

**THE BOEING COMPANY SPECIAL PROVISIONS
BAILMENT AGREEMENT SP2**

Agreement No.: _____

This Bailment Agreement ("Agreement") entered into as of the _____ day of _____ 20, _____, between
_____. ("Bailor") and
* _____ . ("Bailee").

**Insert "The Boeing Company" or a subsidiary name into one of these blank spaces, as appropriate.*

Bailor hereby loans to Bailee the property described below, hereinafter called "bailed property."

1. The bailed property consists of:
2. Bailee may use the bailed property for the following purposes:
3. The bailed property will be shipped F.O.B. ** _____ plant to _____
_____. Dept. _____ . Attention: _____ and returned to Bailor
F O B ** _____ plant on or before _____
***Insert "Bailor's or "Bailee's, as appropriate.*
4. Title to the bailed property shall remain with Bailor. Bailee shall not sell, mortgage, encumber, or otherwise subject the bailed property to any legal process without Bailor's consent.
5. Bailor hereby grants a nonexclusive license to use any software and documentation provided in conjunction with the bailed property. This license includes the right to make archival and backup copies of the software in support of such use.
6. The bailed property shall be returned in its original condition, ordinary wear and tear excepted. Unless otherwise provided herein, Bailee may modify the bailed property, provided that it is restored substantially to its original condition, prior to its return to Bailor. Bailee shall, to the extent reasonably required, be responsible for normal maintenance of the bailed property, exclusive of replacement parts and calibration.
7. The Parties agree that Bailee shall not be liable to Bailor for any damages to the bailed property arising out of Bailee's possession, operation or return of the bailed property in accordance with the terms of this Agreement, unless such damages are caused by Bailee's negligent, reckless or intentional actions. Notwithstanding the foregoing, neither party shall be liable for incidental or consequential damages of any kind; neither shall Bailee be liable to Bailor or to any third party for any damages arising out of Bailor's handling of the bailed property, or for damages resulting from inherent defects in the property.
8. Neither party, without the other party's prior written approval, shall release any publicity, advertisement, news release, or denial or confirmation of same, in whatever form, regarding any aspect of this Agreement or the program to which it pertains.
9. Bailee shall keep confidential and otherwise protect from disclosure all information and property obtained from Bailor in connection with this Agreement that is identified as Confidential or Proprietary. Unless otherwise expressly authorized herein or unless this Agreement is amended, Bailee shall use such information and property, and the features thereof, only in the performance and for the purpose of this Agreement. Upon Bailor's request, and in any event upon the completion, termination or cancellation of this Agreement, Bailee shall return all such information and property to Bailor or make such other disposition thereof as is directed by Bailor. In all lower tier subcontracts issued by Bailee that involve a subcontractor's receipt of such information or property, Bailee shall acquire for Bailor the same rights and protection as contained in this paragraph.
10. Bailor shall be liable for all taxes assessed against the bailed property while in the possession of Bailee.
11. This Agreement shall not be construed as an agreement between the parties to have any future business dealings.
12. This Agreement shall be governed by the laws of the State of Washington. No consideration shall be given to Washington's conflict of laws rules. This Agreement excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

BAILOR

BAILEE

By: _____

By: _____