

1. **FORMATION OF CONTRACT.** This proposed contract is Buyer's offer to purchase the goods and services ("Goods") described in this offer. Acceptance is strictly limited to the terms and conditions in this offer. Unless specifically agreed to in writing by the Buyer's Authorized Purchasing Representative, Buyer objects to, and is not bound by, any term or condition which differs from or adds to this offer. Seller may accept this offer by beginning performance or by a written or electronic acknowledgment. Such acceptance creates a binding contract.

2. **SCHEDULE.**

(a) Seller shall strictly adhere to this contract's shipment, delivery or completion schedules. In the event of any anticipated or actual delay, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; and (ii) provide Buyer with a written recovery schedule. If Buyer requests, Seller shall, at Seller's expense, ship via air or other expedited routing to avoid the delay or minimize it as much as possible. Late deliveries may be cause for an equitable price reduction.

(b) Seller shall not deliver Goods prior to the scheduled delivery dates unless authorized by Buyer.

(c) Buyer shall, at no additional cost, retain goods furnished in excess of the specified quantity or in excess of any allowable overage unless, within 45 days of shipment, Seller requests return of such excess. In the event of such request, Seller shall reimburse Buyer for reasonable costs associated with storage and return of the excess.

3. **PACKING AND SHIPPING.**

(a) Seller shall pack the Goods to prevent damage and deterioration. Seller shall comply with carrier tariffs. Unless this contract specifies otherwise, the price includes shipping charges for Goods sold F.O.B. destination. Unless otherwise specified in this contract, Goods sold F.O.B. place of shipment shall be forwarded collect. Seller shall make no declaration concerning the value of the Goods shipped, except on the Goods where the tariff rating is dependent upon released or declared value. In such event, Seller shall release or declare such value at the maximum value within the lowest rating. Buyer may charge Seller for damage to or deterioration of any Goods resulting from improper packing or packaging.

(b) Seller will ship the Goods according to the following instructions: (i) Shipping Documentation: Shipments by Seller or its subcontractors must include packing sheets containing Buyer's purchase contract number, line item number, description and quantity of Goods shipped, part number or size, if applicable, and appropriate evidence of inspections. A shipment containing hazardous and nonhazardous materials must have separate packing sheets for the hazardous and nonhazardous materials. Items shipped on the same day will be consolidated on one Bill of Lading or Airbill, unless Buyer's Authorized Purchasing Representative authorizes otherwise. The shipping documents will describe the material according to the applicable classification and/or tariff. The total number of shipping containers will be referenced on all shipping documents. Originals of all Government Bills of Lading will be surrendered to the origin carrier at the time of shipment. (ii) Insurance: Seller will not insure any FOB Origin shipment unless authorized by Buyer.

(iii) Shipping Container Labels: Seller will label each shipping container with the purchase contract number and the number that each container represents of the total number being shipped (e.g., Box 1 of 2, Box 2 of 2). (iv) Carrier Selection: Buyer will select the carrier and mode of transportation for all shipments where freight costs will be charged to Buyer. (v) Invoices: Seller will include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices. (vi) Noncompliance: If Seller is unable to comply with the shipping instructions in this contract, Seller will contact Buyer's Traffic Management Department referenced elsewhere in this contract or Buyer's Authorized Purchasing Representative.

4. **QUALITY CONTROL**. Seller shall establish and maintain a quality control system acceptable to Buyer for the Goods purchased under this contract. Seller shall permit Buyer and Buyer's customer to review procedures, practices, processes and related documents to determine such acceptability.

5. **SELLER'S NOTICE OF DISCREPANCIES**. Seller shall notify Buyer in writing when discrepancies in Seller's process or product are discovered or suspected which may affect the Goods delivered or to be delivered under this contract.

6. **INSPECTION**.

(a) At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer and Buyer's customer shall perform inspections, surveillance and tests so as not to unduly delay the work.

(b) Seller shall maintain an inspection system acceptable to Buyer and its customer for the Goods purchased under this contract.

(c) If Buyer or its customer performs an inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

7. **ACCEPTANCE AND REJECTION**.

(a) Buyer shall accept the Goods or give Seller notice of rejection within a reasonable time after receipt at destination, notwithstanding any payment or prior test or inspection. No inspection, test, delay or failure to inspect or test, or 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 or Buyer's customer. Acceptance shall be conclusive, except for latent defects, fraud or gross mistakes amounting to fraud.

