

**BOEING INDIRECT SUPPLY CHAIN
EDUCATION AND TRAINING (CUSTOM GOODS)
TERMS AND CONDITIONS**

1. CONTRACT ACCEPTANCE

This Contract includes the provisions in the Contract, these Education and Training Terms and Conditions, 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 Contract by Buyer (collectively, the "Contract"). Buyer shall not be bound by and specifically objects to any term or condition whatsoever that 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, the following terms, when capitalized, shall have the following meanings:

"Buyer" means The Boeing Company and any of its affiliates, divisions, or wholly owned subsidiaries.

"Buyer's Authorized Procurement Representative" means the representative of Boeing Indirect Supply Chain, Supplier Management department identified in the Contract and as may be changed by written notice, who is authorized by Buyer to act on behalf of Buyer in business transactions with Seller.

"Buyer Works" means those materials developed under a Contract which the parties agree shall be owned by Buyer. Unless otherwise agreed during the Contract process, Buyer Works shall be those materials which meet the following three (3) criteria: (i) commissioned by Buyer using Buyer ideas, (ii) produced by Seller, and (iii) the production of said Documentation was paid by Buyer.

"Goods" means Work, Work Product, and any other related items or services.

"Intellectual Property" means all legal rights (whether or not registered or recorded) in works or ideas including, but not limited to, patents, copyrights, trademarks, proprietary information, mask works, integrated circuit layout designs, databases, technical data, trade secrets and know-how.

"Seller" means the party identified in the Contract who agrees to sell Goods.

"Pre-Existing Works" means any Intellectual Property owned, licensed, or developed by a party prior to the effective date of, or outside the scope of, this Contract.

"Work" means services performed or to be performed by Seller or its employees under this Contract.

"Work Product" means all tangible items delivered to Buyer pursuant to this Contract, including but not limited to computer software and its documentation, and any other documentation specifically prepared in the course of performing Work.

3. ORDER OF PRECEDENCE

In the event of any inconsistency within or relating to this Contract, the following order of precedence will apply:

- a. These Education and Training Terms and Conditions.
- b. The Contract.
- c. The specifications, technical descriptions, statements of work, schedules, drawings, and designs prepared by or at the direction of Buyer.

- d. The specifications, technical descriptions, statements of work, schedules, drawings, other than those described in paragraph c., prepared by Seller, including, without limitation, those contained in Seller's proposal that have been authorized by Buyer.

4. PAYMENTS

- a. Price. All Work shall be performed at the prices set forth in the Contract.
- b. Invoices and Payments. Payment will be made as set forth in the Contract. Seller shall promptly repay to Buyer any amounts paid in excess of the amounts due Seller.

5. LABOR AND PERSONNEL

- a. Standards. Seller shall assign agents, representatives and employees (collectively, "Seller Personnel") satisfactory to Buyer. At any time and for any reason, Buyer may require Seller to withdraw the services of any Seller Personnel and require that Seller promptly provide replacements for such Seller Personnel satisfactory to Buyer. In addition to the other indemnification provisions within this Contract, Seller specifically agrees to indemnify and hold harmless Buyer from and against any liabilities, claims, charges or suits for alleged losses, costs, damages or expenses arising from Buyer's exercise of its rights hereunder.

Resumes, references, or other information reflecting the qualifications of any Seller Personnel will be provided by the Seller to the Buyer. Seller warrants that each resume submitted represents a complete and accurate description of the Seller Personnel and their relevant skills. Misrepresentation, gross omissions, or falsifications will be cause for removal of Seller Personnel. If required by state law or regulation, Seller and its Seller Personnel shall be properly licensed, certified, or registered.

