

**CUSTOMER CONTRACT REQUIREMENTS**  
**PGM and LRPGM Guidance Kits, Services, and Spare Part Packages**  
**CUSTOMER CONTRACT 460004581**

**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

**A. ILO Convention No. 94**

This clause applies if Seller or Seller's subcontractors will be performing work in Denmark.

Seller shall ensure that workers employed by Seller and any subcontractors who contribute to the performance of the Contract are secured pay, including special allowances, hours of work and other working conditions which are not less favorable than those established for work of the same character under a collective agreement entered into by the most representative organizations of workers and employers in Denmark in the trade or industry concerned being in force throughout the territory of Denmark. Seller and any subcontractors shall ensure that the workers are informed of the provisions of the labor clause.

"Contribute to the performance of the Contract", see the labor clause above, shall mean work performed in Denmark for the performance of the Contract.

Seller shall ensure that workers employed by Seller and any subcontractors who contribute to the performance of the Contract outside of Denmark are secured pay, including special allowances, hours of work and other working conditions in accordance with applicable national regulations and legislation (including international obligations) for work performed in that country.

Buyer's Customer, through Buyer, is entitled at any time to request relevant documentation of compliance with the conditions of pay and work for the workers as stipulated in the labor clause. Buyer's Customer, through Buyer, may thus require that Seller, after written notice to that effect, within 10 Working Days provides relevant documentation.

Seller shall in all cases redact any strictly personal information such as information concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, or data concerning health or sex life from the supplied information in order to comply with the Act on Processing of Personal Data ("Persondataloven"). If Seller does not provide the requested documentation within 10 Working Days, Buyer, is entitled to withhold amounts from its payments to Seller until Seller has provided the required documentation.

For its assessment of whether Seller or Seller's subcontractors have complied with the labor clause, Buyer's Customer, may seek advice from relevant employer organizations and/or labor organizations.

If Seller fails to comply with its obligations pursuant to the labor clause, and if such non compliance results in a justified claim for further pay from the workers, Buyer is entitled to withhold amounts covering such additional payments from its payments to Seller in order to ensure that the mentioned labor conditions are met.

A penalty may furthermore be imposed on Seller corresponding to 2 (twice) the amount payable in additional wages to the workers.

This clause does not apply if the Goods are part of Seller's ordinary production or stocks (off-the-shelf goods), unless the product is manufactured in a custom-made production for Buyer.

## B. Intellectual Property

The following apply in addition to the Intellectual Property Article of the General Provisions:

### 1. Intellectual Property Rights

Seller shall grant to the Buyer and Buyer's Customer a royalty-free, irrevocable, worldwide, indefinite and non exclusive license to use all intellectual property rights concerning the deliverable goods owned by Seller and necessary for Buyer's right:

- a. to use, operate and maintain the Goods in a manner which is consistent with Seller authorized procedures delivered under the Contract,
- b. to assign ownership of the Goods, in whole or in part, to any third party in Denmark or abroad, however subject to the restrictions stated in the end-user certificate
- c. to submit documentation to a third party as set out below, to the extent compliant with applicable export and import laws and regulations (only for the purpose of producing copies of the documentation for internal use in the Danish Defense and subject to the restrictions stated in the end-user certificate).

Furthermore, Seller shall ensure that Buyer obtains at least the same rights as stated above to any intellectual property belonging to a third party in order for the Buyer to use, maintain and operate the Goods, whether they be based on patent rights, design rights, copyrights, trade mark rights, marketing practices legislation, etc., and that no third party shall be entitled to license payments, license fees or other remuneration or compensation from the Buyer as a result of Buyer's or Buyer's Customer's ownership, acquisition, or use of the Goods.

### 2. Submission of Technical Documentation

As an integral part of the supply of the Goods, Seller shall submit the technical documentation in accordance with the Contract necessary for Buyer's and Buyer's Customer's exploitation of its rights (use, operate and maintain the Goods) as set out in clause 1 above.

Seller shall ensure that any technical documentation supplied to Buyer will enable a reasonably qualified person to effectively carry out the acts with respect to which Buyer and Buyer's Customer has obtained the rights set out in clause 1 above.

If Seller modifies any items supplied to Buyer, including remedy of defects, Seller shall submit updated documentation to Buyer for Buyer's or Buyer's Customer's unimpeded exploitation of its rights.

### 3. Third Party Assignment

The following is only applicable provided that any condition in applicable End User Certificate does not provide otherwise:

Buyer and Buyer's Customer shall have the right to assign its rights under clause 1 to a third party, and Buyer and Buyer's Customer shall have the right in this connection to submit to such third party any necessary documentation submitted by Seller to the Buyer in accordance with clause 2.

If the documentation contains information considered by Seller to constitute trade secrets, Seller may require, before surrendering such documentation, that the third party sign a confidentiality agreement.

### 4. Third Party Rights

Seller warrants that the rights acquired by the Buyer under clause 1 do not infringe any third party rights.

Buyer shall be entitled at any time to demand that Seller produces documentation or otherwise account for the origins of the Goods to Buyer. Such documentation shall be submitted no later than fifteen (15) Working Days after Buyer's demand.

Buyer shall inform Seller if any third party should raise a claim against Buyer due to Buyer's or Buyer's Customer's ownership, acquisition, or use of the Goods.

Where any third party rights have been violated, Seller shall ensure, at its own expense, Buyer's continued

right of use of the Goods or ensure that such violation cease, so that Seller complies with the terms of the Contract. Where this is not possible, Seller shall deliver to Buyer, free of charge, replacement Goods which comply with the terms of the Contract.

## 5. