

CUSTOMER CONTRACT REQUIREMENTS
SYSTEM INTEGRATION AND TEST
CUSTOMER CONTRACT 155 000 2328

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

ARTICLE 6 PERMITS AND LICENSES

A. The Supplier represents to be fully aware that (i) the possibility for the Buyer to re-export the Deliverable Data is of the essence of the Contract, and (ii) the Contract is subject to all applicable laws and regulations in force, including US export control regulations and export control regulations in Supplier's and its Lower Tier Subcontractors' countries, applicable to the Work, and in particular the import/export of material, goods, products, technical data and other equipment and the performance of Work (herein the "Licensed Items") and to all applicable laws and regulations of the country or countries to which such Licensed Items are exported or are sought to be exported.

B. The Supplier, at its own costs and expenses and on the basis of the "Data for Licenses" and/or the "End Use /End -User Statement" provided by the Buyer (as such data notices may be amended during the term of the Contract), shall make application, obtain and maintain any required governmental approvals and licenses, permits, including without limitation the execution of any applicable Technical Assistance Agreement (herein the "TAA"), or any other governmental authorizations including those required from Lower Tier Subcontractors that may upon EDC and/or throughout the duration of the Contract be required for the performance of the Work (including but not limited to within the frame of warranty as per Article 19 (WARRANTY AND NON-CONFORMANCE) herein and delivery of the Deliverable Data according to the provisions set forth in the Contract, and export, re-export and/or final use by the Buyer, the Customer and/or the Customer Designees of the Deliverable Data (herein collectively the "Authorizations").

The Supplier shall clearly identify all Authorizations (including TAA necessary for the performance of the Work and the dates by which they are required. The Supplier shall provide copies of all Authorizations timely to the Buyer in order not to adversely impact performance by Buyer or its work under the Main Contract.

In order to facilitate obtaining and to ensure completeness of any Authorizations (including TAA), if any, the Supplier shall (i) provide to the Buyer and to the Customer through the Buyer for review the draft application at least ten (10) days prior to filing to the competent governmental authorities, and (ii) give in writing to the Buyer detailed and documented information (including a copy of all Authorizations immediately upon their issuance) related to all Authorizations, and (iii) keep the Buyer informed about any failure or problem to obtain or maintain any Authorization, and (iv) Supplier shall in good faith consider any comments and proposed revisions made by Buyer and/or the Customer for incorporation into such application. At Buyer's request, Supplier shall include Buyer, Customer and/or any Buyer's or Customer's Personnel or Customer's Designee (and related entities involved with the performance of the Work under this Contract) as a named party in any application for approval of such U.S. export licenses, agreements and other approvals so as to permit Buyer, Customer and/or any Buyer and/or Customer's Personnel or Customer Designees to be present during any discussion with or meetings where Customer's non U.S. subsidiaries/related entities, or any "none U.S. person" Buyer's and Customer's Personnel or Customer Designees, may receive from, or discuss, with Supplier and/or its Lower Tier Subcontractor any U.S. export -controlled items and/or Services. Supplier shall cause its Lower Tier Subcontractors, on a best efforts basis to provide the parties to such U.S. export licenses and agreements copies of the export licenses and agreements, including any U.S. Government provisos related to same.

The Supplier shall clearly mark any and all information and Deliverable Data ("export controlled data"), which ones are subject to TAA with visible to the naked eye and appropriate label information to identify such, export controlled data, which may be supplied or disclosed to the Buyer under a TAA by whatever means of such disclosure, including but not limited to, hardcopies or electronic mediums. Such label shall include the limitations and provisos and any other restrictions or conditions that result from the applicable TAA.

C. Should any applicable law and regulation prevent the Supplier from complying with its obligations under the Contract, and particularly from delivering the Deliverable Data so that they may not be finally re-exported or re-transferred, the Supplier shall at its own expenses (i) obtain any Authorization necessary for the

Buyer to export, re-export or re-transfer the Deliverable Data once integrated; or (ii) replace or modify the restricted technology so that the Deliverable Data complies with the export regulations with respect to its intended end use and remains compliant with all requirements of the Contract.

Should any change in any applicable regulation, not reasonably foreseeable at the date of the Contract signature, prevent the Supplier from complying with its obligations under the Contract, and particularly from delivering the Deliverable Data so that they may not be finally exported, re-exported or re-transferred, the Supplier shall forthwith notify the Buyer in writing. In such case, the Parties shall meet and discuss the subject matter, and the Parties shall mutually, agree on how to proceed in order that Supplier can comply with the requirements set forth in paragraph above, including exploring the option to deliver to a US Company (for example Customer) in lieu of direct delivery to Buyer, subject to the provisions of Clause D of this Article 6 (PERMITS AND LICENCES) below.

