

EXHIBIT A

**SATELLITES
GOVERNMENT PROVISIONS
APPLICABLE TO
PRIME CONTRACT MCB/40-0121**

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31. If this contract is for the procurement of commercial items, as defined in FAR Part 2.101, see Section 3 below.

1. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1995). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c) (1)) (JUL 1995). Buyer may withhold sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2003). This clause applies only if this Contract exceeds \$100,000. Paragraph (c)(4) is modified to read as follows: "(c)(4) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor.

52.204-2 Security Requirements (AUG 1996). "Changes clause" means the changes clause of this contract. This clause applies only if access to classified material is required.

52.208-8 Helium Requirement Forecast and Required Sources of Supply for Helium (JUN 1997). This clause only applies if helium is required.

52.211-5 New Material (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (SEP 1990). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (JUN 1999). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-11 Price Reduction For Defective Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."

52.215-13 Subcontractor Cost or Pricing Data – Modifications (OCT 1997). This clause applies only if this contract exceeds \$550,000 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (DEC 1998). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (OCT 2000).

52.219-9 Small Business Subcontracting Plan (JAN 2002). In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$500,000. and Seller is not a small business concern.

52.222-1 Notice to Government of Labor Disputes (FEB 1997). "Contracting Officer" shall mean Buyer.

52.222-20 Walsh-Healy Public Contracts Act (DEC 1996). This clause applies only if this contract exceeds \$10,000.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-28 Equal Opportunity Preaward Clearance of Subcontracts. (APR 1984). This clause applies only if this contract exceeds \$1,000,000.

52.222-35 Equal Opportunity for Special Disabled, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Workers With Disabilities (JUN 1998). This clause applies only if this contract exceeds \$ 10,000.

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001). This clause applies only if this contract exceeds \$25,000.

52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997). This clause applies only if Seller delivers hazardous material under this contract.

52.223-14 Toxic Chemical Release Reporting (excluding subparagraph (e)) (OCT 2000). This clause applies only if this contract exceeds \$100,000 (including all options).

52.225-8 Duty-free Entry (FEB 2000). This clause applies only if this contract identifies supplies to be afforded duty-free entry or if foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States. For the purposes of this clause, the blanks in paragraph (g)(3) are completed as follows: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE, Duty-free entry is claimed pursuant Section XXII, Chapter 98, Subchapter VIII, Item No. 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at port of entry, the importer or authorized agent will notify Commander, Defense Contract Management Area Operations (DCMAO, New York, 201 Varick Street, New York, New York, 10014-4811, Attention DCRN-NCT) for execution of Customs Forms 7501, 7501-A, or 7506 and required duty free entry certificates.

52.225-13 Restrictions on Certain Foreign Purchases (JUN 2003).

52.227-1 Authorization and Consent (JUL 1995).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996). A copy of each notice sent to the Government will be sent to Buyer. "Contracting Officer" shall mean "Buyer". This clause applies only if this contract exceeds \$100,000.

52.227-10 Filing of Patent Applications - Classified Subject Matter (APR 1984). This clause applies only if this contract will involve access to classified information.

52.227-11 Patent Rights - Retention by the Contractor (Short Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.227-12 Patent Rights - Retention by the Contractor (Long Form) (JUN 1997). This clause only applies if this Contract is for experimental, developmental, or research work and Seller is other than a small business firm or nonprofit organization.

52.227-14 Rights in Data — General (JUN 1997). This clause applies only if data will be produced, furnished or acquired under this contract.

52.230-6 Administration of Cost Accounting Standards (NOV 1999). Add "Buyer and the" before "Contracting Officer in paragraph (f). This provision applies if Clause H002 is included in Buyer's contract.

52.244-5 Competition in Subcontracting (DEC 1996)

52.244-6 Subcontracts for Commercial Items (APR 2003)

52.245-2 Government Property (Fixed Price Contracts) (JUN 2003). This clause is not applicable if this contract incorporates Form GP4. "Government" shall mean Government throughout except the first time it appears in paragraph (f) when "Government" shall mean the Government or the Buyer.

52.247-63 Preference for U.S.-Flag Air Carriers (JAN 1997). This clause only applies if this contract involves international air transportation.

52.247-64 Preference for Privately-Owned U.S. Flag Commercial Vessels (JUN 97), Alternate I (APR 1984).. In paragraph (C)(2) "20" and "30" are changed to 10 and 20 respectively.

