The Boeing Company

ISC General Master Services Agreement

**[INSTRUCTIONS FOR COMPLETION BEFORE SENDING TO SUPPLIER FOR THEIR REVIEW: – please** **(1) fill in all the information highlighted in yellow,** **(2) delete the square brackets and (****3) remove the yellow highlighting;** **(****4) delete all draft notes.**

**Some information, e.g. Supplier name, place of incorporation, registered office and contact details will need to be completed by Supplier – it’s fine to leave this blank and highlighted and get them to complete it. If you have any questions, please submit an intake form to contact C&RM or Law.]**

Effective **[**Month**]** **[**\_\_**]**, 20**[**\_\_**]** (the “**Effective Date**”), The Boeing Company, a Delaware corporation, and any of its Affiliates that enters into an SOW (as defined below) hereunder (collectively, “**Boeing**” or “**Buyer**”), and **[**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**]**, a **[**insert entity type and citizenship**]** (“**Supplier**”), in consideration of the mutual agreements and covenants contained herein, agree as follows:

# Definitions.

## “**Affiliate**” means, with respect to a party, any entity that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with that party.

## “**Agreement**” means the terms and conditions of this document and its appendices, exhibits, and attachments, together with all SOWs (as defined below)..

## “**Applicable Laws**” means all federal, state, local, international and foreign laws, rules, regulations, directives, orders and ordinances relating to, or in any way governing, the Services, Supplier’s business, Supplier’s performance of the Services, or Buyer’s receipt and use of the Services.

## “**Background IP**” means all Intellectual Property owned, created or discovered by a party (a) before starting the Services under an SOW; or (b) independent of the Services under an SOW and without the other party’s Proprietary Information.

## “**Boeing Code**” means Boeing’s Supplier Code of Conduct, which may be downloaded at https://www.boeingsuppliers.com/content/dam/boeing/boeingsuppliers/boeing-suppliers/common/Boeing\_Supplier\_Code\_of\_Conduct.pdf (or successor site).

## “**Boeing Data**” means any and all information, data, materials, works, expressions or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of Boeing, whether relating to Boeing or any of Boeing’s customers or suppliers, for Processing by or related to the Services, (b) collected, downloaded or otherwise received by Supplier relating to Boeing or any Boeing customer or supplier pursuant to this Agreement or any SOW, or at the written request or instruction of Boeing, or (c) accessed by Supplier via the Boeing Systems. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any Boeing Data are themselves also Boeing Data. For the avoidance of doubt, Boeing Data includes all Restricted Information relating to any Boeing Personnel, but does not include any of Supplier’s Background IP.

## “**Boeing Systems**” means any electronic information systems operated by or on behalf of Boeing, including, but not limited to, facilities, network equipment, telecommunications systems, software, applications, files, and data.

## “**Boeing’s Authorized Procurement Representative**” means the representative of the Boeing Indirect Supply Chain Supplier Management department who is identified in a SOW and is authorized by Boeing to act on behalf of Boeing in business transactions with Supplier, which may be changed from time to time by Boeing.

## “**Buyer**” or “**Boeing**” means, individually and collectively, The Boeing Company and its divisions and Affiliates.

## “**Change of Control**” means any one or more of the following:

### a sale, conveyance, transfer, distribution, lease, assignment, license or other disposition of all or substantially all of the assets of Supplier or its controlling Affiliate(s);

### any consolidation or merger of Supplier or its controlling Affiliate(s), any dissolution of Supplier or its controlling Affiliate(s), or any reorganization of one or more of Supplier or its controlling Affiliate(s); or

### any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, “securities”) of Supplier or its controlling Affiliate(s) in which the holders of all of the securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Supplier or its controlling Affiliate(s) immediately prior to such transaction(s) hold fewer than 50% of the securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s).

## “**Claims**” means any action, cause of action, suit, or other claim brought by a third party including any agency or instrumentality of any government and any civil, criminal, administrative, or investigative action or proceeding commenced or threatened by a third party.

## **“Control**” (including “**Controlled**” and other forms) of an entity means: (i) either (A) beneficial ownership (whether direct, or indirect through controlled entities or other means) of more than 50% of the outstanding voting securities of that entity or (B) in the case of an entity that has no outstanding voting securities, having the right to more than 50% of the profits of the entity, or having the right in the event of dissolution to more than 50% of the assets of the entity; or (ii) having the contractual power presently to designate more than 50% of the directors of a corporation, or in the case of unincorporated entities, of individuals exercising similar functions. (By way of example only, a company has indirect Control of a wholly owned subsidiary of its wholly owned subsidiary).

## “**Deliverables**” means Supplier’s work product, including reports and other related deliverables, created under a SOW.

## “**Developed IP**” means any Intellectual Property (other than Supplier’s Background IP) created or discovered by or on behalf of Supplier or Supplier Personnel, or Boeing or Boeing Personnel, in connection with this Agreement.

## “**Discloser**” means the party that discloses Proprietary Information to the other party or the other party’s Personnel under this Agreement, or whose Proprietary Information is otherwise exposed to the other party or that other party’s Personnel.

## “**Force Majeure Event**” means an unforeseeable cause beyond a party’s reasonable control, such as a fire, flood, earthquake, elements of nature, an act of God or the public enemy, war, civil disturbance, acts of government in its sovereign or contractual capacity, labor dispute, embargo, epidemic, quarantine or other similar events.

## “**Indemnities**” means Buyer and its Affiliates, and their respective directors, officers, employees, contractors, and agents.

## **“Initial Term”** means the period beginning on the Effective Date and ending on the later of [\_\_\_\_\_\_\_\_\_\_] or so long as a SOW is in effect and has not been completed, unless this Agreement is earlier terminated in accordance with the terms hereof or by the mutual written consent of the parties.

## “**Intellectual Property**” or “**IP**” means all ideas, designs, processes, works of authorship, inventions, discoveries, know-how and other items protectable by an Intellectual Property Right.

## “**Intellectual Property Right(s)**” means all rights of the following types, under the laws of any jurisdiction in the world: (i) copyrights and moral rights; (ii) trademark rights, trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial design property rights; (v) other similar proprietary rights; and (vi) rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, continuations and reissues of, and applications for, any of the rights referred to in clauses (i) through (v) above.

## “**Loss**” and collectively “**Losses**” means all losses, liabilities, judgments, liens, awards, assessments, damages, payments, fines and penalties (including taxes and all related interest and penalties incurred directly with respect thereto), and all related costs, expenses and other charges (including all reasonable attorneys’ fees related thereto or incident to establishing the right to indemnification or damages and reasonable costs of investigation, litigation, settlement, judgment, interest and penalties, whether or not specifically awardable under any court rules).