D. If without any fault or negligence of the Supplier (i) the Supplier fails to obtain a required Authorization or obtain an Authorization subject to conditions preventing the performance of the Work, within four (4) months after EDC (or any longer period agreed by the Buyer), or (ii) if a granted Authorization is revoked or suspended at any time during the term of the Contract and if no agreement has been found as set forth in Clause C above, then the Buyer shall be entitled to terminate the Contract by written notice sent to the Supplier. In such case, the Supplier shall, within sixty (60) days from the date of such notice, refund all amounts already paid by the Buyer under the Contract at the time of termination less the portion of the Contract Price corresponding to the Deliverable Data already delivered to and accepted by the Buyer and for which the Buyer continues to have the Authorizations for duly performance of the work.

E. In case of fault or negligence of the Supplier to obtain and/or maintain any Authorizations, the Buyer shall be entitled to immediately terminate the Contract for Default pursuant to the provisions of TERMINATION FOR DEFAULT).

F. Buyer agrees to reasonably assist Supplier in obtaining visas, entry permits, and other like documentation, which may be required for the performance of the Work by Supplier in France (if any). Any import license that may be required by France shall be the sole responsibility of the Buyer.

ARTICLE 19 WARRANTY AND NON CONFORMANCE

A. Notwithstanding prior inspection or acceptance by the Buyer, the Supplier warrants that (i) the Deliverable Data shall conform to the Contract requirements and (ii) the Work shall be performed in a skilful and workmanlike manner consistent with space industry standards and shall conform to the requirements of the Contract.

B. During a period of two (2) months after the date of completion of the Work, Buyer shall be entitled to notify Supplier in writing of any non-conformance or defect to the Work, including Deliverable Data and to exercise a warranty Task Order(s) in order for Supplier to proceed with corrective action in accordance with Clause C. below.

C. Supplier shall correct, the non-conformance or defect in Deliverable Data and resubmit such Deliverable Data to Buyer. In addition, Supplier shall re-perform the non-conforming or defective Work at Supplier's plant or such other location as Supplier may designate.

Notwithstanding the above, if it is clearly demonstrated that non conformity of any Deliverable Data with the requirements of the Contract including (STATEMENT OF WORK), any Tasks Orders and any waivers or deviations approved in writing by Buyer is due to gross negligence or willful misconduct of Supplier then, corrections, replacements or re-performance of the Work in accordance with the recovery plan or any other plan mutually agreed between the Parties shall be performed by Supplier at no costs for Buyer and as the result thereof shall but be charged through the warranty Task Order(s).

ARTICLE 22 INTELLECTUAL PROPERTY RIGHTS

A. Three (3) months after EDC, the Supplier shall deliver to the Buyer a written list, by subject, of all Background Data to be used under the Contract or any Lower Tier Subcontract, such list may be updated by Supplier, from time to time, during the course of the Contract. After completion of all Work, termination or expiration of the Contract for any reason, the Supplier shall deliver to the Buyer

(i) an update of such list to add all Foreground Data developed under the Contract or any Lower Tier Subcontract, or
(ii) a written certification that no Foreground Data have been developed.

B. The Buyer may, in writing, request copies of any Background Data and Foreground Data at any time prior to the end of a three (3) years period following completion of the Work. The Buyer shall have the right to provide a copy of such Background Data and Foreground Data to the Customer and the Customer Designee. The Supplier shall preserve and keep available to the Buyer any Background Data and Foreground Data for the period of time necessary to comply with the provisions of this Clause B of

Article 22 (INTELLECTUAL PROPERTY RIGHTS). Upon receipt of such request, the Supplier shall promptly furnish copies, in the agreed format, of the requested Background Data and Foreground Data at its expenses.

