Instructions for Unilateral Linking Agreement

Congratulations *Boeing Performance Excellence Award* Recipient!

To recognize your company's outstanding achievement, Boeing plans to publish a list of Boeing Performance Excellence Award winners in industry publication(s) and to provide a link to your company website from the Boeing external web site. Written authorization from a duly authorized representative of your company is required to enable us to provide these benefits.

Please download, sign and return the following Unilateral Linking Agreement to:

BPEA Program
5301 Bolsa Avenue
Huntington Beach, CA 92647
Mail Code: H014-C473

Send email confirmation of mailing to: sandra.l.poole@boeing.com

This authorization is not required to maintain your status as a Boeing Performance Excellence Award recipient. It is required only to enable Boeing to provide the benefits noted above. To ensure you receive the maximum benefit and exposure from your status as a Boeing Performance Excellence Award winner, your signed authorization must be received by January 31, 2008.

UNILATERAL LINKING AGREEMENT

This Linking Agreement ("Agreement"), dated as of _____ [fill in effective date], is made between _____[fill in *Boeing Performance Excellence Award* recipient name], a _____[fill in LLC, CORPORATION, Gmbh] organized under the laws of the _____ [insert State, Country] with its principal place of business at _____ [fill in correct location], and The Boeing Company, a Delaware Corporation ("BOEING"). *Boeing Performance Excellence Award* recipient and BOEING hereby agree as follows:

1. Links to *Boeing Performance Excellence Award* Recipient Web Site

BOEING shall have the right, but not the obligation, to establish hyperlinks between the BOEING web site at www.boeing,com and the *BOEING PERFORMANCE EXCELLENCE AWARD* recipient homepage web site at_____[fill in website URL*]*. *BOEING PERFORMANCE EXCELLENCE AWARD* recipient will provide BOEING with technical specifications to use in linking to the *BOEING PERFORMANCE EXCELLENCE AWARD* recipient homepage.

2. *BOEING PERFORMANCE EXCELLENCE AWARD* Recipient Responsibilities

2.1 *BOEING PERFORMANCE EXCELLENCE AWARD* recipient will be solely responsible for the development, operation, and maintenance of its web site and for all materials that appear therein or which are provided for use on the BOEING web site, including, without limitation: (a) the technical operation of its web site and all related equipment; (b) creating and posting product information and descriptions on its web site; (c) the accuracy and appropriateness of materials posted on or incorporated into its web site or provided for use on the BOEING web site (including, among other things, all product-related materials); (d) ensuring that materials posted on or incorporated into its web site or provided for use on the BOEING web site do not violate or infringe upon the rights of any third party (including, without limitation, copyrights, trademarks, trade secrets, privacy or other personal or proprietary rights); (e) and ensuring that materials posted on or incorporated into its web site or provided for use on the BOEING web site are not libelous, do not violate privacy standards, and comply with all applicable laws and regulations.

2.2 *BOEING PERFORMANCE EXCELLENCE AWARD* recipient shall be solely responsible for all taxes, fees, registrations, and the like, stemming from transactions, sales, et cetera, via its web site.

3. Compliance

Users who link to the *BOEING PERFORMANCE EXCELLENCE AWARD* recipient web site through the BOEING web site will be deemed users solely of *BOEING PERFORMANCE EXCELLENCE AWARD* recipient for all purposes. *BOEING PERFORMANCE EXCELLENCE AWARD* recipient shall be liable for any claims, actions, liabilities, allegations, attorney fees, damages, fines, penalties, costs and/or expenses (collectively "Claims") arising out of such user relationship and this Agreement, including without limitation: (1) the use by users of the information on the *BOEING PERFORMANCE EXCELLENCE AWARD* recipient web site; (2) the compliance of *BOEING PERFORMANCE EXCELLENCE AWARD* recipient with all applicable laws and regulations related thereto; and (3) and the operation or content of the *BOEING PERFORMANCE EXCELLENCE AWARD* recipient web site. *BOEING PERFORMANCE EXCELLENCE AWARD* recipient shall indemnify, defend and hold BOEING and its subsidiaries, affiliates and their directors, officers, employees and agents harmless from any and all such Claims. BOEING is providing these links to the *BOEING PERFORMANCE EXCELLENCE AWARD* recipient web site solely as an accommodation to *BOEING PERFORMANCE EXCELLENCE AWARD* recipient and shall have no liability to *BOEING PERFORMANCE EXCELLENCE AWARD* recipient or any third party arising out of or related to this Agreement. In connection with any indemnification described in this Section, BOEING (a) will give *BOEING PERFORMANCE EXCELLENCE AWARD* recipient prompt written notice of the claim, (b) will cooperate with *BOEING*

PERFORMANCE EXCELLENCE AWARD recipient (at *BOEING PERFORMANCE EXCELLENCE AWARD* recipient's expense) in connection with the defense and settlement of the claim, and (c) will permit *BOEING PERFORMANCE EXCELLENCE AWARD* recipient to control the defense and settlement of the claim, provided that *BOEING PERFORMANCE EXCELLENCE AWARD* recipient may not settle the claim without BOEING's prior written consent (which will not be unreasonably withheld). Further, BOEING (at its cost) may participate in the defense and settlement of the claim.

4. Licenses - *BOEING PERFORMANCE EXCELLENCE AWARD* recipient hereby grants to BOEING a world-wide, non-exclusive, non-transferable, royalty-free license to use the *BOEING PERFORMANCE EXCELLENCE AWARD* recipient trade names, service names, trade dress, copyrights, logos, trademarks, and service marks that may from time to time be supplied by *BOEING PERFORMANCE EXCELLENCE AWARD* recipient on the BOEING web site and literature promoting the recipient's excellence award.

5. Term, Termination, Survival - The term of this Agreement will begin on the Effective Date and will continue until either party terminates this Agreement on thirty (30) days written notice. Articles 2, 3, 5, and 6 shall survive termination of this Agreement.

6. General Provisions

The parties are entering this Agreement as independent contractors, and this Agreement will not be construed to create a partnership, joint venture or any other relationship between them. This Agreement will be binding on and enforceable by the parties and their respective successors and assigns. This Agreement: (a) represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreements or understandings regarding such subject matter; (b) may be waived, amended or modified only by a written instrument signed by a duly authorized agent of each party; (c) may not be assigned by either party without the consent of the other and; (d) will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to its choice of law rules. Any action or dispute relating to this Agreement must be brought in state or federal courts located in King County, Washington, and the parties irrevocably consent to the jurisdiction of such courts. The parties stipulate that King County shall be the exclusive venue for such action or dispute.

Boeing Performance Excellence Award recipient may not reference nor list the Boeing Company's trade/service name, logo, and/or mark in any literature, release, website, PowerPoint, document, or writing without the written approval of the party who owns or has license to such trade/service name, logo, and/or mark.

The parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BOEING CORPORATION	_____
	[insert *Boeing Performance Excellence Award* Recipient Company name]
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____