(b) If Seller delivers nonconforming Goods, Buyer may, at its option and at Seller's expense: (i) return the Goods for credit or refund; (ii) require Seller to promptly correct or replace the Goods; (iii) correct the Goods; or (iv) obtain replacement Goods from another source. Seller shall not redeliver corrected or rejected goods without disclosing the former rejection or requirement for correction. When required, Seller shall disclose the corrective action taken. Repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer's Authorized Purchasing Representative may reasonably direct.

## 8. WARRANTY.

(a) In addition to Seller's standard warranty, Seller warrants that all Goods furnished under this contract shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to detailed designs furnished by Buyer, the Goods shall be free from defects in design. This warranty, together with Seller's service warranties and guarantees, if any, shall survive inspection, test and acceptance of, and payment for, the Goods. This warranty shall run to Buyer and its successors, assigns and customers. Such warranty shall extend for a period of one year after Buyer's final acceptance unless a different period is set forth elsewhere in this contract. Buyer may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or nonconforming Goods. Return to Seller of defective or nonconforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this article and the "Inspection" article of this contract in the same manner and to the same extent as Goods originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the contract price.

(b) Seller warrants that any hardware, software and firmware product delivered under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. The duration of this warranty and the remedies available to Buyer for breach of this warranty shall be as defined in, and subject to, the other warranties contained in this contract, provided that notwithstanding any provision to the contrary in such warranties, the remedies available to Buyer under this warranty shall include repair or replacement of any noncompliant product discovered and made known to Seller in writing. Nothing in this warranty shall be construed to limit any rights or remedies Buyer may otherwise have under this contract with respect to defects other than Year 2000 performance.

9. TAXES. Unless this contract specifies otherwise, the price of this contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this contract except for sales and use taxes for which Buyer specifically agrees to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

10. INVOICE AND PAYMENT. Unless otherwise authorized by Buyer's Authorized Purchasing Representative, Seller shall issue a separate original invoice for each delivery, which shall include Buyer's purchase contract number and line item number. Seller shall forward its invoice to the address specified elsewhere in this contract. Seller shall not issue any invoice prior to the scheduled or actual delivery date, whichever is later. Unless freight or other charges are itemized, Buyer may take any offered discount on the full amount of the invoice. Payment due date, including discount periods, shall be computed from the later of the scheduled delivery date, the actual delivery date or the date of receipt of a correct invoice. Payment shall be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay Buyer any amounts paid in excess of amounts due Seller.

## 11. CHANGES.

(a) Buyer's Authorized Purchasing Representative may, without notice to sureties, in writing direct changes within the general scope of this contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer-furnished property; and, if this contract includes services, (vi) description of services to be performed; (vii) time of performance (i.e., hours of the day, days of the week, etc.); and (viii) place of performance. Seller shall comply immediately with such direction.

(b) If such change increases or decreases the cost or time required to perform this contract, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this contract in writing accordingly. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer's Authorized Purchasing Representative in writing within 25 days and deliver a fully supported proposal to Buyer's Authorized Purchasing Representative within 60 days after Seller's receipt of such direction. Buyer may, at its sole discretion, consider any claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Buyer may examine Seller's pertinent books and records to verify the amount of Seller's claim. Failure of the parties to agree upon any adjustment shall not excuse Seller from performing in accordance with Buyer's direction.

(c) If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer's Authorized Purchasing Representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer's Authorized Purchasing Representative, Seller shall take no action to implement any such change.

12. DISPUTES. Any dispute that arises under or is related to this contract 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, Seller shall proceed with performance of this contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

13. FORCE MAJEURE. Seller shall not be liable for excess costs incurred by Buyer because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Seller. Examples of these causes are (a) acts of God or of the public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes and (i) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Seller. If the delay is caused by delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of both, and without the fault or negligence of either, Seller shall not be liable for excess costs unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedules. Seller shall notify Buyer in writing within 10 days after the beginning of any such cause.

14. TERMINATION FOR CONVENIENCE. Buyer may terminate all or part of this contract, effective as of the date specified by Buyer, in accordance with the provisions of Federal Acquisition Regulation ("FAR") 52.249-2, "Termination for Convenience of the Government (Fixed Price)," which provisions, except for subparagraphs (d) and (j), are incorporated herein by reference. The terms "Government" and "Contracting Officer" shall mean "Buyer," "Contractor" shall mean "Seller," and the phrase "1 year" is deleted each place it occurs and "six months" is substituted in its place. The time for requesting an equitable adjustment under subparagraph (l) is reduced to "45 days." Settlements and payments under this article may be subject to approval by the Contracting Officer and the Settlement Review Board.