## “**Personal Data**” and “**Personal Information**” have the meaning set forth in the Data Processing Agreement (“**DPA**”),

## “**Personnel**” means all of a party’s employees, contractors, and agents, and with respect to Supplier, includes the employees, contractors, subcontractors and agents of any of its Affiliates or subcontractors utilized in the performance of the Services or creation of Deliverables, and with respect to Boeing, includes Boeing’s Affiliates’ employees, contractors, and agents.

## “**Process**” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. “**Processing**” and “**Processed**” have correlative meanings.

## “**Proprietary Information**” means all data and other information, whether accessed electronically or otherwise, of a confidential or proprietary nature of the Discloser, including any trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs in source code form, beta versions, algorithms, methods, ideas, “know how” and other technical information, sales and marketing research, materials, plans, projects and other business information, accounting and financial information, information concerning the products, services and business of the Discloser and information concerning third-party suppliers or customers of Discloser, at any time furnished by the Discloser to the Recipient, or to which the Recipient is otherwise exposed, during the Term.

## “**Recipient**” means the party that receives, or whose Personnel receives, Proprietary Information from or on behalf of the Discloser, or is, or whose Personnel is, otherwise exposed to Discloser’s Proprietary Information.

## “**Restricted Information**” means any information that any of the Supplier Personnel collects, receives or obtains, from or on behalf of Buyer, or Buyer’s directors, officers, agents, suppliers, contractors, investors or customers which is Sensitive Information, Personal Information, “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d), or Personal Data, or other data associated with individual persons and protected by any Applicable Law, and all rules and regulations issued under any of the foregoing.

## **“Renewal Term”** means [\_\_\_] year periods during which the term of this Agreement is renewed.

## “**Sensitive Information**” has the meaning set forth in the Terms of Use.

## “**Services**” means all tasks, actions, obligations and services, including those described or identified in an applicable SOW, and any services, functions or responsibilities not specifically described in a SOW that are an inherent, necessary or customary part thereof or are otherwise required for proper performance hereunder. To the extent applicable, Services also include all Deliverables, software, and other items provided by Supplier to Buyer under this Agreement.

## “**Supplier Systems**” means information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Supplier or its Personnel to provide the Services, access the Boeing Systems, or otherwise in connection with the Services.

## “**Statement of Work**” or “**SOW**”means a document specifying the Services and Deliverables under this Agreement, attached as **Exhibit A** (SOW), or any other statement of work subsequently signed by the parties specifically under this Agreement. Each fully-signed SOW when executed by the parties, is part of this Agreement.

## “**Tax(es)**” means all applicable current and future excise, sales, value-added, use, personal property, and, excise, except for taxes based on Supplier’s net income, personal and real property, and assets.

## **“Term”** means, collectively, the Initial Term and all Renewal Terms (if any).

## “**Terms of Use**” means the Boeing Terms of Use and Cybersecurity Supplement located in SP5 at https://www.boeingsuppliers.com/become/terms, as may be updated from time to time, or any successor document thereto.

# Services and Deliverables.

## Definition. “**Inspection Period**” means a **10-business day** period following Boeing’s receipt of the applicable Services or Deliverables.

## Delivery. Supplier will provide Services and Deliverables as specified in applicable SOWs.

## Inspection; Rejection.

### Supplier will not issue its invoice until after the Inspection Period.

### If the Services or Deliverables do not meet the Agreement’s or SOW’s specifications, warranties or criteria, Boeing’s Authorized Procurement Representative may reject the non-conforming Services or Deliverables within the Inspection Period.

### After the Inspection Period, Supplier may issue an invoice, and Boeing will pay for Services or Deliverables not rejected under subsection (b). Invoicing and payments are subject to Section 3 (Payment). This subsection governs Supplier’s right to issue (and Boeing’s obligation to pay) invoices, but does not limit Boeing’s right to require correction of Services or Deliverables if it discovers non-conformities after the Inspection Period.

### If Boeing rejects the Services or Deliverables during the Inspection Period (or discovers non-conformities after the Inspection Period but prior to the expiration of the applicable warranty period), Boeing will provide a written explanation and may:

#### require Supplier to correct any nonconforming item at no cost to Boeing, under agreed deadlines, and subject to further Inspection Period(s); or

#### correct the nonconforming item itself or through a third party and charge Supplier for Boeing’s reasonable correction costs.

# Payment.

## Criteria. Boeing will pay Supplier the undisputed amounts specified in each SOW for Services and Deliverables that meet this Agreement’s specifications, warranties, and other criteria and that are not rejected pursuant to Section 2.

## Invoices.

### Unless otherwise specified in any SOW, Supplier will invoice Boeing for all Services monthly in arrears and Boeing will pay Supplier within 120 days after Boeing receives a correct invoice in accordance with Sections 2.3 (Inspection; Rejection) and 3.2 (Invoices); any other payment term specified in an SOW will be applicable solely to that SOW. Boeing will process payments due hereunder on the next payment system run following the computed payment due date. Payment will be deemed to have been made on the date Boeing’s check is mailed or payment is otherwise tendered.

### Unless otherwise specified in any SOW, payment will be subject to Boeing’s standard payment process as set forth at: https://www.boeingsuppliers.com/become/terms any other payment term specified in an SOW will be applicable solely to that SOW.

### Except for amounts invoiced under Section 11.4(b), Supplier waives charges and fees that are not invoiced within 90 calendar days after the end of the calendar year in which the charges were incurred.

## Expenses.

### Boeing will reimburse approved expenses up to the amounts specified in the applicable SOW.

### Expenses will only be approved if they are:

#### actual, reasonable, and necessary (without mark-ups or commissions);

#### approved in advance and in writing by Boeing’s Authorized Procurement Representative listed on the applicable SOW; and

#### accompanied by receipts and other documentation that Boeing may request establishing the type, date, amount, payment, and purpose for such expenses.

## Taxes. Unless this Agreement specifies otherwise, the price of this Agreement includes, and Supplier is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this Agreement except for applicable sales and use taxes that are separately stated on Supplier’s invoice. Prices shall not include any taxes, impositions, charges or exactions for which Boeing has furnished a valid exemption certificate or other evidence of exemption.  Boeing will only be required to pay value-added tax on receipt of a valid value-added-tax invoice that meets all of the relevant tax authority’s requirements (to allow Boeing to obtain relief from such tax if such relief procedure is available).

## Bank Charges. The party receiving payment will be responsible for bank charges assessed by the recipient’s bank.

# Intellectual Property and Deliverables.

## Background IP. Except for the license rights under Section 5 (Licenses), neither party will own or acquire any right, title, or interest under this Agreement to the other party’s Background IP.

## Ownership of Boeing Data. Buyer may, but is not required to, provide Boeing Data to Supplier in connection with this Agreement. As between Buyer and Supplier, Buyer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Boeing Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 5.1(b) below.