- b. Expenses. Seller shall be compensated for reasonable expenses incurred by Seller Personnel who are required to travel to perform the Work at Buyer's location, including travel, living expenses, and local transportation to the extent expressly permitted in the Contract.
- c. Recruitment. Seller agrees that it will not actively solicit for hire the employees of Buyer during or for a period of six months after completion of Seller's performance of the Work, unless written approval is obtained from Buyer.
- d. Discipline of Personnel. Discipline of Seller Personnel performing Work hereunder shall be Seller's responsibility. While on premises under Buyer's control, Seller Personnel shall comply with the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer, its customers or vendors.

6. RELATIONSHIP OF THE PARTIES

Independent Contractor. Seller is an independent contractor for all purposes. Seller shall have complete control over the performance of, and the details for accomplishing, the Work. In no event shall Seller or Seller Personnel be deemed to be agents, representatives or employees of Buyer. Seller Personnel shall be paid exclusively by Seller for all Work performed. Seller shall comply with all requirements and obligations relating to such employees under federal, state and local law (or foreign law, if applicable). Such compliance shall include, but not be limited to, laws regarding minimum wages, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance.

7. CONFIDENTIAL OR PROPRIETARY INFORMATION AND PROPERTY

- a. Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all (i) confidential, proprietary and/or trade secret information; (ii) tangible items and software containing, conveying or embodying such information; that is obtained, directly or indirectly, from the other in connection with this Contract or other agreement referencing this Contract, (collectively referred to as "Proprietary Information and Materials"). Buyer and Seller shall each use Proprietary Information and

Materials of the other only in the performance of and for the purpose of this Contract and/or any other agreement referencing this Contract.

- b. Upon Buyer's request at any time, and in any event upon the completion, termination or cancellation of this Contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer.
- c. Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this Contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor.
- d. The provisions of this article are effective notwithstanding the application of any restrictive legends or notices to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination or cancellation of this Contract.

8. ACCEPTANCE AND REJECTION

- a. Buyer shall accept the Work Product or give Seller notice of rejection within a reasonable time after the date of delivery. No payment, prior test, inspection, passage of title, any failure or delay in performing any of the foregoing, or failure to discover any defect or other nonconformance shall relieve Seller of any obligations under this Contract or impair any rights or remedies of Buyer.
- b. If Seller delivers a defective or non-conforming Work Product, Buyer may at its option and at Seller's expense: (i) require Seller to promptly re-perform, correct or replace the Work Product; (ii) correct the Work Product; or (iii) obtain replacement Work Product from another source. Return to Seller of defective or non-conforming Work Product and redelivery to Buyer of corrected or replaced Services shall be at Seller's expense.
- c. Seller shall not redeliver the corrected or rejected Work Product without disclosing the former rejection or requirement for correction. Seller shall disclose any corrective action taken. All correction and redelivery shall be completed as Buyer may reasonably direct.

9. CHANGES

Only Buyer's Authorized Procurement Representative may approve changes in any requirements under this Contract. Buyer's Authorized Procurement 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: any specifications, requirements or statement of work; level of effort or manpower; place of performance; performance or deliver schedules; and 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 Work under this Contract, whether changed or not changed by any such order, or otherwise affect any other provisions of this Contract, an equitable adjustment shall be made in the sum allotted, rates, performance schedule, and 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 thirty (30) days from the date of receipt by Seller of such written direction. Failure of Buyer and Seller to agree upon any adjustment shall not excuse Seller from performing in accordance with such direction.

10. 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.

11. TERMINATION FOR CONVENIENCE

Performance of Work under this Contract may be terminated in whole or in part at any time by Buyer by giving Seller written notice of such termination, specifying the extent and effective date thereof. After receipt of any such notice, Seller shall stop work hereunder to the extent it relates to the Work terminated and, to the extent requested by Buyer, deliver to Buyer, all completed or partially completed data, writings, recordings, pictures, drawings, and other information and items produced or obtained in the performance of Work under this Contract. In the event of any termination pursuant to this clause, Seller shall be paid for all Work performed hereunder and any travel, per diem, or other costs or allowances due hereunder. Seller shall have no claim against Buyer for Work not performed, anticipatory profits lost, or consequential damages directly or indirectly caused by any such termination. Seller shall give Buyer written notice of its intent to submit any claims for compensation under this clause within thirty (30) days after the effective date of termination, and shall submit all such claims within sixty (60) days after the effective date of termination. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Contract.