C. The Supplier shall be the owner of all Background Data and Foreground Data, except as set forth below, and shall grant to the Buyer subject to US export control regulation a fully paid up, royalty free, non exclusive, irrevocable, worldwide Right to Use such Background Data and Foreground Data. Notwithstanding the preceding paragraph, if the Work includes the performance by the Supplier or its Lower Tier Subcontractors of any experimental and/or development and/or research and/or study and/or non-recurring activity and, unless the Contract specifically provides that the performance of any such activities is not included in the Contract price, the Buyer shall retain any right, title and interest throughout the world in any Foreground Data, regardless if patentable or not, as well as to any Foreground Data thereon. The same shall apply in case the price for any such experimental and/or development and/or research and/or study and/or non-recurring activities were already paid by the Buyer under any separate contract with the Supplier. Supplier shall perform any acts that may be deemed necessary or desirable by Buyer to evidence more fully transfer of ownership of the Foreground Data to Buyer. Supplier shall, at Buyer's expense, provide such cooperation and information as reasonably requested by Buyer to assist in the registration, prosecution, maintenance, enforcement and defence of any Foreground Data, including, if necessary, being made a party to any action or proceeding related to the Foreground Data.

D. The Supplier hereby grants to the Customer and the Customer Designees, through the Buyer a NEXTSystem Exploit Rights and NEXTSuccessor Exploit Rights.

E. Software

(i) The Supplier shall grant to the Buyer subject to US export control regulation, a fully paid up, royalty free, non exclusive, irrevocable, worldwide Right to Use any Software, being understood that the Right to Use shall include an access to the source codes and the unlimited right to use, prepare derivative works, reproduce, represent, integrate, translate, adapt, modify, decompile and distribute such software, whether modified or not.

Supplier hereby grants to Customer and Customer Designees through the Buyer, NEXTSystem Exploit Rights and NEXTSuccessor System Exploit Rights with respect to Developed Software, as set forth in Annex D3 (INTELLECTUAL PROPERTY). The Supplier shall provide for any Developed Software a Certificate of Originality and provide such Certificate to the Buyer in a timely manner as set forth in Clause B of this Article 22 (INTELLECTUAL PROPERTY RIGHTS) below.

Any modification made to the Developed Software by Buyer or by Customer shall be owned by Buyer or Customer, as applicable and Buyer or Customer through Buyer hereby grants to Supplier a limited fully paid-up, royalty-free, non-exclusive, world-wide and non-transferable (except as part of a sale of the business or by operation of law), right to use any such modification to the Developed Software, to the extent strictly needed for the performance of the Work under this Contract.

Supplier will provide to Buyer the applicable Developed Software identified (INTELLECTUAL PROPERTY) in source code format with appropriate documentation including the right for the Buyer to provide the above source code to the Customer.

(ii) Notwithstanding the preceding subsection (i), Supplier may deliver COTS Software to Buyer in object code format subject to the following minimum requirements: (a) The COTS Software and associated maintenance terms are transferable to Buyer and Customer at no cost to Buyer and Customer; (b) Buyer and Customer may use the COTS Software on all hardware platforms and operating systems for which it was designed without restriction relating to use on successor hardware platforms and operating systems; (c) the COTS Software will not contain time keys or other devices designed to prevent operation of such software; (d) pre-approval by Buyer of any license terms that require renewal during the life of the NEXTSystem; (e) source code escrow with release conditions providing for release to Buyer and Customer in the event the relevant vendor is unable to perform support or maintenance activities within a reasonable timeframe (such timeframe in no event to exceed a three (3) month period).

F. Notwithstanding any other provisions of the Contract to the contrary, the disclosure, copying, duplication, reproduction, modification and other use and publication of Intellectual Property Rights shall be (i) free, unconditional and unlimited from and after the time that such Intellectual Property Right comes into the public domain; or (ii) at the sole discretion of the user, on other terms and conditions, from and after the time that such Intellectual Property Right becomes otherwise lawfully and unconditionally available to such user on such other terms and conditions.

G. The Supplier warrants that it has or will obtain the authority to fully comply with the provisions of this Article 22 (INTELLECTUAL PROPERTY RIGHTS) and that neither the Supplier nor its Lower Tier Subcontractors will create any lien, encumbrance, pledge or any other interest whatsoever such that the Buyer, the Customer and the Customer Designee shall be prevented, in any way, from exercising any rights granted under the Contract.

H. Upon tendering Developed Software for acceptance, Supplier shall also provide Buyer with a

completed Certificate of Originality.

I. Buyer hereby grants to Supplier a fully paid -up, royalty-free, non exclusive, irrevocable, (except in case of termination of the Contract), world-wide and non-transferable (except as part of a sale of the business or by operation of law) right and license to use Iridium Block 1 Software and associated Intellectual Property Rights solely for the performance by Supplier of its obligations under this Contract.