## Third Party Materials. Supplier will not incorporate any third party’s proprietary information or software or any open source materials (“**Third Party Materials**”) into any Deliverable without Boeing’s prior written approval of: (i) such incorporation; and (ii) any applicable license terms.

## Developed IP; Deliverables. Subject to Supplier’s Intellectual Property Rights in any of its Background IP incorporated in any Deliverables (and applicable third parties’ Intellectual Property Rights in Third Party Materials):

### Boeing owns all Deliverables and any Developed IP.

### The Deliverables and Developed IP are works made for hire to the extent permitted by applicable law, and Boeing owns and retains all Intellectual Property Rights in the Deliverables and Developed IP.

### If any of the Deliverables or Developed IP do not qualify as works made for hire, Supplier hereby assigns and will assign to Boeing all: (i) right, title, and interest therein and thereto; and (ii) all Intellectual Property Rights therein and thereto.

### If requested by Boeing, Supplier will timely perform all acts reasonably necessary to accomplish the assignments and other transactions specified in this Agreement.

### Supplier will not assert, and otherwise waives, any moral rights in the Deliverables and Developed IP and assigns to Boeing any moral rights in the Deliverables and Developed IP.

# Licenses.

## Boeing Background IP and Developed IP; Boeing Data.

### IP License Grant. If Boeing provides Supplier with any Boeing Background IP under this Agreement or requires Supplier to use the Developed IP to provide Boeing with the Services, then subject to this Agreement, Boeing grants to Supplier a limited, non-exclusive, non-transferable, royalty-free, worldwide license (with the right to sublicense only to its delegates and subcontractors authorized by Boeing under Section 16) to do the following, solely for the purpose of, and only to the extent needed for, performing the Services:

#### reproduce, prepare derivative works of, internally display, and internally perform the Boeing Background IP;

#### reproduce, distribute, prepare derivative works of, publicly display, publicly perform, and otherwise use the Developed IP;

#### make, use, and import the Boeing Background IP and Developed IP; and

#### use brand features provided by Boeing under this Agreement, subject to (i) any restrictions specified in an SOW or by the Boeing Authorized Procurement Representative or (ii) if there are no restrictions specified under subsection (i), the Boeing Brand Features Guidelines that Boeing may provide to Supplier.

### Limited Data License Grant. If Buyer provides Supplier with any Boeing Data under this Agreement, Buyer grants Supplier a limited, royalty-free, fully-paid up, non-exclusive, non-transferable, and non-sublicensable license to Process Boeing Data in the United States strictly as instructed by Buyer and solely as necessary to provide the Services for Buyer’s benefit or comply with Supplier’s duties as provided in this Agreement during the Term (or such longer period as is strictly necessary for Supplier to comply with its duties under this Agreement). Except for the limited license expressly provided in the preceding sentence, nothing contained in this Agreement may be construed to grant Supplier or any third party any right, title, or interest in or to any Boeing Data.

### Termination. The licenses Boeing grants under Section 5.1 (Boeing Background IP and Developed IP; Boeing Data) will terminate immediately when the applicable SOW or this Agreement terminates.

## Supplier Background IP. If Supplier includes any Supplier Background IP in any Deliverables or Developed IP, Supplier grants to Boeing a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license (with the right to sublicense) to do the following:

### reproduce, distribute, prepare derivative works of, publicly display, publicly perform and otherwise use the Supplier Background IP provided in connection with the Deliverables and Developed IP and otherwise to perform under this Agreement; and

### make, use, sell, offer for sale, import, export any component of, and otherwise dispose of the Supplier Background IP provided in connection with the Deliverables and Developed IP.

# Confidentiality and Data Protection.

## Obligations.

### Except as otherwise expressly permitted by this Agreement, or in writing by an authorized representative of the Discloser, the Recipient (i) must maintain the Discloser’s Proprietary Information in strict confidence, using at least the same degree of care as Recipient uses to protect its own Proprietary Information, but no less than a reasonable degree of care, and (ii) must not use the Proprietary Information for any purpose other than the purposes contemplated under this Agreement.

### Subject to the provisions of this Section 6, information will be considered Proprietary Information: (i) if marked as such; (ii) if the Discloser orally or in writing has advised the Recipient of the confidential nature of the information; or (iii) if, due to its character or nature, a reasonable person in a like position and under like circumstances would understand it to be confidential. Irrespective of the foregoing requirements, all Deliverables, Boeing Background IP, Boeing Data, and Restricted Information are Boeing’s Proprietary Information.

### Recipient will cooperate with and assist Discloser in identifying and preventing the unauthorized use, copying or disclosure of all Discloser’s Proprietary Information. Without limiting the foregoing, except as otherwise expressly permitted herein: (i) the Recipient will disclose the Discloser’s Proprietary Information only to those of Recipient’s Personnel, suppliers, or other agents who have a need to know that Proprietary Information for the purposes expressly permitted herein, and only after such person or entity has agreed in writing to, or is otherwise legally bound by, duties to protect Discloser’s Proprietary Information and non-use covenants that are substantially similar to those in this Agreement; (ii) the Recipient will not copy or authorize the copying of any such Proprietary Information, except as required for the purposes expressly permitted herein or otherwise authorized by the Discloser in writing; and (iii) any copy of any such Proprietary Information that is made or authorized by the Recipient will contain all copyright, confidentiality or other proprietary notices contained on or in that Proprietary Information, as when obtained by Recipient. Additionally, Boeing has the right to use Supplier’s Proprietary Information for any internal purpose. Irrespective of the foregoing, Boeing may also, at any time use, reformat, copy or disclose Supplier’s Proprietary Information to: (A) fulfill Boeing’s obligations or exercise Boeing’s rights under this Agreement, other contracts with Supplier, and Boeing’s governmental contracts to which Supplier’s Proprietary Information is applicable, if any; (B) test, certify, use, sell or support Services or Deliverables delivered under this Agreement, or Boeing’s product containing any such Deliverables; (C) evaluate Supplier products and proposals, develop solicitations for Supplier products or services and develop interfaces or parameters for Boeing products; (D) perform or obtain data analysis or risk mitigation; (E) obtain data storage, hosting and other outsourced services; and (F) ensure regulatory or legal compliance. Any such disclosure by Boeing will, when appropriate, include a suitable restrictive legend.

### The obligations set forth above do not apply to Proprietary Information that is both not Restricted Information and one of the following: (i) through no wrongful act of the Recipient, at the time of its disclosure is, or later becomes, available to the general public; (ii) by documentation is demonstrated as being, or is demonstrated as having been, lawfully and independently developed by Recipient without breach of this Agreement; or (ii) is rightfully received by Recipient from a third party without a duty of confidentiality.