15. CANCELLATION FOR DEFAULT.

(a) Buyer may, by written notice to Seller, cancel all or part of this contract (i) if Seller fails to deliver the Goods within the time specified by this contract or any written extension; (ii) if Seller fails to perform any other provision of this contract or fails to make progress, so as to endanger performance of this contract, and, in either of these two circumstances, does not cure the failure within 10 days after receipt of notice from Buyer specifying the failure; or (iii) in the event of Seller's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.

(b) Seller shall continue work not canceled.

(c) If Buyer cancels all or part of this contract, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Goods, and (ii) any partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (collectively, "Manufacturing Materials") that Seller has specifically produced or acquired for the canceled portion of this contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its Customer has an interest.

(d) Buyer shall pay the contract price for Goods accepted. Payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with Article 14, except that Seller shall not be entitled to profit. Buyer may withhold from any amount due under this contract any sum Buyer determines to be necessary to protect Buyer or Buyer's Customer against loss because of outstanding liens or claims of former lien holders.

(e) If, after cancellation, it is determined that Seller was not in default, the rights and remedies of the parties shall be as if the contract had been terminated according to Article 14.

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING. Seller shall not assign any of its rights or interest in this contract or subcontract all or substantially all of its performance of this contract, without Buyer's prior written consent. Such consent shall not unreasonably be withheld. Seller shall not delegate any of its duties or obligations under this contract. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this contract. This article does not limit Seller's ability to purchase standard commercial supplies or raw materials. Seller may assign its right to monies due or to become due.

17. PUBLICITY. Without Buyer's prior written approval, Seller shall not, and Seller's subcontractors of any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same, regarding this contract or the Goods or program to which it pertains.

18. BUYER'S PROPERTY. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this contract. Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this contract without Buyer's prior written consent. Seller shall notify Buyer's Authorized Purchasing Representative if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this contract, Seller shall deliver such property, to the extent not incorporated in delivered end products, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses. Nothing in this article limits Seller's use, in its direct contracts with the Government, of property in which the Government has an interest.

19. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY. 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 to Seller 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 manufacture, sale or use of products by either Buyer or its customer. Buyer and/or its customer will duly notify Seller of any such claim, suit or action; and Seller will, at its own expense, fully defend such claim, suit or action on behalf of Indemnitee. Seller will have no obligation under this article with regard to any infringement arising from (a) Seller's compliance with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of products in combination with other items when such infringement would not have occurred from the use or sale of those products 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.

20. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS. Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all (a) confidential, proprietary, and/or trade secret information; (b) tangible items containing, conveying or embodying such information; and (c) tooling identified as being subject to this article and obtained, directly or indirectly, from the other in connection with this contract or other agreement referencing this contract (collectively referred to as a "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. However, despite any other obligations or restrictions imposed by this article, Buyer shall have the right to use, disclose and reproduce Seller's Proprietary Information and Materials, and make derivative works thereof, for the purposes of testing, certification, use, sale or support of any product delivered under this contract or any other agreement referencing this contract. Any such use, disclosure, reproduction or derivative work by Buyer shall, whenever appropriate, include a restrictive legend suitable to the particular circumstances. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials. 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. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this article. 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 relating to Proprietary Information and Material. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination or cancellation of this contract.

21. OWNERSHIP OF INTELLECTUAL PROPERTY.

(a) Technical Work Product. All technical work product, including, but not limited to, ideas, information, data, documents, drawings, software, software documentation, designs, specifications and processes produced by or for Seller, either alone or with others, in the course of or as a result of any work performed by or for Seller which is covered by this contract using funds paid by Buyer under this contract will be the exclusive property of Buyer and be delivered to Buyer promptly upon request.

(b) Inventions and Patents. All inventions conceived, developed, or first reduced to practice by or for Seller, either alone or with others, in the course of or as a result of any work performed by or for Seller which is covered by this contract using funds paid by Buyer under this contract, and any patents based on any such inventions (both domestic and foreign), will be the exclusive property of Buyer. Seller will (i) promptly disclose all such inventions to Buyer in written detail and (ii) execute all papers, cooperate with Buyer and perform all acts necessary or appropriate in connection with the filing, prosecution, maintenance or assignment of related patents or patent applications on behalf of Buyer.

(c) Works of Authorship and Copyrights. All works of authorship (including, but not limited to, documents, drawings, software, software documentation, photographs, video tapes, sound recordings and images) created by or for Seller, either alone or with others, in the course of or as a result of any work performed by or for Seller which is covered by this contract using funds paid by Buyer under this contract, together with all copyrights subsisting therein, will be the sole property of Buyer. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer. The copyrights in all other such works, including all of the exclusive rights therein, will be promptly transferred and formally assigned free of charge to Buyer.

