A copy of the invoice in question should be annotated with the specific problem. For example:

1. Not Paid
2. Under/Over Paid (show the amount under or over paid)
3. Sales Tax or Freight Not Paid

7. **CHANGES.** Buyer's Materiel Representative may at any time, by written order, make changes, within the general scope of this contract, in any one or more of the following: (i) any specifications, requirements or statement of work; (ii) level of effort or manpower; (iii) place of performance; (iv) performance or delivery schedules; and (v) the amount of Buyer-furnished property. Seller shall proceed immediately to perform this contract as changed. If any such change requires an increase or decrease in any rate or in the sum allotted provided for in this contract, or in the time required for the performance of any part of the services under this contract, whether changed or not changed by any such order, or otherwise affects any other provisions of this contract, an equitable adjustment shall be made in the (i) sum allotted, (ii) rates, (iii) performance schedule, and (iv) in such other provisions of this contract as may be so affected, and this contract shall be changed or modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted within twenty-five (25) days from the date of receipt by Seller of such written order or within such further time as may at any time be agreed upon in writing by the parties; provided, however, that Buyer, if it decides that the facts justify such action, may receive and act upon any such claim at any time prior to final payment under this contract. Nothing in this clause shall excuse the Seller from proceeding with this contract as changed, including failure of the parties to agree upon any adjustment to be made under this clause. In the event Seller considers that any conduct of Buyer or Buyer's employees constitutes a change to this contract, Seller shall immediately notify the Buyer, setting forth in detail the nature of the conduct and the effect upon performance of this contract. Pending receipt of written direction from Buyer's Materiel Representative, Seller shall take no action to implement the change which Seller believes has occurred.
8. **INSPECTION.** (a) All goods (which term includes without limitation raw materials, components, intermediate assemblies, end products and technical data) shall be subject to inspection and test by the Buyer and the Government, to the extent practicable, at all times and places including the period of manufacture, and in any event prior to Buyer or the Government acceptance. Through any of its authorized representatives, the Buyer or the Government may inspect the plant or plants of Seller or any of Seller's subcontractors engaged in the performance of this contract. If any inspection or test is made by the Government on the premises of Seller or Seller's subcontractors, Seller shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Buyer and Government inspectors in the performance of their duties. All inspections and tests by the Buyer and the Government shall be performed in such a manner as will not unduly delay the work. The Seller is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Authorized representatives of the Buyer or his Government customer shall, upon request, be afforded the opportunity to inspect and/or witness testing of supplies/services, or be permitted on-site review of evidence of Seller performance of such inspections/tests. Seller shall include the substance of this provision in all subcontracts issued hereunder. (b) Buyer acceptance of Goods shall be subject to Buyer's final receiving inspection within a reasonable time after receipt at destination, notwithstanding any payment or prior test or inspection. No inspection, test, delay or failure to inspect or test, or delay or failure to discover any defect or other non-compliance, shall relieve Seller of any of its obligations under this Contract or impair any rights or

remedies of Buyer or Customers. Acceptance shall be conclusive, except for latent defects, fraud or gross mistakes amounting to fraud. (c) The Seller is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. Authorized representatives of the Buyer or its government customer shall, upon request, be afforded the opportunity to inspect and/or witness testing of supplies/services, or be permitted on-site review of evidence of contractor performance of such inspections/tests.

9. **BUYER AND SELLER REPRESENTATIVES.** If requested by Buyer in writing, Seller shall designate one of its employees performing services hereunder as its "Senior Representative". Administrative matters between Buyer and Seller arising in the performance of this contract shall be conducted through the Senior Representative. If all or any part of this contract is to be performed on premises under Seller's control, Buyer may station a representative at such premises to maintain liaison between Buyer and Seller. Seller shall make available to such representative reasonable assistance in the form of office space, equipment and clerical help, all without additional charge or cost to Buyer. The authority of Buyer's representative shall be strictly limited to that identified in advance by Buyer's Materiel Representative in writing.
10. **DISCIPLINE OF PERSONNEL.** Irrespective of where this contract is to be performed, discipline of Seller's employees performing services hereunder shall be Seller's responsibility. While on premises which are under the control of Buyer or Buyer's customer(s), Seller's employees, agents and representatives shall obey all applicable plant or base rules.
11. **INDEPENDENT CONTRACTOR.** Seller's relationship to Buyer in the performance of this contract is that of an independent contractor. Seller's personnel performing services under this contract shall at all times be under Seller's ultimate direction and control and shall be employees of Seller and not employees of Buyer. Seller shall pay all wages, salaries and other amounts due its employees in connection with this contract and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, workmen's compensation and similar matters.
12. **WORKMEN'S COMPENSATION.** Seller shall cover or insure all of its employees performing services under this contract in compliance with applicable laws relating to workmen's compensation or employer's liability insurance.
13. **TERMINATION/CANCELLATION.**