### If Recipient becomes legally compelled (by deposition, interrogatory, subpoena, civil investigative demand or similar process or applicable securities laws) to disclose any Proprietary Information, then Recipient must provide Discloser with prompt prior notice of that requirement so that Discloser may seek a protective order or other appropriate remedy. If that protective order or other remedy is not obtained, or if Discloser waives in writing compliance with the terms hereof, then Recipient may furnish only that portion of the information that Recipient is advised by written opinion of counsel is legally required; and Recipient must use reasonable efforts to obtain confidential treatment of such information.

## Precedence over Non-Disclosure Agreement. In the event of a conflict or inconsistency between any non-disclosure agreement between the parties and this Agreement, the provisions in this Agreement will control.

## No Rights. Except for the limited use rights expressly granted under this Agreement, neither party acquires any right, title, or interest in the other party’s Proprietary Information.

## No Publicity. Supplier must not use Boeing’s name or trademarks in any news release, public announcement, advertisement, or other form of publicity, or disclose any of the terms of this Agreement to any third party without securing Boeing’s prior written consent.

## Data Privacy Laws. In Section 6.7, “Data Privacy Laws” means all Applicable Laws that apply to the Processing of Personal Data.

## Non-Sensitive Personal Data. If the Processing of Personal Data is not contemplated under this Agreement, other than Personal Data associated with business contact details and other non-sensitive Personal Data necessary for both parties to execute the applicable SOW, when Processing such non-sensitive Personal Data under this Agreement, the SOW, or as part of the performance of the Services, Supplier must ensure the appropriate security measures are implemented to protect the non-sensitive Personal Data. Additionally, Supplier shall comply with all applicable Data PrivacyLaws.

## Personal Data. If Supplier is Processing any Personal Data, during the Term of this Agreement beyond the non-sensitive Personal Data contemplated in Section 6.6, then Supplier shall (and must cause all Supplier Personnel to) comply with the Data Processing Agreement terms (“**DPA**”) set forth at https://www.boeingsuppliers.com/become/terms, as may be updated from time to time, or any successor document thereto, which is incorporated by reference. The DPA will apply in lieu of Section 6.7 to specifically address the responsibilities and controls associated with the Processing of all Personal Data. If there is a conflict between the terms of this Agreement and the terms of DPA, the provisions that provide the greatest protection to Boeing Data Information will control.

## Cybersecurity. If Supplier has access to any Boeing Systems, or is storing any Boeing Data on Supplier Systems, Supplier and Supplier Personnel must comply with the Terms of Use which is incorporated by reference. In addition to any other rights and obligations set forth in any relevant agreement, Supplier acknowledges that any information accessed through the electronic information systems operated by or on behalf of Boeing, whether or not marked as “proprietary” or equivalent, will be Boeing Data and shall be considered as proprietary to Boeing, confidential and shall be protected in accordance with the terms of this Agreement.

## Return or Destruction of Boeing Data. Upon request by Boeing at any time, Supplier will: (A) promptly provide to Boeing, in the format and on the media requested by Boeing (or such other format and media as agreed by the parties), a copy of all or any part of the Boeing Data; (B) promptly return to Boeing, in the format and on the media requested by Boeing (or such other format and media as agreed by the parties), all or any part of the Boeing Data; and (C) erase or destroy all or any part of the Boeing Data in Supplier’s possession or control, in each case to the extent so requested by Boeing.

## Prohibited Uses of Boeing Data. Supplier must ensure that neither Supplier, its Affiliates, and of their respective Personnel, nor any third party (A) utilizes the Supplier Systems or any other technology or systems to train any artificial intelligence, large language models, machine learning algorithms, or any similar, equivalent, or successor technologies, with any Boeing Data or (B) sells, licenses, or otherwise commercializes any Boeing Data.

## Assignment to Competitors. With respect to any Supplier Personnel who has or may have access to Boeing Proprietary Information, Supplier will not assign that Supplier Personnel to the account of any competitor of Boeing without Boeing’s prior consent while that Supplier Personnel is providing Services to Boeing and for 1 year after that Supplier Personnel ceases to provide Services to Boeing.

# Independent Contractor.

## Supplier is an independent contractor and not a Boeing employee.

## Supplier will not be entitled to any compensation, stock, options, or other rights or benefits provided to Boeing employees, waives any right to them, and promises never to claim them. Boeing reserves the right to obtain (or to request Supplier to obtain) a similar assurance from any person Supplier engages to provide Services.

## Supplier will comply with all applicable tax laws, including tax withholding requirements.

# Representations, Warranties, and Covenants.

## Supplier represents, warrants, and covenants, as applicable, that:

### License Rights. Supplier has and will retain all necessary rights to grant the licenses in this Agreement and provide the Services and Deliverables to Boeing, including all necessary rights and licenses to use approved Third Party Materials (if any) in the Deliverables at no greater cost to Boeing than specified in an applicable SOW.

### Quality. The Services will be of professional quality and performed in a workmanlike manner consistently in compliance with Applicable Law, the terms of this Agreement, and generally-accepted industry standards.

### No Conflicts. There are no actual or potential conflicts of interest concerning the Services.

### No Breaches of Third-Party Confidentiality. This Agreement does not require Supplier or its Personnel to breach any confidentiality or proprietary information obligation to a third party. In performing the Services, Supplier will not use or bring to Boeing any third party’s confidential or proprietary information unless Supplier obtains the third party’s and Boeing’s prior written consent.

### Compliance with Laws. Under this Agreement, Supplier will, and will cause all Supplier Personnel to, comply with all Applicable Laws, including the following:

#### Supplier will comply with all relevant export laws and regulations and will not have citizens of countries to which the United States government prohibits export of software and related technology provide Services involving such materials.

#### Supplier will comply with all applicable commercial and public anti-bribery laws (“**Anti-Bribery Laws**”), including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. “**Government officials**” include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, Supplier will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. Supplier will use commercially reasonable and good faith efforts to comply with Boeing’s due diligence process, including providing requested information.

#### Upon Boeing’s request, Supplier shall: (i) provide evidence of compliance with all Applicable Laws; cooperate with any Boeing request relating to verification of Supplier’s suspected or potential non-compliance with all Applicable Laws; and (iii) provide reasonable support to Boeing in relation to Boeing’s compliance with Applicable Laws under this Agreement.

## Compliance with Environmental Health and Safety Procedures. When providing Services on any site owned or operated by Boeing, Supplier will ensure that all Supplier Personnel comply with [SP4 - On-Site Environment, Health and Safety](https://www.boeingsuppliers.com/idscommon/clauses/SPX/SP4_2022-30-06.pdf) Supplemental Provisions located in SP4 at https://www.boeingsuppliers.com/become/terms, as may be updated from time to time, or any successor document thereto, and Boeing’s environmental, health, and safety procedures and management system, including any applicable on-site supplier manuals. Supplier 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 Agreement. Boeing expects that Supplier’s EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Supplier will convey the requirement of this clause to its suppliers.

