

Boeing Shared Services Group
INDEMNIFICATION AND INSURANCE TERMS AND CONDITIONS
(Addendum to Education and Training Terms and Conditions)

1. INTEGRATION WITH EDUCATION AND TRAINING TERMS AND CONDITIONS

The terms and conditions in this addendum are supplemental to Boeing Shared Services Group Education and Training Terms and Conditions.

2. PREMISES INDEMNIFICATION

a. Seller's Indemnity

Seller shall defend, indemnify, and hold harmless Buyer, its subsidiaries, and their respective directors, officers, employees, and agents (hereinafter referred to as "Indemnitees") from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, and damages, of any kind and nature whatsoever (hereinafter referred to as "Premises Claims"), for property damage, bodily injury, or death (including without limitation claims of the employees of Seller or any Subcontractor) and expenses, costs of litigation (including without limitation clerk, paralegal, and expert witness costs), and reasonable attorneys' fees related thereto or incident to establishing the right to indemnification, whether or not specifically awardable under an court rules, arising out of or in any way related to the performance of the Agreement by Seller or any Subcontractor, or their respective employees, including without limitation the provision of services, personnel, facilities, equipment, support, supervision, or review, to the extent such Premises Claims arise from any negligent act or omission or willful misconduct of Seller or any Subcontractor or their respective employees. Seller expressly waives any immunity under industrial insurance, whether arising from Title 51 of the Revised Code of Washington, or any other statute or source, to the extent of the indemnity set forth in this paragraph. In no event shall Seller's obligations hereunder be limited to the extent of any insurance available to or provided by the Seller or any Subcontractor.

b. Subcontractor Indemnification

Seller shall require each Subcontractor to provide an indemnity enforceable by and for the benefit of the Indemnitees to the same extent required of Seller.

3. INSURANCE

a. Commercial General Liability

Throughout the period when work is performed and until final acceptance by Buyer, Seller shall carry and maintain, and ensure that all Subcontractors carry and maintain, Commercial General Liability insurance with available limits of not less than one million dollars (\$1,000,000) per occurrence, for bodily injury and property damage combined. Such insurance shall be in a form and with insurers acceptable to Buyer and shall contain coverage for all premises and operations, broad form property damage, and contractual liability (including without limitation that specifically assumed under paragraph 2.a herein). Such insurance shall not be maintained on a per project basis unless the respective Seller or Subcontractor does not maintain blanket coverage.

b. Automobile Liability

If licensed vehicles will be used in connection with the performance of the Work, Seller shall carry and maintain, and ensure that any Subcontractor who uses a licensed vehicle in connection with the performance of the Work carries and maintains, throughout the period when Work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles whether owned, hired, rented, borrowed, or otherwise, with available limits of liability of not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

c. Workers' Compensation

Seller shall carry and maintain, and ensure that all Subcontractors carry and maintain, insurance in accordance with the applicable laws relating to Workers' Compensation covering all of their respective employees working on or about Buyer premises. If Buyer is required by any applicable law to pay any Workers' Compensation premiums with respect to employee of Seller or any Subcontractor, Seller shall reimburse Buyer for such payment.

d. Certificates of Insurance

Prior to the commencement of the Work, Seller shall provide for Buyer's review and approval Certificates of Insurance reflecting full compliance with the requirements set forth in paragraphs 3.a (Commercial General Liability), 3.b (Automobile Liability), and 3.c (Workers' Compensation) as applicable. Such certificates shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Buyer and shall provide for thirty (30) days advance written notice to Buyer in the event of cancellation. Failure of Seller or any Subcontractor thereof to furnish Certificates of Insurance, or to procure and maintain the insurance required herein, or failure of Buyer to request such certificates, endorsements, or other proof of coverage shall not constitute a waiver of the respective Seller's or Subcontractor's obligations hereunder.

e. Self-Assumption

Any self-insured retention, deductibles, and exclusions in coverage in the policies required under Article 3 shall be assumed by, for the account of, and at the sole risk of Seller or the Subcontractor that provides the insurance, and to the extent applicable shall be paid by such Seller or Subcontractor. In no event shall the liability of Seller or any Subcontractor be limited to the extent of any of the minimum limits of insurance required under Article 3.