(a) The performance of work under this contract may be terminated in whole or in part, by Buyer in accordance with FAR 52.249-6, "Termination (Cost-Reimbursement)" and Alternate IV thereof, incorporated herein by reference. "Government" and "Contracting Officer" shall mean Buyer and the phrase "1 year" is deleted each place it occurs and "180 days" is substituted. If this contract supports a prime contract with the U.S. Government, settlements and payments under this clause are subject to approval by the Contracting Officer and Settlement Review Board.

(b) By written notice Buyer may cancel the whole or any part of this contract in the event of Seller default of any or all of the requirements of this contract, or in the event of suspension of Seller's business, insolvency of Seller, institution of bankruptcy, liquidation proceedings by or against Seller, appointment of a trustee or receiver for Seller's property or business or any assignment, reorganization or arrangement by Seller for the benefit of creditors.

14. **RESPONSIBILITY FOR PERFORMANCE.** Buyer issuance of this Contract is based in part on Buyer reliance upon Seller's ability, expertise and awareness of the intended use of the Goods, and Seller's continuing compliance with all applicable laws and regulations during the performance of this Contract. Further, Seller shall not, by contract, operation of law, or otherwise, assign any of its rights or interest in this Contract, including but not limited to any right to monies due or to become due, or delegate any of its duties or obligations under this Contract, or subcontract all or substantially all of its performance of this Contract to one or more third parties, without Buyer's prior written consent. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Contract.
15. **NOTICE OF ACTUAL OR ANTICIPATED DELAYS OR DEFICIENCIES.** Whenever Seller has knowledge of any actual or anticipated deficiency or delay in performance for any reason, including an actual or potential labor dispute, Seller shall immediately notify and submit all relevant information to Buyer. If requested by Buyer, Seller shall use additional effort, including premium effort, to correct any deficiency or avoid or minimize delay to the maximum extent possible. All of the cost associated with this additional effort shall be borne by Seller. The rights and remedies of Buyer under this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or elsewhere under the contract.
16. **RECORDS AND AUDIT.** Seller shall maintain complete and accurate books, records, documents and other evidence pertaining to the time worked, costs, expenses and allowances pertaining to this contract (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs (direct and indirect) of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which compensation or reimbursement is claimed under the provisions of this contract. Such records shall be made available to Buyer for examination, reproduction and audit upon request at all reasonable times from the date of contracting until one (1) year after final payment hereunder.
17. **PUBLICITY.** Seller shall not, and shall require that its subcontractors and suppliers of any tier shall not, cause or permit to be released any publicity, advertisement, news release, public announcement, or denial or confirmation of same, in whatever form, regarding any aspect of this Contract or the Goods or program to which they pertain without Buyer's prior written approval. The above restrictions shall not apply to information provided in response to Government requests.
18. **RESPONSIBILITY FOR BUYER-OWNED PROPERTY.** Unless otherwise specified, upon delivery to Seller or manufacture or acquisition by Seller of any materials, parts, tooling, data or other property, title to which is in Buyer, Seller assumes the risk of and shall be responsible for any loss thereof or damage thereto. In accordance with the provisions of this Contract, but in any event upon completion thereof, Seller shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear and except for such property as has been reasonably consumed in the performance of this Contract.
19. **CONFIDENTIAL OR PROPRIETARY INFORMATION AND PROPERTY.** Seller shall keep confidential and otherwise protect from disclosure all information and property obtained from Buyer in connection with this Contract and identified as confidential or proprietary. Unless otherwise expressly authorized herein or by Buyer, Seller shall use such information and property, and the features thereof, only in the performance and for the purpose of this Contract; provided, however, that if the U.S. Government has the right to authorize the use of such information or property, Seller may, to the extent of such right, use such information or property as authorized by the U.S. Government; provided, further, that Seller give Buyer notice of such authorization prior to use and shall indemnify and hold harmless Buyer from all claims, demands, damages or causes of action caused by or in any way arising out of products manufactured by Seller using such information and property and sold by Seller to parties other than Buyer. Upon Buyer's request, and in any event upon the completion, termination or cancellation of this Contract, Seller shall return all such information and property to Buyer or make such other disposition thereof as is directed by Buyer. Seller shall not sell or dispose of as scrap or otherwise any completed or partially completed or defective proprietary property before receiving written authorization from Buyer and before rendering such property unsuitable for use. In all subcontracts and purchase orders issued by Seller for performance of work related to this Contract, Seller shall provide to Buyer the same rights and protection as contained in this clause.