ARTICLE 23 INTELLECTUAL PROPERTY INFRINGEMENT

A. The Supplier represents and warrants that at the time of signature of this Contract, to the best of Supplier's knowledge, except for the licence granted by the Buyer to use the Iridium Block 1 software as set forth in Article 22 (INTELLECTUAL PROPERTY RIGHTS), (i) it is the owner of, or is licensed to use any Intellectual Property Right necessary to perform t he Work , and (ii) the Buyer, the Customer and the Customer Designee shall not be required to pay any licence fees or royalties for use of Intellectual Property Right, and (iii) any Intellectual Property Right used or incorporated in the Work shall not infringe any third parties' right subject to (i), above, and (iv) no IP Claim has been received or identified affecting or likely to affect any part of the Work.

In addition, the Supplier shall, upon EDC, provide to Buyer a written statement under which Supplier shall warrant and represent that (i) it has effected all necessary and appropriate research to identify any third parties' priority rights in relation to the Work or any part thereof (to the exclusion of the Iridium Block 1 software), and (ii) it has not identified any risk of infringement of third party Intellectual Property Rights arising from performance of its Work under this Contract (to the exclusion of the Iridium Block 1 software) and/or Intellectual Property Rights granted under the Contract .

B. The Supplier shall, at its sole expenses, defend, indemnify and hold harmless the Buyer, the Customer and the Customer Designee, and their respective Associates, or any of them ("the Buyer Indemnified Parties") from and against all actual or potential claims from third parties, whether in law or equity, alleging that the performance of Work and/or any Intellectual Property Right or any Right to Use thereof, infringe or may infringe any intellectual property rights worldwide, including but not limited to patent, trademark, copyright or trade secret ("Supplier IP Claim").

The Buyer shall, at its sole expenses, defend, indemnify and hold harmless the Supplier, the Supplier's Lower Tier Subcontractors, and their respective Associates, or any of them ("t he Indemnified Parties") from and against all actual or potential claims from third parties, whether in law or equity, alleging that the Iridium Block 1 software and associated Intellectual Property Right and Right to Use thereof granted under Article 22 (INTELLECTUAL PROPERTY RIGHTS), infringe any intellectual property rights worldwide ("Buyer IP Claim").

C. In the event the Supplier receives a written notice of, or a written IP Claim which is due, or is likely to be due, to any part of the Work, or which is, or is likely to, affect any part of the Work, the Supplier shall promptly notify the Buyer in writing forwarding to the Buyer a copy of such IP Claim. In addition, the Buyer shall give to the Supplier prompt written notice of any IP Claim received by the Buyer or the Indemnified Parties. The Buyer shall give full authority to the Supplier to resist, defend and settle such IP Claim at Supplier's expenses. The Buyer will provide, at Supplier's written request and sole expense, such assistance and information as may be reasonably requested by the Supplier.

In the event the Buyer receives a written notice of, or a written Supplier IP Claim which is due, or is likely to be due, to any part of the Work, or which is, or is likely to, affect any part of the Work, the Buyer shall promptly notify the Supplier in writing forwarding to the Supplier a copy of such Supplier IP Claim. In addition, the Supplier shall give to the Buyer prompt written notice of any Supplier IP Claim received by the Supplier or the Buyer Indemnified Parties. The Supplier shall give full authority to the Buyer to resist, defend and settle such Supplier IP Claim at Buyer's expenses. The Supplier will provide, at Buyer's written request and sole expense, such assistance and information as may be reasonably requested by the Buyer.

In the event the Buyer receives a written notice of, or a written Buyer IP Claim which is, or is likely to, affect any part of the Work, the Buyer shall promptly notify the Supplier in writing forwarding to the Supplier a copy of such Buyer IP Claim. In addition, the Supplier shall give to the Buyer prompt written notice of any Buyer IP Claim received by the Supplier or the Supplier Indemnified Parties. The Supplier shall give full authority to the Buyer to resist, defend and settle such Buyer IP Claim at Buyer's expenses. The Supplier will provide, at Buyer's written request and sole expense, such assistance and information as may be reasonably requested by the Buyer.

D. The Supplier shall indemnify and hold harmless the Buyer and the Buyer Indemnified Parties, for all costs and expenses (including attorneys' fees) incurred by the Buyer and the Buyer Indemnified Parties in relation to any Supplier IP Claim and shall pay all costs, damages, royalties (including attorneys' fees) or other sums finally awarded as a result of any Supplier IP Claim.

The Buyer shall indemnify and hold harmless the Supplier and the Supplier Indemnified Parties, for all costs and expenses (including reasonable attorneys' fees) incurred by the Supplier and the Supplier Indemnified Parties

in relation to any Buyer IP Claim and shall pay all costs, damages, royalties (including attorneys' fees) or other sums finally awarded as a result of any Buyer IP Claim.