12. RESPONSIBILITY FOR PERFORMANCE

Seller warrants that it has the legal right to enter into and perform its obligations under this Contract, including without limitation the right to provide Software as necessary. Buyer issuance of this Contract is based 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, or otherwise, assign any or its rights or interest in this Contract, including but not limited to any 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.

13. RECORDS AND AUDIT

For a period no less than three (3) years after final payment under each and every Contract, Seller shall maintain complete and accurate books, records, documents, and other evidence of 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. Buyer shall have the right to examine, reproduce, and audit any and all records:

- a. Related to pricing and performance in order to evaluate the accuracy, completeness, and currency of cost and pricing data submitted with Seller's bid or offer to sell;
- b. Related to "Changes" or "Termination for Convenience," or
- c. Related to pricing and performance in order to verify the accuracy of prices and rates invoiced by Seller. Such audit right for any given Contract will consist of the following:
 - (1) A random invoice sampling of at least five percent (5%);
 - (2) The determination of an error rate, if any; and
 - (3) The calculation of an adjustment amount by applying the percentage error rate to the total current aggregate dollar expenditure figure for the entire time period in question and then adding approximate freight and tax considerations.

14. INTELLECTUAL PROPERTY

Works created or commissioned under this Contract shall be designated as "Buyer Works." Ownership and treatment of such Works shall be as follows:

- (1) Ownership. All Buyer Works, including but not limited to information, data, documents, drawings, and software produced in connection with the "Buyer Works" by any of Seller Personnel, either alone or with others, in the course of, or as a result of, any assignment pursuant to this Contract shall be the exclusive property of Buyer and be delivered to Buyer upon completion or upon Buyer's earlier request. Seller and Seller Personnel shall preserve all Buyer Works in confidence and shall not use, duplicate, or disclose any Buyer Works for any purpose, other than the performance of the Work or any other contract with Buyer, without the prior express written permission of Buyer.
- (2) Copyrights. The Buyer Works shall be deemed to be Works made for hire. To the extent any Buyer Works is, as a matter of law, not a Work made for hire, Seller hereby assigns and shall assign to Buyer the copyrights subsisting in the Buyer Works, together with all of the exclusive rights under such copyrights. As evidence of such copyright assignment, Seller shall execute an assignment instrument in the form of Exhibit B to this Contract and cause Seller Personnel to execute an assignment instrument in the form of Exhibit A to this Contract. Before allowing Seller Personnel to perform any work under the Contract relating to the specified Buyer Works, Seller will promptly deliver both assignments to Buyer upon execution. Buyer shall have the right to hold and register such copyrights in its own name and may direct Seller and Seller Personnel to add copyright notices to any copies made by Seller.
- (3) Special Power of Attorney. Buyer is hereby granted an irrevocable power of attorney for the limited purpose of executing and recording all such documents as are necessary to perfect to ownership and other rights granted to Buyer herein.
- (4) Pre-Existing Works. Seller hereby grants and shall grant to Buyer an irrevocable, nonexclusive, royalty-free license to practice any of the exclusive rights under the patents, copyrights, or trade secrets subsisting in all Seller's Pre-Existing Works incorporated into a Buyer Work, but only for purposes of, and incidental to, Buyer's enjoyment of the Buyer Work.
- (5) Know-How. Notwithstanding the above or anything else in the Contract, Seller shall have the right to use any know-how or general technical knowledge it acquires during the course of providing Work under this Contract; provided such know-how and technical knowledge does not contain or reveal Buyer Proprietary Information.

15. SUBCONTRACTING

Seller shall not resell or subcontract any of the personnel utilized or Work to be performed under the Contract without the prior written consent of Buyer.