20. **RIGHTS IN INVENTIONS, DISCOVERIES, AND IMPROVEMENTS.** As a part of and in consideration of this contract and without any additional compensation to Seller, Buyer shall be entitled to all rights, title and interest in and to all inventions, discoveries and improvements, whether or not patentable, which are conceived or first reduced to practice by Seller's employees, either alone or with others, relating to any subject matter with which Seller's work for Buyer hereunder is or may be concerned, while such employees are assigned to perform services under this contract and whether or not such inventions, discoveries or improvements are conceived or first reduced to practice during regular working hours. Seller shall disclose or cause its employees to disclose to Buyer promptly and in written detail all such inventions, discoveries and improvements and upon request at the expense of Buyer, Seller shall (i) make application for letters patent in the United States and any foreign countries specified by Buyer, (ii) assign all such applications to Buyer or its designee forthwith and without charge, and (iii) from time to time, upon Buyer request, execute all instruments and render all such assistance as may reasonably be required in order to protect the rights of Buyer or its designee and vest in Buyer or its designee the inventions, applications and letters patent herein provided for. Seller shall obtain agreements to effectuate the purposes of this clause from all employees assigned to perform services under this contract. Copies of such agreements will be furnished to Buyer upon request. This clause shall be of no force or effect if a Government contract number appears on the face of this contract.
21. **REPRODUCTION AND USE RIGHTS.** Buyer shall have the right to duplicate, use and disclose in any manner and for any purpose, and to authorize others so to do, all data, writings, recordings, pictures, drawings and other information and items produced or delivered to Buyer under this contract. If a Government contract number appears on the face of this contract, Buyer's rights under this clause shall be limited to the extent necessary for performance or compliance with such Government contract.
22. **COMPLIANCE WITH LAWS.** Seller shall be responsible for complying with all laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Contract. Seller further agrees (1) to notify Buyer of any obligation under this Contract which is prohibited under any applicable environmental law, at the earliest opportunity but in all events sufficiently in advance of Seller's performance of such obligation so as to enable the identification of alternative methods of performance, and (2) to notify Buyer at the earliest possible opportunity of any aspect of its performance which becomes subject to additional environmental regulation or which Seller reasonably believes will become subject to additional environmental regulation during performance of this Contract.
23. **NON-WAIVER AND PARTIAL INVALIDITY.** Any and all failures, delays or forbearances of either party in insisting upon or enforcing at any time or times any of the provisions of this Contract, or to exercise any rights or remedies under this Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies in those or any other instances; rather, the same shall be and remain in full force and effect. Further, if any provision of this Contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.
24. **GOVERNMENT REQUIREMENTS.** Within Seller's invoice or other form satisfactory to Buyer, Seller shall certify that goods covered by this Contract were produced in compliance with Sections 6, 7 and 12, Fair Labor Standards Act, as amended, and the regulations and orders of the U.S. Department of Labor issued thereunder. The Equal Opportunity clause set forth in FAR 52.222-26 is incorporated herein by reference, except "Contractor" means Seller.
25. **GOVERNING LAW.** This Contract and the performance thereof shall be governed by the laws of the State of Washington, U.S.A.