2. DoD Contracts. If this Contract is placed under a Department of Defense Contract, the following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted. Unless otherwise provided, the clauses are those in effect as of the date of this contract.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (MAR 1999). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

252.209-7000 Acquisition From Subcontractors Subject to On-site Inspection Under the Intermediate-Range Nuclear Forces Treaty (NOV 1995). This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components.

252.223-7001 Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.

252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7015 Technical Data - Commercial Items (NOV 1995). This clause applies only if the delivery of data is required for commercial items under this contract.

252.227-7016 Rights in Bid or Proposal Information (JUN 1995).

252.227-7018 Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program (JUN 1995). This clause applies only if the delivery of noncommercial technical data or computer software to the Government is required under Buyer's prime contract.

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999). This clause applies only if the delivery of data is required by this contract.

3. If goods or services being procured under this contract are for commercial items, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.219-8 Utilization of Small Business Concerns (OCT 2000). Include in all subcontracts that offer further subcontracting opportunities. If a subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), Seller and any lower tier subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (subparagraph (b)(1) through (11)) (APR 2002).

52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (Dec 2001). This clause applies only if this contract exceeds \$25,000.

52.222-36 Affirmative Action for Handicapped Workers (JUN 1998). This clause applies only if this contract exceeds \$10,000.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003). This clause only applies if this contract is (i) a contract or agreement for ocean transportation services; or a construction contract; or (ii) the supplies being transported are (a) Items the Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or (b) shipped in direct support of U.S. military (1) contingency operations; (2) exercises; or (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

4. Cost Accounting Standards (As Applicable)

- (1) FAR 52.230-2, Cost Accounting Standards (APR 1998)
- (2) FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (APR 1998)
- (3) FAR 52.230-4, Consistency in Cost Accounting Practices (AUG 1992)
- (4) FAR 52.230-5, Cost Accounting Standards – Educational Institution (APR 1998)

5. The following prime contract special provisions apply to this purchase contract:

A. Identification of Restricted Rights Computer Software.

The Seller is requested to identify in their proposal, to the extent feasible, any computer software which was developed at private expense for which the Seller desires to negotiate restricted rights, and to state the nature of the proposed restrictions. If no such computer software is identified, it will be assumed that all deliverable computer software will be subject to unlimited rights.

B. Disclosure of Foreign Interest in United States Domestic Concern.

- (I) It is a material condition of this purchase contract award that the Seller shall promptly disclose to the Boeing Procurement Agent any and all information to Boeing pertaining to any interest of a foreign ownership, control, or influence nature in the Seller by any foreign source whatsoever, even if such influence is not exerted to the extent specified in paragraph (II). This shall be a condition precedent to contract award. Additionally, the Seller shall promptly disclose to the Boeing Procurement Agent if such a relationship shall develop at any time during this purchase contract's duration or has come to Boeing's attention subsequent to execution of this purchase contract.
- (II) Definitions: For the purpose of this provision, the following definitions shall be deemed conclusive, unless provided otherwise therein.
 - (a) "foreign" – in the case of a natural person, one who is a citizen of any country other than the United States. In the case of any other entity, one whose principal source of income, or actual control, is in or exerted from any country other than the United States.
 - (b) "interest" – beneficial or legal ownership by a single foreign interest of 5 percent or more of the organization's securities or ownership by multiple foreign owners equaling 25 percent, or beneficial or legal foreign ownership of any debt or debt security of the Seller by one or more foreign persons or entities, or beneficial or legal foreign ownership of any debt or debt security of the Seller whose owner or possessor is entitled to any right of inspection of the Seller's books or to exercise any control or limitation over the Seller's business.
 - (c) "control" – membership on the board of directors or any officer of the Seller of any foreign citizen, or of any other person who represents in any capacity any foreign entity.
- (III) The Seller shall, in any case in which it believes that foreign influence exist or is being sought to be obtained over its affairs, or the affairs of a subcontractor, promptly notify the Boeing Procurement Agent of all the pertinent facts, even if such influence is not exerted to the degree specified in paragraph (II).

- (IV) For United States domestic suppliers, it is a material condition of this purchase contract that the Seller shall remain free from foreign ownership, control, or influence as herein defined in paragraph (II). The Seller hereby agrees that acquisition of such interest may be a basis for termination of this purchase contract. If such a condition is created through no act or omission of the Seller, the termination shall be for the convenience of Boeing. However, if the acquisition of such interest has been brought about by an act or omission on the part of the Seller, such shall be deemed to be an act of default and the remedies of the parties determined accordingly.
- (V) Breach of any of the warranties, agreements and undertakings of this clause may be regarded as a material breach of the purchase contract, and no implied or express waiver of this clause may be created by any action or inaction on the part of Boeing, unless such is expressly provided in writing.