16. INFRINGEMENT

Seller will indemnify, defend and hold harmless Buyer and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the Seller's provision of the Work and/or sale or use of the Work Product by either Buyer or its customer. Buyer and/or its customer will duly notify Seller of any such claim, suit or action. Seller will, at its own expense, fully defend such claim, suit or action on behalf of the indemnitees. Seller will have no obligation under this article with regard to any infringement arising from use of the Work or Work Product (i) for other than its intended application, or (ii) in combination with other items when such infringement would not have occurred from the use of the Work by Buyer solely for the purpose for which they were designed or sold by Seller. For purposes of this article only,

the term Buyer will include The Boeing Company and all Boeing subsidiaries and all officers, agents and employees of Boeing or any Boeing subsidiary.

17. TAXES

- a. If any federal, state, or local sales or use tax (or its equivalent) is legally due on taxable Goods purchased, Seller will separately bill such tax on its invoice to Buyer. Buyer agrees to pay Seller for such tax or if such tax is not applicable to the Goods purchased, it will be so noted on the Contract and Buyer shall provide appropriate exemption statements and information on its Contract acceptable to the taxing authority.
- b. All other taxes, including, but not limited to federal, state, and local income taxes, franchise taxes, gross receipts taxes, federal, state, and local sales and use taxes, and property taxes shall be the responsibility of the party who incurs the tax liability.
- c. For tax purposes, the items purchased under this contract by Indirect Supply Chain, Supplier Management and Procurement may be purchased for Buyer or as agent for one of Buyer's subsidiaries.

18. GENERAL PROVISIONS

- a. Severability. If any provision of this Contract shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
- b. Waiver. Either party's failure to exercise any of its rights under this Contract shall not constitute a waiver of any past, present, or future right or remedy.
- c. Survival. All indemnities, warranties, and representations made under this Contract and all accrued obligations under the clause entitled "Confidential or Proprietary Information and Property" will survive cancellation or termination of this Contract. Cancellation or termination of this Contract will not affect operation of those provisions of this Contract that, by their terms, survive or are required to survive in order to effectuate the intent of the parties as reflected by this Contract.
- d. Rights and Remedies. Except as limited under this Contract, the rights and remedies afforded to each party under this Contract are in addition to any other rights or remedies, at law or in equity, or otherwise.
- e. Right to Offset. Buyer, without waiver or limitation of any of its rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Buyer to Seller in connection with this Contract any and all amounts owed by Seller to Buyer in connection with this Contract.
- f. Entire Agreement. This Contract, together with all the purchase orders, change orders, attachments, exhibits, supplements, specifications, and other terms referenced in this Contract, contains the entire agreement of the Parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this Contract. Except as authorized herein, no amendment or modification of this Contract shall bind either Party unless it is in writing and is signed by Buyer's Authorized Procurement Representative and an authorized representative of Seller.
- g. Financial Review. If the Contract exceeds \$250,000 and extends for more than one year, and if requested, the Seller shall provide financial data on a quarterly basis or as requested to the Buyer's Credit Office for credit and financial condition reviews. Said data shall include but not be limited to 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 72 hours of any written request by Buyer. All such information shall be treated as confidential.
- h. Code of Basic Working Conditions and Human Rights. Buyer is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, Buyer has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. The

Boeing Code may be downloaded at <https://www.boeing.com/principles/human-rights.page>. Buyer strongly encourages Seller to adopt and enforce concepts similar to those embodied in the Boeing Code, including conducting Seller's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Seller will promptly cooperate with and assist Buyer in implementation of and adherence to the Boeing Code.

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

Seller shall include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by Seller for work under this Contract.

