

## SUPPORT SERVICES AGREEMENT

In consideration of the mutual promises herein contained, Buyer and Seller agree as follows:

### 1. SCOPE OF SERVICES

During the term of this Agreement, Seller shall furnish the services set forth in the Schedule, attached hereto and made a part hereof. Such services shall be performed by individuals as employees of Seller, an independent contractor, and not as employees of Buyer. If the services are to be performed at Buyer's plant, Seller's employees shall abide by all rules established by Buyer.

### 2. TERM OF AGREEMENT

The TERM OF THIS Agreement shall be as set forth in the Schedule.

### 3. BILLING AND PAYMENT

3.1 As compensation for services to be performed by Seller hereunder, Buyer shall pay Seller at the rates set forth in the Schedule and to the extent, if any, expressly provided for in the Schedule, reimbursements for certain costs, such as travel expenses incurred in the performance of services hereunder. Buyer shall not have any liability for any other expenses or costs incurred by Seller hereunder, unless otherwise provided in the Schedule.

3.2 Seller shall bill Buyer at monthly intervals, or as otherwise specified in the Schedule. Invoices shall be mailed to The Boeing Company, 6633 Canoga Avenue, P.O. Box 7922, Canoga Park, CA 91309-7922, Attention Accounts Payable, Dept. 924, NB16.

3.3 Each invoice submitted by Seller will:

- a. Provide complete supporting detail, including name(s) of person(s) who performed the services, dates of services, hours or days worked and billing rates;
- b. Identify the task and completion date if this Agreement is based upon a fixed sum payment.
- c. Be accompanied by (i) an itemized listing of amounts claimed, (ii) pertinent information relative to the expenses, and (iii) receipts, to document the expenses when reasonably available.

3.4 Seller shall not take any action hereunder which could cause the amount for which Buyer would be obligated to Seller to exceed the sum as set forth in the Schedule. Seller shall advise Buyer in writing when the cumulative billable value of fees for services and authorized expenses, if any, are equal to seventy-five percent (75%) of the aforesaid sum. Notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to pay to Seller any amount in excess of the aforementioned sum, provided however, that this sum may be increased from time to time by Buyer in writing.

### 4. PUBLICITY

Seller shall not, without the prior written consent of Buyer, in any manner advertise or publish the fact that Buyer has entered into this Agreement with Seller.

### 5. ASSIGNMENT AND SUBCONTRACTING

Performance of this Agreement may not be subcontracted in whole nor assigned without, in each case, the prior written consent of Buyer.

### 6. TERMINATION

Buyer shall have the right to terminate this Agreement or any part thereof at any time:

- (a) Without Cause--In case of termination by Buyer of all or any part of this Agreement without cause, any termination claim must be submitted to Buyer within sixty (60) days after the effective date of termination. The provisions of this subparagraph shall not limit or affect the right of Buyer to terminate this Agreement for cause and shall not apply to a termination for cause.
- (b) For Cause--If Seller fails to make any delivery in accordance with the agreed delivery date or schedule or otherwise fails to observe or comply with any of the other instructions, terms, conditions or warranties applicable to this Agreement or fails to make progress so as to endanger performance of this Agreement or in the event of any proceedings by or against Seller in bankruptcy or insolvency or appointment of a receiver or trustee or an assignment for the benefit of creditors, Buyer may, in addition to any other right or remedy provided by this Agreement or by law, terminate all or any part of this Agreement by telegraphic or other written notice to Seller without any liability by Buyer to Seller on account thereof.

Buyer may require a financial statement from Seller at any time during the term of this Agreement for the purpose of determining Seller's financial responsibility. In the event of termination for cause, Buyer may produce or purchase or otherwise acquire articles elsewhere on such terms or in such manner as Buyer may deem appropriate and Seller shall be liable to Buyer for any excess cost or other expenses incurred by Buyer.

## 7. CHANGES

Buyer, within the general scope of this Agreement, may, at any time, by written notice to Seller, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price and time of performance, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

## 8. NOTICES

Any notice or order provided for in this Agreement shall be considered as having been given by either party if mailed by certified mail, postage prepaid to the address on this Agreement.

## 9. COMPLIANCE WITH LAWS

To the extent applicable hereto, Seller shall in the performance of this Agreement comply with: The Fair Labor Standards Act of 1938 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours and Safety Standards Act - (40 U.S.C. 327-333); laws prohibiting the use of convict labor; and all other applicable federal, state and local laws; and all regulations and orders issued under any applicable law. Seller will notify Buyer immediately if Seller's work for Buyer becomes the subject of a government audit or investigation. Seller will promptly notify Buyer if Seller is indicted, suspended or debarred. Seller represents that seller has not been convicted of fraud or any other felony arising out of a contract with the Department of Defense, as described in more detail in 10 U.S.C. 2408. Seller is aware of the requirements of the Byrd Amendment, Section 319 of P.L. 101-121. In carrying out the work required hereunder, Seller agrees not to make any communication to or appearance before any person in the Executive or Legislative branches of the Federal government for the purpose of influencing or attempting to influence any such persons in connection with the award, extension, continuation, renewal, amendment or modification of any Federal contract for the benefit of Buyer. Seller may perform professional or technical services that are rendered directly in the preparation, submission or negotiation activities preceding award to Buyer of a Federal contract or to meet requirements imposed by law as a condition for receiving the award but only to the extent specifically detailed in the statement of work. Professional and technical services are limited to advice and analysis directly applying Seller's professional or technical discipline.