## Ethics and Compliance. Supplier acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Agreement. Boeing strongly encourages Supplier to model its program in accordance with the Federal Sentencing Guidelines, applicable guidance from enforcement authorities, and industry best practices. Supplier shall publicize to its employees who are engaged in the performance of work under the Agreement that they may report any concerns of misconduct by Boeing or any of its employees or agents by going to <https://integritycounts.ca/org/boeingweb>. Supplier must convey the substance of this clause to its suppliers.

## Supplier Code of Conduct. Boeing 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 the Boeing Code setting out in detail the measures it takes to ensure this commitment is fulfilled. Supplier shall: (i) adopt and enforce concepts, values, and behaviors consistent with those embodied in the Boeing Code and; and (ii) include the substance of this provision, including this flowdown requirement, in all subcontracts awarded by Supplier for work under this Agreement. If, in relation to this Agreement, Supplier becomes aware of any actual or potential breach of the Boeing Code in Supplier’s business, operations or supply chain, Supplier shall: (i) inform Boeing immediately via the reporting channel; and (ii) cooperate fully with Boeing to investigate such breach.

## Conflict Minerals. Supplier must, no later than 30 days following each calendar year in which Supplier has delivered any physical goods to Buyer, under this Agreement or otherwise, complete and provide to Buyer a single and comprehensive Conflict Minerals Reporting Template, using the form found at https://www.boeingsuppliers.com/supplier-principles#compliance. Supplier will perform appropriate due diligence on its supply chain in order to fulfill the reporting obligations of this section.

# Defense and Indemnity.

## Supplier Defense. Supplier will defend each Boeing Indemnitee against all Claims to the extent arising from:

### an allegation that the Services or Deliverables or the use thereof by Buyer or Supplier infringes, misappropriates or otherwise violates any third party’s Intellectual Property Rights;

### Supplier’s or its Personnel’s breach of this Agreement, negligence, willful misconduct, fraud, intentional misrepresentation, or violation of Applicable Law;

### any property damage, personal injury, or death related to Supplier’s or its Personnel’s performance of the Services at any Boeing facility or property;

### compensation, stock, options, or other rights or benefits provided to Boeing employees claimed by any Supplier Personnel (each such Claim a “**Supplier Indemnifiable Claim**”).

## Supplier Indemnity. Supplier will indemnify and hold harmless each Boeing Indemnitee against all Losses arising from any Supplier Indemnifiable Claim EXCEPT to the extent any such Loss is found to have been caused by Boeing’s or Boeing’s Personnel’s breach of this Agreement or any Boeing Indemnitee’s negligence, willful misconduct, or failure to comply with any law or regulation applicable to that Boeing Indemnitee. Supplier’s duty to defend under this section is separate and distinct from Supplier’s duty to indemnify under this section.

## Conditions to IP Indemnity. Without limiting Supplier’s other obligations under this Agreement, if either party reasonably believes the Deliverables or Services (or the use of the Deliverables or Services by Buyer) infringes, misappropriates, or otherwise violates any third party’s Intellectual Property Rights, Supplier will, at Buyer’s option and at Supplier’s expense: (A) obtain for Buyer the right to continue to exercise the rights and licenses granted to Buyer under this Agreement to the full extent contemplated by this Agreement; (B) substitute the allegedly infringing component for an equivalent non-infringing component acceptable to Buyer; or (C) modify the Services and Deliverables to make them non-infringing, without degrading the performance or quality of the Services and Deliverables or adversely affecting Buyer’s intended use. If (A), (B), or (C) is not obtainable on commercially reasonable terms, Buyer may terminate this Agreement or any applicable SOW, effective immediately, by notice to Supplier. In the event of a termination of this Agreement pursuant to this Section 9.3, Supplier will promptly refund to Buyer all fees for the Services or Deliverables attributable to the termination of this Agreement or applicable SOW.

## Process. Supplier’s indemnification obligations hereunder will, with respect to a given Indemnifiable Claim, be subject to the Indemnitee seeking defense or indemnification by: (A) providing prompt notice of the existence of the Supplier Indemnifiable Claim to Supplier, provided that any delay in notification will not relieve the Supplier of its obligations except and solely to the extent that such delay materially impairs the Supplier’s ability to defend that Supplier Indemnifiable Claim; (B) reasonably cooperating with the Supplier with respect to the defense and settlement of the Supplier Indemnifiable Claim; and (C) permitting the Supplier to participate in and control the defense and settlement of the Supplier Indemnifiable Claim. The Supplier must not settle any Supplier Indemnifiable Claim without Buyer’s prior written consent if that settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of any Boeing Indemnitee, or otherwise requires any Boeing Indemnitee to take or refrain from taking any material action (such as the payment of fees or other amounts), such consent not to be unreasonably withheld or delayed. Irrespective of anything in this paragraph to the contrary, if, in Boeing’s reasonable judgment, a conflict exists between the interests of Boeing and Supplier in any Supplier Indemnifiable Claim, Boeing may retain its own counsel and control the defense of that Supplier Indemnifiable Claim.

## Notwithstanding anything herein to the contrary, Buyer may, without tendering the defense or settlement of the Supplier Indemnifiable Claim to Supplier and without waiving its right to indemnification obligations under this Section 9, control the defense of, settle and pay any Supplier Indemnifiable Claim for which Boeing is a named defendant and that: (A) involves or includes or is based on an allegation that Boeing has not complied with any law; or (B) is asserted by any agency with regulatory authority over Boeing (each such Supplier Indemnifiable Claim a “**Buyer Prerogative Claim**”). Supplier will not be entitled to take control of the defense and investigation of any Buyer Prerogative Claim, nor to engage attorneys of its sole choice to handle and defend any Buyer Prerogative Claim.

## The Indemnifying Party’s obligations hereunder will not be limited to the extent of any insurance available to or provided by the Indemnifying Party or any subcontractor. Indemnifying Party expressly waives any immunity under industrial insurance, whether arising from Title 51.04.010 et seq. of the Revised Code of Washington or any other statute or source, to the extent of the defense and indemnity set forth in this Section.

## Supplier will promptly repair or replace any property on Boeing’s premises damaged by Supplier or its Personnel.

# [Left Blank Intentionally.]

# Term and Termination.

## Term. This Agreement will start on the Effective Date and continue unless terminated as specified below.

## Termination for Breach. Either party may terminate an SOW or this Agreement on written notice if the other party is in material breach of such SOW or this Agreement and fails to cure that breach within 30 days after receiving written notice from the first party identifying the breach.

## Termination for Convenience. Boeing may terminate any SOW or this Agreement at any time on notice to Supplier, subject to Section 11.4(b).

## Effects of Termination.

### Unless otherwise specified in the termination notice, termination is effective immediately and Supplier will stop work on all applicable SOWs immediately on receipt of the termination notice. Termination of this Agreement terminates all outstanding SOWs. Upon the termination of this Agreement or any SOW, Supplier shall return or destroy (with written certification) Buyer’s Proprietary Information in its possession or control.