- i. Environmental Health and Safety Performance. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Buyer expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirement of this clause to its suppliers. Seller shall not deliver Goods that contain any asbestos mineral fibers.
- j. Seller Facility. Seller shall provide Buyer written notice of any proposed plans for moving Seller's manufacturing location for the Goods or moving tooling or other equipment utilized in the manufacture of the Goods to another facility. In no event shall Seller proceed with implementing such plans prior to obtaining Buyer's prior written approval.
- k. Seller and Sub-Tier Supplier Information. In addition to requirements set forth elsewhere in this Contract, Seller will, when reasonably requested by Buyer, provide sub-tier supplier information related to performance under this Contract. Such information may include but is not limited to Seller's subcontract management plans, Buyer programs supported, Seller assessment of sub-tier supplier's capability including financial health and performance issues.
- l. Buyer Policies. Seller agrees that Buyer's internal policies, procedures and codes are intended to guide the internal management of the Buyer and are not intended to, and do not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by the Seller against the Buyer.
- m. Conflict Minerals. Seller shall, no later than thirty (30) days following each calendar year in which Seller has delivered any goods to Buyer, under this Contract or otherwise, complete and provide to Buyer a single and comprehensive Conflict Minerals Reporting Template, using the form found at <http://www.boeingsuppliers.com>. Seller shall perform appropriate due diligence on its supply chain in order to fulfill the reporting obligations of this Article.
- n. Ethics and Compliance Program. Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business throughout the performance of this Contract. Buyer strongly encourages Seller to model its program in accordance with the Federal Sentencing Guidelines, applicable guidance from enforcement authorities, and industry best practices. Seller shall publicize to its employees who are engaged in the performance of work under the Contract that they may report any concerns of misconduct by Buyer or any of its employees or agents by going to Ethics@Boeing. Seller shall convey the substance of this clause to its suppliers.
- o. Compliance with Laws. Seller and the Goods shall comply with all applicable statutes and government rules, regulations and orders including without limitation, (i) all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" or other anti-corruption/anti-bribery convention; and (ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, *et. seq.*),

regardless of whether Seller is within the jurisdiction of the United States, and Seller shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

p. Gratuities. Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this Contract or securing favorable treatment under this Contract.

19. PUBLICITY

Seller shall not use the name of Buyer in any news release, public announcement, advertisement, or other form of publicity, or disclose any of the terms of this Contract to any third party, without securing the prior written consent of Buyer.

20. ASSIGNMENT OR TRANSFER

Neither this Contract nor any rights or obligations under it may be assigned, delegated, or otherwise transferred (whether voluntary, involuntary, by merger, change of control, consolidation, dissolution, operation of law, transfer or any other manner) by either party Seller without the prior written consent of Buyer. Any attempt to assign or delegate in violation of this article is void.

21. NOTICES

Any notice, authorization, designation, request, or instruction under or in connection with this Contract to be effective shall be in writing and shall be deemed duly given or served upon delivery, addressed as set forth below. Either party may notify the other in the foregoing manner of any other address to which such communications are to be addressed under this Contract.

Seller:

Attention: _____

Buyer:

The Boeing Company
Indirect Supply Chain
5000 East McDowell Road | M/C: M543-D212
Mesa, AZ 85215

Attention: _____

22. GOVERNING LAW

This Contract shall be construed under and governed by the internal laws of the State of Washington, without regard to conflict of law provisions. The prevailing party in any litigation arising out of this Contract shall be entitled to recover its reasonable attorneys' fees and costs from the losing party.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate originals by their duly authorized representatives.

THE BOEING COMPANY
(Acting through its Division,
Boeing Indirect Supply Chain)

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A

**ASSIGNMENT
(with power of attorney)**

The undersigned person ("Seller Personnel") may perform and/or has performed Work on behalf of The Boeing Company ("Buyer") as an employee of _____ ("Seller"), which may involve and/or has involved the creation of certain Works of authorship ("Work Product").

Seller Personnel hereby agrees to be bound by the terms of clause 12, "Intellectual Property (For Engineering/Technical Personnel)" (copy attached), of the Terms and Conditions incorporated in the contract between Seller and Buyer.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller Personnel hereby sells, assigns, and transfers to Buyer and its lawful successors and assigns its entire right, title, and interest in and to the Work Product, along with the copyright in the Work Product and all of the exclusive rights under the said copyright, and the right to register the said copyright in the name of Buyer; the Work Product and the said copyright to be held and enjoyed by Buyer as the assignee for the use and benefit of itself and of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller Personnel had this assignment and sale not been made.