26. **DISPUTES.** (a) Any dispute or claim which cannot be settled through mutual negotiation of the parties may be presented before any court of competent jurisdiction. Except, that in regard to any claim or dispute that directly relates to or arises out of a Contracting Officer's decision concerning Seller's compliance with the Truth in Negotiations Act or Cost Accounting Standards, the Seller may request, in writing, to the Buyer that such disputes or claim be appealed to the Contracting Officer, Board of Contract Appeals, Federal Court or Appellate Court as may be appropriate. If the Buyer elects not to appeal such decision, the Seller shall have the right to invoke the remedies reserved to the Buyer under the prime contract and under the Contract Disputes Act of 1978 to prosecute an appeal in the name of the Buyer. (b) If prosecution of an appeal by the Seller requires the Buyer to provide a certification in compliance with 41 U.S.C. §605(c)(1), the parties agree that the Buyer may withhold such certification if it has a reasonable basis to believe that the Seller's claim is not made in good faith and is frivolous or constitutes a sham. (c) By filing an appeal, the Seller agrees to indemnify and hold harmless the Buyer from any all claims arising out of or directly related to the appeal including, but not limited to, liability under 41 U.S.C. §604. (d) The Buyer shall notify Seller in writing within ten (10) working days after receipt of any written decision rendered by the Contracting Officer if such decision affects the contract. Thereafter, within thirty (30) days the Buyer shall forward to Seller a copy of the Contracting Officer's decision and shall notify Seller in writing, concerning Buyer's election to appeal the Contracting Officer's decision. (e) All reasonable costs and expenses incurred by Buyer and Seller in prosecuting any appeal initiated by Buyer solely at Seller's request shall be paid by Seller; otherwise each party shall bear its proportionate share of the expenses based upon its respective share of the amount in controversy or such other allocation as the parties may agree is equitable. (f) Pending any decision upon appeal, the Seller shall proceed diligently with performance of this contract.
27. **PRICING OF ADJUSTMENTS.** (Applies only if a Government contract is identified in the contract.) When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this contract, or when the allowability of costs under this contract are to be determined, determination of such costs shall be in accordance with FAR Part 31.
28. **DEFENSE PRIORITY RATING.** (Applies only if a Government contract is identified in the contract.) If a defense priority rating is identified on the face of this contract, this is a rated order certified for national defense use and the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700). Including accepting or rejecting this contract in writing within ten working days after receipt of DO rated or five days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer.
29. **ANTI-KICKBACK PROCEDURES.** (Applies only if a Government contract is identified in the contract.) Seller agrees to abide by the Anti-Kickback Act of 1986 (41 U.S.C. 51 through 58) and FAR 52.203-7, "Anti-Kickback Procedures" which is incorporated herein by reference, except that subparagraph (c)(1) of FAR 52.203-7 shall not apply to Seller, and further that in subparagraphs (c)(2), (c)(3), and (c)(5), the term "Contractor" shall mean Seller, and in subparagraph (c)(4) the term "Prime Contractor" shall mean Buyer and the term "Subcontractor" shall mean Seller. In addition to reporting possible violations of the Anti-Kickback Act to the Government pursuant to 41 U.S.C. §57(c), Seller shall report such possible violations, if related to Buyer, to the Director of Materiel and/or the Division Counsel of the Boeing division or subsidiary issuing this contract. Seller agrees to hold Buyer harmless from, defend Buyer against, and indemnify Buyer for all costs, expenses, and offsets Buyer may incur as a consequence of violations of this clause by Seller or by Seller's subcontractors or suppliers. The rights and obligations set forth in this clause shall survive completion of, final payment under, or termination of, this order.



30. **TRUTH IN NEGOTIATIONS ACT.** (Applies only if a Government contract is identified in the contract.) Seller shall comply with the provisions of FAR 52.215-22 and 52.215-24 which are incorporated herein by reference to the extent such clauses are or become applicable to this contract. In the absence of other instructions, Seller shall submit cost or pricing data for changes which exceed the established threshold consistent with the cost or pricing data instructions applicable to the proposal for this contract. Seller shall reimburse the Buyer any amount by which this contract is determined by the Government to have been overpriced because of Seller's or Seller's subcontractor's failure to comply with such provisions plus any interest, fines or other penalties imposed upon the Buyer as a result of the Seller's or the Seller's subcontractor's defective pricing.
31. **ENTIRE AGREEMENT.** This Contract sets forth the entire agreement, and supersedes any and all other agreements, understandings and communications, between Buyer and Seller and related to the subject matter of this Contract, with the exception of Proprietary Information Agreements, which shall continue in force in accordance with the provisions of such agreements. No amendment or modification of this Contract shall be binding upon either party unless set forth in a written instrument signed by Buyer's Materiel Representative and an authorized representative of the Seller. The rights and remedies afforded to Buyer or Customers pursuant to any provision of this Contract are in addition to any other rights and remedies afforded by any other provisions of this Contract, by law, or otherwise.