### Boeing will pay for Services and Deliverables invoiced prior to the date of termination. However, if Boeing terminates for convenience, Supplier may also invoice Boeing within ninety (90) days after the effective date of termination for any Deliverables and work-in-progress not yet invoiced at a pro-rated price based on the percentage of work completed prior to the termination date. On the effective date of termination, Supplier will immediately deliver all such Deliverables and work-in-progress to Boeing in accordance with the terms of this Agreement.

### Sections 1, 4, 5, 6, 7, 8, 9, 11.4, 12, 13, and 14 will survive any termination of this Agreement.

# Records and Audit.

Boeing may examine the Deliverables and work-in-progress at any time. Within 30 days of receipt of a request, Supplier must provide financial data as requested to Buyer for credit and financial condition reviews by Buyer’s Enterprise Credit Risk office. For at least 7 years after final payment under each SOW, Supplier will maintain complete and accurate records relating to this Agreement and any SOW. During the Agreement term, and for one year after the Agreement terminates, on reasonable notice to Supplier, not more than one time in any 12-month period (unless Buyer is aware of, or suspects, that Supplier is in material breach of this Agreement), at its sole expense and during normal working hours, Boeing may audit Supplier’s relevant records to confirm Supplier’s compliance with this Agreement. Boeing (or Boeing’s auditor) will only have access to those records reasonably necessary to confirm such compliance. Supplier will repay Boeing any overcharged amounts by, at Boeing’s option, either: (A) promptly issuing a credit to Boeing; or (B) issuing a refund to Boeing within 30 days of Boeing’s invoice date, in each case along with the greater of 1.5% interest per month or the maximum interest permitted to be charged under Applicable Law, accrued from the date the payment was incorrectly invoiced. Supplier will reimburse Boeing for all reasonable audit costs if the average price discrepancy over all audited invoices exceeds 3%.

# SUPPLIER FINANCIAL REVIEW

## Supplier shall provide financial data as specified below, on a quarterly basis, or as requested, to Buyer for credit and financial condition reviews by Boeing’s Enterprise Credit Risk office. If Supplier itself is publicly traded (not a subsidiary of a publicly-traded company) and is required to file reports with the Securities and Exchange Commission (“SEC”), Buyer shall obtain Supplier financial data from information made available to the general public via 10-K and 10-Q reporting requirements. In the event that Supplier does not submit financial statements to the SEC or is no longer required to do so during the term of this Agreement, Supplier shall provide financial data on a quarterly basis to Buyer. Such financial data shall include balance sheets, schedule of accounts payable and receivable, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of such data are to be made available within seventy-two (72) hours of any written request by Boeing. All such information shall be treated as confidential.

## This provision shall not apply if Supplier is a nonprofit education or research institution associated with state or provincial universities, an agency of the United States government or of state governments, an entity that is at least fifty percent (50%) directly owned by Boeing, or an individual providing Services when the individual is the sole employee (inclusive of subcontractors) of Supplier.

# GOVERNMENT OR OTHER CUSTOMER CLAUSES

## Government or other Boeing customer clauses applicable to this Agreement from Boeing’s contract with its customers, if any, are incorporated elsewhere in this Agreement either by attachment or by some other means of reference.

## In addition, the clauses below are incorporated by reference, as if fully set forth herein, from the Federal Acquisition Regulation (“FAR”) and/or Defense Federal Acquisition Regulation Supplement (“DFARS”) and apply to the extent indicated therein. Except as may be otherwise stated, “Contractor,” “Offeror” or any equivalent terms means Supplier, “Government,” “Contracting Officer” or any equivalent terms means Boeing, and all references to a “Disputes” clause shall mean the “Disputes” Article of this Agreement. The effective version of each clause listed shall be the latest version published on the date this Agreement is issued. The full text of a clause may be accessed electronically at https://www.acquisition.gov/content/regulations.

## 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Paragraph (b) is deleted and replaced with the following: “Supplier is prohibited from providing Boeing with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract.” Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: “In the event Supplier identifies covered telecommunications equipment or services provided to Boeing during contract performance, or Supplier is notified of such by a subcontractor at any tier or any other source, Supplier shall report the information in paragraph (d)(2) of this clause via email to Buyer’s Authorized Procurement Representative, with the required information in the body of the email.”

# RECIPROCAL WAIVER OF CLAIMS – QUALIFIED ANTI-TERRORISM TECHNOLOGY

## If this Agreement involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology and Supplier is either Buyer’s (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor of or for such technologies, then pursuant to 6 U.S.C. § 443(b) of the SAFETY Act and 6 C.F.R. § 25.5(e), the Parties agree to a Reciprocal Waiver of Claims and each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology has been deployed in defense against or response to or recovery from such Act of Terrorism. “Act of Terrorism,” “Loss,” “Qualified Anti-Terrorism Technology,” and “Reciprocal Waiver of Claims,” are defined in 6 U.S.C. §§ 443 – 444.

# Subcontracting.

Supplier may not subcontract any of its obligations under this Agreement without Boeing’s written consent. Supplier will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.

# General.

## Notices. All notices required or allowed under this Agreement must be in writing and sent by electronic mail or physical mail (e.g., registered or certified mail) to the person and address provided below in this Section 17 (or as the recipient has otherwise designated through a previous notice given in accordance with this Section 17).

|  |  |  |
| --- | --- | --- |
| Supplier:Attention:Email: |  | Boeing:The Boeing CompanyIndirect Supply Chain*\_\_P.O. Box Number or Street Address\_\_\_\_\_\_City, State, and Zip Code\_\_\_*Attention:Email:With a copy sent to the Boeing Contracts Department at ISCNotices@exchange.boeing.com. |

Notices sent by physical mail will be deemed given upon receipt, and notices sent by electronic mail will be deemed given upon receipt by the sending party of written confirmation of the recipient’s receipt, EXCEPT that an automated email confirmation of delivery or read receipt will not constitute such confirmation, (unless otherwise specified). All notices of termination or breach must be addressed to the other party’s Legal Department.

## Insurance. Supplier will maintain insurance policies in accordance with **Exhibit B** (Insurance).

## Background Checks. Before any Supplier Personnel provide Services at any Boeing (or Boeing customer) facilities requiring unescorted access, Supplier shall submit the Non-Employee Badge Request (NEBR). The NEBR process may include Boeing initiating a background screening.

## Assignment. Supplier will not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Boeing, and any purported assignment in violation of this Agreement will be void. Any Change of Control, assignment of this Agreement, or delegation of Supplier’s rights or obligations to any Supplier Affiliate is considered an assignment for the purposes of this Section 14.4. An attempted assignment without Boeing’s prior written consent will constitute a material breach of this Agreement and cause for immediate termination of this Agreement by Boeing pursuant to Section 11.2.