Buyer is hereby granted an irrevocable special power of attorney for the limited purpose of perfecting this assignment by executing such instruments as are reasonably necessary therefor, including but limited to, recordable assignment documents, copyright registration applications, UCC security interest recordings, and the like.

In accordance with the terms and conditions of the contract between Seller and Buyer, Seller Personnel shall preserve all Work Product and any other proprietary, confidential, and/or trade secret information in any form of which Seller Personnel becomes aware in connection with Work performed on behalf of buyer ("Proprietary Information") in confidence, and shall not use, duplicate, or disclose any Work Product or Proprietary Information for any purpose, other than the performance of the Work or any other contract with Buyer, without the prior express written permission of Buyer.

Executed at _____, this _____ day of _____, 20____.

CORPORATE SEAL

(Seller Personnel)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument and who acknowledged that he/she is authorized to execute the foregoing instrument on behalf of Seller and affix its corporate seal thereto, and who further acknowledged that he/she executed the foregoing instrument as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the
State of Washington
residing at _____.
My commission expires _____.

EXHIBIT B

**ASSIGNMENT
(with power of attorney)**

WHEREAS, The Boeing Company ("Buyer"), has engaged _____ ("Seller") to provide Seller Personnel to perform Work at the direction of Buyer, which may involve the creation of certain Works of authorship ("Work Product").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, and transfers to Buyer and its lawful successors and assigns its entire right, title, and interest in and to the Work Product, along with the right to register the said copyright in the name of Buyer; the Work Product and the said copyright to be held and enjoyed by Buyer as the assignee for the use and benefit of itself and of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment and sale not been made.

Buyer is hereby granted an irrevocable special power of attorney for the limited purpose of perfecting this assignment by executing such instruments as are reasonably necessary therefor, including but limited to recordable assignment documents, copyright registration applications, UCC security interest recordings, and the like.

Executed at _____, this _____ day of _____, 20_____.

CORPORATE SEAL

(Seller)

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument and who acknowledged that he/she is authorized to execute the foregoing instrument on behalf of Seller and affix its corporate seal thereto, and who further acknowledged that he/she executed the foregoing instrument as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20_____.

Notary Public in and for the

State of Washington

residing at _____.

My commission expires _____.

EXHIBIT C

ACKNOWLEDGMENT AND AGREEMENT

The undersigned acknowledges and agrees that certain information relating to the business plans and products of a division of The Boeing Company (Buyer) to be disclosed to me as being proprietary information ("Proprietary Information").

The Proprietary Information is being disclosed to me and my employer, _____ (Seller), for the purpose of assisting Buyer in review of the study as defined in Buyer Contract _____, provided, however, that nothing herein shall apply to information that is:

- (1) Known to the undersigned without restriction as to further disclosure when received, or thereafter is developed independently by the undersigned; or
- (2) Obtained from a source other than Buyer through no breach of confidence by the undersigned; or
- (3) In the public domain when received, or thereafter enters the public domain through no fault of the undersigned; or
- (4) Disclosed by Buyer to a third party, including the United States Government, without restriction as to further disclosure.

The Proprietary Information shall be used by the undersigned solely for the purpose of performing Buyer Contract No. _____ and for no other purpose.

In consideration of the disclosure to the undersigned of the Proprietary Information, the undersigned agrees to receive the Proprietary Information in confidence and not to disclose the same to any third parties except as may be authorizing in writing by Buyer. Upon the termination or conclusion of assignment with Buyer, the undersigned will leave with Buyer any and all proprietary information that is in tangible form, whether written, on computer software, or otherwise, including all copies thereof.

Date

Signature

Printed Name

Title