(d) Pre-Existing Inventions and Works of Authorship. Seller grants to Buyer, and to Buyer's subcontractors, suppliers and customers in connection with Products or work being performed for Buyer, an irrevocable, nonexclusive, paid-up, worldwide license under any patents, copyrights, industrial designs and mask works (whether domestic or foreign) owned or controlled by Seller at any time and existing prior to or during the term of this contract, but only to the extent that such patents or copyrights would otherwise interfere with Buyer's or Buyer's subcontractors', suppliers' or customers' use or enjoyment of Products or the work product, inventions or works of authorship belonging to Buyer under this contract.

(e) Inapplicability of Article 21. In the event of any inconsistency between this article and any government contract clause incorporated by reference into this contract, the incorporated clause shall govern.

22. **RIGHTS IN SOFTWARE AND DOCUMENTATION.** Seller hereby grants to Buyer a perpetual, nonexclusive, paid-up, worldwide license to reproduce, distribute copies of, perform publicly, display publicly and make derivative works from software included in or provided with or for products (Software) and related information and materials (Software Documentation) as reasonably required by Buyer in connection with (i) the testing, certification, use, sale or support of a product or the manufacture, testing, certification, use, sale or support of any item including and/or utilizing a product or (ii) the design or acquisition of hardware or software intended to interface with Software. The license granted to Buyer under this article also includes the right to grant sublicenses to its customers as reasonably required in connection with customers' operation, maintenance, overhaul and modification of any item including and/or utilizing Software. All copies and derivative works made pursuant to the foregoing license or any sublicense to a customer will automatically become the property of Buyer or customer, and Buyer agrees to preserve Seller's copyright notice thereon to the extent that such a notice was included with the original Software and/or Software Documentation. Seller acknowledges that Buyer is the owner of all copies of Software and Software Documentation provided to or made by Buyer or customers pursuant to this contract, and Seller hereby authorizes Buyer and customers to dispose of, and to authorize the disposal of, the possession of any and all such copies by rental, lease or lending or by any other act or practice in the nature of rental, lease or lending.

23. **GRATUITIES.** Seller warrants that neither it nor any of its employees, agents or representatives have offered or given any gratuities to Buyer's employees, agents or representatives for the purpose of securing this contract or securing favorable treatment under this contract.



24. OFFSET CREDITS.

(a) To the exclusion of all others, Buyer or its assignee shall be entitled to all industrial benefits or offset credits which might result from this contract. Seller shall provide documentation or information which Buyer or its assignee may reasonably request to substantiate claims for industrial benefits or offset credits.

(b) Seller agrees to use reasonable efforts to identify the foreign content of goods which Seller either produces itself or procures from other companies for work directly related to this contract. Promptly after selection of a foreign subcontractor for work under this contract, Seller shall notify Buyer of the name, address, subcontract point of contact (including telephone number) and dollar value of the subcontract.

25. UTILIZATION OF SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS AND WOMEN-OWNED SMALL BUSINESS CONCERNS. To support Buyer's policy, Seller agrees to subcontract with small business, small disadvantaged business and women-owned small business concerns to the maximum extent practical.

26. RIGHTS AND REMEDIES. Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this contract, or in exercising any rights or remedies under this contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. The rights and remedies set forth in this contract are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

27. COMPLIANCE WITH LAWS. Seller shall comply with all applicable statutes and government rules, regulations and orders, including those pertaining to United States Export Controls.

28. GOVERNING LAW. This contract shall be governed by the laws of the State of Washington. No consideration shall be given to Washington's conflict of laws rules. This contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

29. GOVERNMENT CLAUSES. Government clauses applicable to this contract are incorporated herein either by attachment to this document or by some other means of reference.

### **30. SUSPENSION OF WORK.**

(a) Buyer's Authorized Purchasing Representative may, by written order, suspend all or part of the work to be performed under this contract for a period not to exceed 100 days. Within such period of any suspension of work, Buyer shall (i) cancel the suspension of work order; (ii) terminate this contract in accordance with the article entitled "Termination for Convenience," (iii) cancel this contract in accordance with the article entitled "Cancellation for Default," or (iv) extend the stop work period.

(b) Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both, if (i) this contract is not canceled or terminated, (ii) the suspension results in a change in Seller's cost of performance or ability to meet the contract delivery schedule; and (iii) Seller submits a claim for adjustment within 20 days after the suspension is canceled.

31. ENTIRE AGREEMENT. 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. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Buyer's Authorized Purchasing Representative and an authorized representative of Seller.