## Governing Law. This Agreement will be construed under and governed by the laws of the State of Delaware, without regard to its conflict of law provisions. This Agreement excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Any dispute that arises under or is related to this Agreement 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, Supplier must proceed with performance of this Agreement according to Boeing’s instructions so long as Boeing continues to pay amounts not in dispute.

## Force Majeure. To the extent either party for any period is prevented, hindered, or delayed from performing any obligations under this Agreement, in whole or in part, as a result of a Force Majeure Event, and such non-performance, hindrance, or delay could not have been prevented by reasonable precautions, then the non-performing, hindered, or delayed party will be excused for its non-performance of those obligations affected by that Force Majeure Event for as long as that Force Majeure Event continues to prevent, hinder, or delay performance and the non-performing party continues to use commercially reasonable efforts, at its sole expense, to recommence performance whenever and to whatever extent possible without delay, including, as applicable, through the use of alternate sources, workaround plans, or other means. Whenever either party has knowledge that any circumstances may result in a Force Majeure Event that may affect its performance under this Agreement, that party will promptly notify the other party of all relevant information and will continue notification of any material change in the situation. The excused time period for nonperformance will be limited to the duration of the Force Majeure Event and for the entirety of such duration Buyer will be relieved of the obligation to pay Supplier any fees for any affected Services. If the Force Majeure Event continues for more than 14 days, then at Boeing’s option, (1) Boeing may procure such Services from an alternate source (including itself), or (2) Boeing will have the right to terminate all or a portion of this Agreement or any applicable SOW immediately, without penalty or liability for any termination fees otherwise specified herein or in any SOW, upon delivery of notice to Supplier.

## No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

## No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

## No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

## Counterparts. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

## Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

## Entire Agreement. This Agreement sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter.

## Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

## Section Headings; Construction; Interpretation. The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement. Counsel for each party has participated in the review and revision of this Agreement and each party agrees that the rules of construction requiring any ambiguities to be resolved against the drafting party may not be employed in the interpretation of this Agreement. In this Agreement, (1) “including” means “including but not limited to,”; (2) examples are illustrative and not the sole examples of a particular concept; (3) the word “or” is not exclusive; (4) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (5) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (6) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Agreement; (y) to an agreement, instrument or other document means that agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means that statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The exhibits, schedules, and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

## Order of Precedence. If there is a conflict between any term of this Agreement, a term of any SOW, or any purchase order, with any other term from any of the others, the following order of precedence will apply:

### SOW Section 13 (Special Terms);

### the terms of this Agreement, including all its Exhibits that are incorporated herein except **Exhibit A** (SOW Template);

### the terms of the SOW other than SOW Section 13 (Special Terms);

### the terms of the any Buyer-generated purchase order;

### the terms of any other Buyer-generated documents, exhibits, appendices, attachments, terms, flysheets, codes or documents that the parties agree in writing are part of this Agreement; and, lastly

### the terms of any Supplier-generated documents that the parties agree in writing are part of this Agreement.

## Appendices. The following appendices are incorporated into this Agreement as if fully set out herein:

|  |  |  |
| --- | --- | --- |
| Appendix [\_\_] |  | Change Control Procedures |
| Appendix [\_\_] |  | Form of Statement of Work |

* 1. Exhibits. The following exhibits are incorporated into this Agreement as if fully set out herein:

|  |  |
| --- | --- |
| Exhibit A | Statement of Work |
| Exhibit B | Insurance |
| Exhibit [\_\_] | Supplier Rates |
| Exhibit [\_\_] | Service Level Agreement |

***[Signature Page Immediately Follows.]***

**IN WITNESS HEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates specified below, effective as of the Effective Date.

|  |  |
| --- | --- |
| **BOEING:** | **SUPPLIER:** |
| By:  | By:  |
| Print Name:  | Print Name:  |
| Title:  | Title:  |
| Date:  | Date:  |

EXHIBIT A

SOW TEMPLATE

**Statement of Work**

This Statement of Work (“**SOW**”) is issued under the ISC General Master Services Agreement between The Boeing Company (“**Boeing**”) and the Supplier listed below (“**Supplier**”) dated [insert Effective Date of the ISC General Master Services Agreement].

A. All defined terms in this SOW have the same meaning as in the Agreement unless this SOW expressly states otherwise.

B. All references to Services and Deliverables below are restricted to the Services and Deliverables under this SOW, and not those under the parties’ other SOWs, if any.

C. If there is any conflict between this SOW and the Agreement, the Agreement will take precedence (other than with respect to SOW Section 13 (Special Terms)).

D. Supplier (and its Project Manager) will work with Boeing’s Authorized Procurement Representative listed below.

|  |  |  |
| --- | --- | --- |
| **1. Supplier** | **Full legal name:***Project Manager name:**Project Manager telephone:**Project Manager email:***Postal** address for legal notices:**Email** address for legal notices:**Fax** number for legal notices: | [required][required][required][required][required][optional (required if no email address)] |
| **2. Boeing** | *Authorized Procurement Representative name:**Authorized Procurement Representative telephone:**Authorized Procurement Representative email:* | [required][required][required] |

|  |  |
| --- | --- |
| **3. “SOW Term”**  | “**SOW Effective Date**”: [date] “**SOW End Date**”: [date]. *Unless terminated earlier in accordance with the Agreement, the SOW Term will begin on the SOW Effective Date and end on the later of:**(a) the SOW End Date; or* *(b) the date Supplier completes the Services and delivers the Deliverables in accordance with Section 2 of the Agreement (Services and Deliverables).* |
| **4. “Services”***Completion Dates below may be amended by the parties’ mutual, written agreement (including by e-mail).* |
|

|  |  |  |
| --- | --- | --- |
| **Description of Services**(*Please be specific. For example: “Create multiple UI designs for a Boeing marketing website based on Boeing’s feedback and style guidelines.”*) | **Completion Date** (if applicable) | **Fees** (if applicable) |
| [insert] |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 |
| **5. “Deliverables”***Completion Dates below may be amended by the parties’ mutual, written agreement (including by e-mail).* |
|

|  |  |  |
| --- | --- | --- |
| **Description of Deliverables**(*Please be specific. For example: “UI designs for Boeing’s marketing site in PDF format”; “A written report regarding XYZ research.”*) | **Completion Date** (if applicable) | **Fees** (if applicable) |
| [insert] |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