E. If the performance of the Work, including Intellectual Property Right, is enjoined or prohibited as a result of a Supplier IP Claim, then the Supplier shall, at its own expenses, either (i) resolve the matter or procure the rights so that the performance of the Work, including Intellectual Property Right, is no longer infringing, or (ii) shall modify or replace any such part of the Work, subject to Buyer's technical approval and in full satisfaction of the Buyer, the Customer and the Customer Designee, so that any such part of the Work is no longer subject to such order or injunction, while remaining in compliance with the requirements of the Contract. In the event that neither of the foregoing alternatives is suitably accomplished within a period of time of sixty (60) days from the date of injunction or prohibition as set forth above, the Buyer shall have the right to terminate the Contract pursuant to the provisions of (TERMINATION FOR DEFAULT) and the Supplier shall be liable to the Buyer and the Buyer Indemnified Parties for all damages resulting from such order or injunction. The Supplier shall not be excused from the consequences of failure to meet the Delivery Date affected by a Supplier IP Claim prior to Delivery.

F. In the event the Supplier refuses or is not reasonably acting in order to defend the Buyer and/or the Indemnified Parties against a Supplier IP Claim, the Buyer shall have the right to defend against, and settle such Supplier IP Claim. In such case the Supplier shall reimburse to the Buyer within fifteen (15) days from the date of receipt of an invoice from the Buyer, all costs and expenses incurred by the Buyer and/or the Buyer Indemnified Parties in relation to any Supplier IP Claim and any costs, damages, royalties (including attorneys' fees) or other sums finally awarded as a result of any Supplier IP Claim, plus interest on such amounts accruing from the date of payment until such amounts are reimbursed to the Buyer and/or the Buyer Indemnified Parties.

In the event the Buyer refuses or is not reasonably acting in order to defend the Supplier and/or the Supplier Indemnified Parties against a Buyer IP Claim, the Supplier shall have the right to defend against, and settle such Buyer IP Claim. In such case the Buyer shall reimburse to the Supplier within fifteen (15) days from the date of receipt of an invoice from the Supplier, all costs and expenses incurred by the Supplier and/or the Supplier Indemnified Parties in relation to any Buyer IP Claim and any costs, damages, royalties (including attorneys' fees) or other sums finally awarded as a result of any Buyer IP Claim, plus interest on such amounts accruing from the date of payment until such amounts are reimbursed to the Supplier and/or the Supplier Indemnified Parties.

G. Notwithstanding the above, Supplier shall have no liability hereunder for any Supplier IP Claim to the extent arising from (i) use of open source software (OSS) or commercial off the shelf (COTS) software for the performance of Work under the Contract, and (ii) use of Furnished Property.

H. This Article 23 (INTELLECTUAL PROPERTY INFRINGEMENT) states the sole and exclusive remedy of Buyer or Supplier, as applicable, and the sole liability of Supplier or Buyer as applicable, for or in relation to any IP Claim, except in the event of gross negligence or willful misconduct.

ARTICLE 29 DISCLOSURE AND USE OF INFORMATION BY THE PARTIES

A. Any Information provided by one Party (herein the "Disclosing Party") to the other Party (herein the "Receiving Party") or to which one Party could have access in connection with the negotiation or the performance of the Contract, and which is (i) marked as "Confidential" and/or "Proprietary" or with some other similar marking or denomination, or (ii) which is orally or visually disclosed only if such Information is identified as Confidential and/or "Proprietary" at the time of disclosure and then summarized and confirmed in writing within thirty (30) days from such oral or visual disclosure, shall be referred to as "Confidential Information", being understood that the Confidential Information will be protected during such thirty (30) days period.

B. The Receiving Party shall not disclose such Confidential Information to any third party except to the Receiving Party's employees who have a bona fide need to know for the scope of the Work. If the Buyer is the Receiving Party, the Buyer shall be entitled to disclose such Confidential Information to the Customer, or the Customer's Designee or other third parties in order to exercise its rights and fulfil its obligations under the Contract and the Main Contract. Subject to Buyer's rights and Supplier's obligations under the Contract, any such Confidential Information shall be returned to the Disclosing Party together with any copies thereof promptly upon written request of the Disclosing Party, except for one copy to be retained for internal purposes. Whenever the Receiving Party makes copies of such Confidential Information for the performance of Work, the Receiving Party shall mark each such copy as Confidential of the Disclosing Party. In lieu of returning confidential information either Party may certify the destruction of the confidential information by sending to the other Party a written certificate of destruction.