## 10. INSURANCE, INDEMNITY AND LIABILITY

Seller shall carry Workers' Compensation and Comprehensive General Liability Insurance (including Products, Contractual, and Automobile Liability) in such form as to protect Seller and Buyer, its directors and officers, and the agents and employees of Buyer as additional insureds from any claims or damages for bodily injury, including death, and any damage to property which may arise from acts or omissions of Seller under this Agreement. Seller shall furnish Buyer with a certificate of insurance evidencing limits of liability not less than \$1 million combined single limit per occurrence for bodily injury (including death) and property damage. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by Buyer and shall not be canceled or materially reduced without thirty (30) days prior written notice to Buyer. Seller agrees to waive any rights of subrogation Seller or Seller's insurers may have against Buyer under the applicable Worker's Compensation Law.

Seller hereby indemnifies and holds Buyer, its directors, officers, agents and employees, harmless against any and all claims, actions or demands against Buyer, its directors, officers, agents and employees and against any and all damages, liabilities or expenses, including counsel fees, for injury to or death of any person and for loss of or damage to any and all property, arising out of the acts or omissions of Seller under this Agreement.

#### 11. STANDARDS

All services hereunder shall be performed by employees or agents of Seller who are experienced and highly skilled in their profession and in accordance with the highest standards of workmanship in their professions.

#### 12. RECORDS

Buyer shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Seller involving transactions related to this Agreement.

#### 13. PATENT AND DATA RIGHTS

All information and data, regardless of form, generated in the performance of or delivered under this Agreement, as well as any information provided to Seller by Buyer, shall be and remain the sole property of Buyer. Seller shall keep all such information and data in confidence and not disclose or use it for any purpose other than in performing this Agreement, except with Buyer's prior written approval. In the event that the copyright in any data and information generated in the performance of this Agreement does not vest in Buyer by law, Seller hereby agrees to assign and assigns to Buyer the copyright in all such data and information.

Seller assigns to Buyer the entire right, title, and interest, worldwide, in any invention or patent thereunder conceived or first actually reduced to practice in performing this Agreement. Seller grants Buyer the royalty-free, non-exclusive, worldwide, irrevocable license to make, use and sell any invention which is not conceived or first actually reduced to practice in performing this Agreement, but which is described or incorporated in anything furnished to Buyer in connection with this Agreement.

In connection with actual inventions or patents conceived or first actually reduced to practice in connection with this Agreement, Seller will furnish Buyer with information sufficient to file and prosecute patent applications, and will execute all documents incident to such filing and prosecution and, in connection with the license granted under this Agreement, Seller will furnish information sufficient to enable Buyer to avail itself of such license.

Final payment shall not be due hereunder until after receipt by Buyer of such complete invention information, or certification that there is no such information, and receipt of all information and data which is the property of Buyer.

These obligations shall survive the termination of this Agreement. If this agreement is placed under a Government contract, the Patent and Data Rights provisions of such contract attached hereto, shall be the governing provisions.

14. U.S. EXPORT CONTROL LAWS AND REGULATIONS

Seller, for itself and any of its employees and agents who may be given access by Seller to technical information of Buyer, or who may be provided access to Buyer's premises in carrying out the services to be provided by Seller under this Agreement, acknowledges its obligations to control access to such technical information and to ensure that such access does not result in a violation of the U.S. Export Control Laws and Regulations.

15. CONFIDENTIALITY

Seller shall preserve as confidential all information pertaining to Buyer's business and all technical and proprietary information obtained from Buyer in the performance of this Agreement. Seller further agrees that any data and information generated or delivered in the performance of this Agreement and any information and data furnished by The Boeing Company shall (1) be kept in confidence and not be disclosed to third parties without the prior written approval of Buyer, and (2) shall not be used in the production, manufacture or design of any article or material, except as otherwise provided herein, without Buyer's prior written consent; and this obligation, Seller agrees, shall survive the termination or expiration of this Agreement. Seller shall deliver all data and information to Buyer upon Buyer's request and, in any event, upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery.

16. DISPUTES

Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, Seller shall proceed diligently with the performance of this Agreement in accordance with the decision of Buyer.

17. UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS AND LABOR SURPLUS AREA CONCERNS

To support Government policy as declared by the Congress, and as consistent with the efficient performance of this Agreement, Seller agrees to accomplish a maximum amount of subcontracting to small business, small disadvantaged business and women-owned small business concerns, and to use its best efforts to place subcontracts hereunder with subcontractors who will perform such subcontracts substantially in areas of persistent or substantial labor surplus when it can be done at prices no higher than are obtainable elsewhere observing exemptions and preferential order established by applicable Government regulations.

18. NOTICE TO BUYER OF LABOR DISPUTES

- (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer.
- (b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Agreement; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the Seller of all relevant information with respect to such dispute.

19. EVIDENCE OF CITIZENSHIP OR IMMIGRANT STATUS

Buyer may be required to obtain information concerning citizenship or immigrant status of subcontractor personnel entering the premises of Buyer. Seller agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on Buyer's premises. Information submitted by Seller shall be certified by an authorized representative of Seller as being true and correct.