C. Non-publicity.

It is a material condition of this purchase contract that the Seller shall not use or allow to be used any aspect of this purchase contract for publicity or advertisement purposes. It is further understood that this obligation shall not expire upon completion or termination of this purchase contract, but will continue indefinitely. The Seller may request a waiver or release from Boeing, but shall not deviate there from unless authorized to do so in writing by the Boeing Procurement Agent. The Seller shall make no news releases pertaining to this solicitation without prior written approval from the Boeing Procurement Agent.

D. Requirement for Technical Data Certification.

The Seller shall submit with their offer a certification as to whether they have delivered or are obligated to deliver to the U.S. Government under any contract or subcontract, the same or substantially the same technical data included in their offer. If so, the Seller shall identify one such contract or subcontract under which such technical data was delivered or will be delivered or will be delivered, and the place of such delivery.

E. Timely Notice of Litigation.

(1) The Seller hereby agrees to immediately give notice to the Boeing Procurement Agent of any anticipated or current litigation involving or in any way relating to this purchase contract or pertinent subcontracts. Said notice shall include all relevant information with respect thereto.

(2) The Seller agrees to insert this requirement to any lower-tier subcontract under this purchase contract. In the event of litigation, the Seller shall immediately notify the Boeing Procurement Agent of all relevant information with respect to such litigation.

F. Property in Possession of Seller.

(1) Unless stated otherwise in this purchase contract, all Boeing-furnished property (including material) is U.S. Government-owned.

(2) All property (including material) delivered under this purchase contract, will be U.S. Government-owned upon acceptance by Boeing, delivery to Boeing, or reimbursement of Seller's cost of the property by Boeing, whichever comes first.

F. Organizational Conflict of Interest: General.

(1) The Seller warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the Seller warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.

(2) The Seller agrees that if an organizational conflict of interest with respect to this purchase contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Boeing Procurement Agent. Such notification shall include a description of the action which the Seller has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The Seller shall continue performance until notified by the Boeing Procurement Agent of any contrary actions to be taken. The Boeing Procurement Agent may, however, terminate the purchase contract for its convenience if it deems such termination to be in the best interest of Boeing or the U.S. Government.

(3) If the Seller was aware of an organization conflict of interest before award of this purchase contract or did not fully disclose the conflict to the Boeing Procurement Agent, Boeing may terminate the purchase contract for default.

(4) The Seller shall insert a clause containing all the terms and conditions of this clause in all lower-tier subcontracts for work to be performed similar to the services provided by the Seller, and the terms "Purchase Contract", "Seller", and "Boeing Procurement Agent" modified appropriately to preserve the rights of Boeing and the U.S. Government.

(5) Before a purchase contract modification is made that adds new work or significantly increases the period of performance, the Seller shall agree to submit either an organizational conflict of interest disclosure or representation or update of a previously submitted disclosure or representation, if requested by the Boeing Procurement Agent.

(6) Seller further agrees that Boeing and/or the U. S. Government may periodically review the Seller's compliance with these provisions or require such self-assessments or additional certifications as Boeing or the U.S. Government deems appropriate.

G. Intention to Use Consultants.

(1) The U.S. Government and possibly Boeing intends to utilize the services of non-government organizations in technical, advisory and consulting roles for overall technical, advisory and consulting roles for overall technical review of the activities covered by this purchase contract. Although the consultants shall not have the right of technical direction, they may from time to time attend technical reviews, participate in technical interchange meetings, observe national proceeding, witness fabrication and assembly, and monitor testing within Boeing and/or Seller's facilities. Such consultants will be involved in providing advise to Boeing and the U.S. Government concerning viability of technical approaches, utilization of acceptable procedures, value and results of tests, and the like. The consultants will thus require access to program-related Seller facilities and documentation. Seller proprietary data shall not be made available to consultants unless and until protection agreements have been generated between the consultant and the Seller and evidence of such agreement made available to the Boeing Procurement Agent. Seller proprietary cost and accounting will not be available to consultant organizations.

(2) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment.