C. Any Confidential Information will be protected and kept in confidence by the Receiving Party which shall use the same degree of care and safeguard as it uses to protect its own Confidential Information of like importance but, in any case, not less than a reasonable degree of care. Any disclosure to any third party permitted under Clause B of this Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES) shall be made under the same conditions that apply to the initial disclosure and shall

extend only so far as may be necessary for the purposes of the Contract. Any such disclosure to a third party shall be made pursuant to a written confidentiality agreement which shall contain the same provisions of this Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES), and with prior written approval of the Disclosing Party. In any case, the use of Confidential Information of the Buyer is permitted to the third party only for the performance of the Work and for the exclusive benefit of the Buyer. The Disclosing Party shall cause the third party to fully comply with the confidentiality obligations of Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES).

D. If a Party becomes aware of any inadvertent or unauthorized disclosure of Confidential Information, such Party shall immediately inform the other Party and both Parties shall jointly undertake to remedy the situation.

E. The obligations to handle and use of Confidential Information under this Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES) are not applicable to any Information which the Receiving Party can demonstrate by written evidence (i) has come into the public domain prior to, or after the disclosure hereof and in such case through no fault of the Receiving Party; or (ii) was already or has become lawfully in the possession of the Receiving Party from a third party without any confidentiality constraints; or (iii) has been independently developed in good faith by employees of the Receiving Party who did not have access to the Confidential Information at the time of such disclosure; or (iv) is approved for release or use by written authorization of the Disclosing Party; or (v) is not properly designated or confirmed as Confidential according to this Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES); or (vi) is disclosed pursuant to any legally enforceable requirement of any government authority or any binding court order, provided that the Receiving Party, subject to possible constraints under such enforceable requirement or binding order, has promptly notified in writing the Disclosing Party of the above request and has granted the Disclosing Party any reasonable cooperation to avoid or limit such disclosure.

With the exception of any rights granted to the Buyer under the Contract, the disclosure of Confidential Information under the Contract by either Party to the other shall not be construed as granting to the Receiving Party any rights, either express or implied by license or otherwise, on the matters to which such Confidential Information pertains, or on any patent, copyright, trademark or any trade secret rights.

F. The completion or termination for any reason of the Contract shall not relieve the Receiving Party from complying with the obligations provided for under this Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES) with respect to the use and protection of any Confidential Information received prior to the date of completion or termination of the Contract. Such obligations, unless otherwise agreed in writing between the Parties, shall survive (i) five (5) years from the date of completion or termination of the Contract; or (ii) up to the end of the Spacecraft's in-orbit design life time, whichever comes later.

G. Each Party represents and warrants that it has the right to disclose the Confidential Information disclosed to the other Party hereunder and the Disclosing Party shall indemnify and hold the Receiving Party harmless for any claim arising from any breach by the Disclosing Party of this representation and warranty.

H. In addition to the confidentiality provisions under this Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES), the Supplier represents and warrants that (i) no Information furnished to the Supplier under the Contract shall be disclosed by the Supplier to any foreign national, firm, or country, including foreign nationals or double nationals employed by or associated with the Supplier, except as allowed under the Authorizations as defined under Article 6 (PERMITS AND LICENCES); and (ii) no Information shall be re-exported or retransferred by the Supplier without first complying with all requirements of the applicable Authorizations, as defined under Article 6 (PERMITS AND LICENCES).

The Supplier shall notify in writing the Buyer before submitting any request or application for the obtaining of such Authorizations.

I. The rights and obligations provided for under this Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES) shall take precedence over specific legends or statements associated with any Confidential Information disclosed under the Contract.

J. The confidentiality provisions defined under this Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES) shall however not affect Buyer's and/or Customer's and/or Customer Designees' rights defined under Article 22 (INTELLECTUAL PROPERTY RIGHTS).

K. The Parties hereby agree that Deliverable Data shall not be marked as Confidential Information by the Supplier or any of its Lower Tier Subcontractor without the previous authorization in writing of the Buyer.

ARTICLE 36 SURVIVING PROVISIONS

In the event of termination of this Contract the following articles of the Contract shall remain in effect and binding upon the Parties:

- Article 22 (INTELLECTUAL PROPERTY RIGHTS)
- Article 23 (INTELLECTUAL PROPERTY INFRINGEMENT)
- Article 29 (DISCLOSURE AND USE OF INFORMATION BY THE PARTIES)