 |
| **6. Total Payment Amount** | **Total Payment Amount**: US$00.00*Boeing’s liability for Services and Deliverables provided under this SOW will not exceed the Total Payment Amount.* |
| **7. Fees** | *Check only* ***one*** *box:*[ ]  [***select one:*** hourly / weekly / monthly] fee of US$0.00. [ ]  flat fee of US$0.00.[ ]  Fees are due in accordance with the Agreement. |
| **8. Expenses**  | *Check only* ***one*** *box:*[ ]  Supplier’s expenses are included in the fees in SOW Section 7. No other expenses will be reimbursed. [ ]  Boeing will reimburse expenses in accordance with Section 3.3 of the Agreement up to $0.00.  |
| **9. Invoicing** | *Check only* ***one*** *box:*[ ]  Supplier will invoice Boeing monthly in arrears.[ ]  Supplier will invoice Boeing for Services and Deliverables following Boeing’s Inspection Period under Section 2 of the Agreement (Services and Deliverables).[ ]  Supplier will invoice Boeing in accordance with the following timetable: [insert dates] |
| **10. Specifications / Criteria**  | *Boeing may reject the Services and Deliverables if they do not meet the following specifications and criteria:*[insert specific, detailed acceptance criteria.] *[For example:* *(a) Boeing must review all submitted Deliverables for compliance with Boeing’s specifications before the Deliverables are implemented in a live, production environment.* *(b) Deliverables must have a throughput rate of X Mbps or faster.* *(c) Deliverables must comply with Boeing’s Style Guidelines at [URL].*] |
| **11. Background IP** | (a) *Supplier’s Background IP includes the following:* [list any pre-existing IP that Supplier will use to complete this SOW. For example, list all of Supplier’s existing software that they will use to design our Deliverables. **If none, write “N/A”**.](b) *Boeing’s Background IP includes the following:* [list anything that Boeing may provide to Supplier under this SOW. For example, Boeing marketing content and logos. **If nothing specific, write “Any content or other items provided by Boeing to Supplier under this SOW.”**] |
| **12. Insurance**  | *Supplier will maintain applicable insurance coverages during the SOW Term in accordance with* ***Exhibit B*** *(Insurance) of the Agreement.* |
| **13. Special Terms**  | *These special terms supersede the Agreement to the extent of any conflict:*[insert **(if none, write “N/A”)**] |

***If you are signing on behalf of your company, you represent and warrant that you:***

***(1) have full legal authority to bind your company to these terms and conditions;***

***(2) have read and understood this Agreement; and***

***(3) agree to this SOW on behalf of your company.***

***If you do not have the legal authority to bind your company, do not sign the signature box below.***

Signed by authorized representatives of the parties on the dates written below.

|  |  |
| --- | --- |
| **BOEING:****The Boeing Company** | **SUPPLIER:****[Supplier Legal Entity Name]** |
| By:  | By:  |
| Print Name:  | Print Name:  |
| Title:  | Title:  |
| Date Signed:  | Date Signed:  |

EXHIBIT B

INSURANCE

1. SUPPLIER’S INSURANCE
	1. Commercial General Liability. Supplier will carry and maintain throughout the Term Commercial General Liability insurance with available limits of not less than Two Million Dollars U.S. Dollars (US $2,000,000) for each occurrence, for bodily injury and property damage combined. Such insurance will be in a form and with insurers acceptable to Boeing and will contain coverage for all premises and operations, broad form property damage, and contractual liability (including that specifically assumed under this Agreement). Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including that specifically assumed under subparagraph a herein), and goods and completed-operations insurance with limits of not less than One Million Dollars U.S. Dollars (US $1,000,000) per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Buyer. Such insurance shall not be maintained on a per-project basis unless the respective Supplier or subcontractor thereof does not have blanket coverage.
	2. Automobile Liability. If licensed vehicles will be used in connection with the performance of the Services, Supplier will carry and maintain throughout the Term, 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 U.S. Dollars (US $1,000,000) for each occurrence combined single limit for bodily injury and property damage.
	3. Workers’ Compensation and Employers’ Liability. Supplier will carry and maintain throughout the Term insurance in accordance with the Applicable Laws relating to workers’ compensation (and employers’ liability with limits not less than $1,000,000 per incident) covering all of its employees working on or about Boeing premises. If Boeing is required by any Applicable Law to pay any workers’ compensation premiums with respect to any employees of Supplier, Supplier will reimburse Boeing for such payment.
	4. Professional Liability and Technology Errors & Omissions Liability Insurance. Supplier will carry and maintain throughout the Term insurance with policy limits of not less than Five Million U.S. Dollars (US $5,000,000), each claim with a deductible of not more than Twenty-Five Thousand U.S. Dollars (US $25,000). Such insurance will include coverage for infringement of any Intellectual Property Rights of any third party as related to Supplier’s performance under this Agreement. It will also include coverage for loss or disclosure of electronic data, media and content rights infringement and liability and network security failure liability.
	5. Cyber Security Liability Insurance. During the Term, Supplier will carry and maintain Cyber Security Liability Insurance with policy limits of not less than Five Million U.S. Dollars (US $5,000,000), each claim with a deductible of not more than Twenty-Five Thousand U.S. Dollars (US $25,000) against liability for (1) systems attacks, (2) denial or loss of service attacks, (3) spread of malicious software code, (4) unauthorized access and use of computer systems, and (5) liability arising from the loss or disclosure of confidential electronic data. The Cyber Security Liability Insurance retroactive coverage date will be no later than the Effective Date.
	6. Additional Requirements. For the professional liability/errors and omissions coverage and the cyber security coverage: (1) any “insured vs. insured” exclusions will be modified accordingly to allow Boeing additional insured status without prejudicing Boeing’s rights under the policies; (2) there will be severability of the intentional conduct exclusions for the additional insureds; and (3) there will be an exception to any “breach of contract” exclusions for hold harmless agreements. If coverage is written on a Claims-Made basis, both policies will have a retroactive coverage date no later than the Effective Date and coverage will be maintained for an additional period of 3 years following termination or expiration of this Agreement.
	7. Certificates of Insurance. Before commencing the Services, Supplier will provide for Boeing’s review and approval “Certificates of Insurance” reflecting full compliance with the requirements set forth in this **Exhibit B** (Insurance). Such certificates will be kept current and in compliance throughout the Term and will provide for 30 days advance notice to Boeing in the event of termination. Failure of Supplier to furnish Certificates of Insurance, or to procure and maintain the insurance required herein, or failure of Boeing to request such certificates, endorsements, or other proof of coverage will not constitute a waiver of Supplier’s respective obligations hereunder.
	8. Self-Assumption. Any self-insured retention, deductibles, and exclusions in coverage in the policies required under this **Exhibit B** (Insurance)will be assumed by, for the account of, and at the sole risk of Supplier and, to the extent applicable, will be paid by Supplier. In no event will the liability of Supplier be limited to the extent of any of the minimum limits of insurance required under this **Exhibit B** (Insurance).
	9. Subcontractors and Supplier Affiliates. Supplier will cause its Subcontractors and Supplier Affiliates performing Services hereunder to carry the same insurance and comply with the same obligations as is required of Supplier under this **Exhibit B** (Insurance).