H. Seller's Compliance With Environmental, Occupational Safety and Health, and System Safety Requirements (OCT 1997)

(1) In performing work under this purchase contract, the Seller shall comply with:

- (a) All applicable Federal, State, and local environmental, occupational safety and health, and system safety laws, regulations, policies and procedures in effect as of the date the purchase contract is executed.
- (b) Any regulations, policies and procedures in effect at any Boeing and/or U.S. Government facility where work will be performed.
- (c) Any purchase contract specific requirements; and
- (d) Any Boeing Procurement Agent direction.

(2) Conflicting Requirements. The Seller shall provide written notification to the Boeing Procurement Agent of any conflicts in requirements. The notification will describe the conflicting requirements and their source; provide an estimate of any impact to the purchase contract's cost, schedule, and any other terms and conditions; and provide a recommended solution. The notification will also identify any external organizations that Boeing or the Seller may have to coordinate with in order to implement the solution. The Boeing Procurement Agent will review the notification and provide written direction. Until the Boeing Procurement Agent issues that direction, the Seller will continue performance of the purchase contract, to the extent practicable, giving precedence in the following order to requirements that originate from:

- (a) Federal, state, and local laws, regulations, policies and procedures;
- (b) U.S, Government facility regulations, policies and procedures; and
- (c) Purchase Contract specific direction.

(3) Material Condition of Purchase Contract. Environmental, occupational safety and health, and system safety requirements are a material condition of this purchase contract. Failure of the Seller to maintain and administer an environmental and safety program that is compliant with the requirements of this purchase contract shall constitute ground for termination for default.

(4) The Seller shall include this clause in all its lower-tier subcontracts.

I. Insurance. (This clause shall take precedent over any other clause contained in this purchase contract, if a conflict should arise.)

(1) WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Seller shall comply with the applicable Federal and State worker's compensation and occupational disease states. If occupational diseases are not compensable under those states, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with Seller commercial operations that it would not be practical to require this coverage. Employer liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) GENERAL LIABILITY INSURANCE. Bodily injury liability insurance coverage written on the comprehensive form of a policy of at least \$500,000 per occurrence is required.

(3) AUTOMOBILE LIABILITY INSURANCE. Automobile liability insurance written on the comprehensive form of a policy is required. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the purchase contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) AIRCRAFT PUBLIC AND PASSENGER LIABILITY INSURANCE. When aircraft are used in connection with performing the purchase contract, aircraft public and passenger liability insurance coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

J. Approval to Acquire ADPE.

(1) General Requirement. Boeing Procurement Agent approval is required prior to the purchase or lease of automatic data processing equipment (ADPE) when the cost of such a transaction is directly charged to this purchase contract.

(2) Approval Process. A written request must be submitted to the Boeing Procurement Agent fully describing the ADPE wished to be purchased and why this purchase is necessary to fulfilling this purchase contract. Until Seller receives approval from the Boeing Procurement Agent to make the purchase, any action taken to purchase the ADPE is strictly at the Seller's risk.

(3) Leasing. Prior to leasing ADPE, which lease would be chargeable to this purchase contract, the Seller shall also provide the Boeing Procurement Agent with a lease vs. buy analysis that demonstrates the cost to lease the ADPE, during its anticipated useful life, will be less than the cost to purchase the ADPE.

K. Authority and Designation of a Buyer's Technical Representative (BTR).

(1) Authority. Performance of this purchase contract is subject to the technical guidance, supervision and approval of the Boeing Procurement Agents or a designated BTR. As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the purchase contract. In addition, and unless specified else where in this purchase contract, the authority of the designated BTR is specifically limited to the technical administration of this purchase contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if Cost-Reimbursement), schedule and technical requirements of the purchase contract.

(2) Designation. Designation of a BTR will be accomplished by issuance of a letter, signed by the Boeing Procurement Agent. One copy of the letter, with reference to this clause, will be provided to the Seller.

(3) Notification. The Boeing Procurement Agent is the only representative of Boeing authorized to negotiate, enter into, modify or take any other action with respect to purchase contracts. Therefore, no other employee or other representative has the authority to initiate a course of action which may alter the terms or conditions of this purchase contract. All revisions to specifications, requirements or informal commitments which may involve a change in the total cost/price, scope, delivery schedule or legal aspects of this purchase contract must be accomplished by change order or supplemental agreement, to be negotiated and signed by the Boeing Procurement Agent. Should any action by personnel (other than the Boeing Procurement Agent) which implies a commitment on the part of Boeing which would effect the terms of this purchase contract, the Seller must notify the Boeing Procurement Agent and obtain approval prior to proceeding. Otherwise, the Seller proceeds at its own risk.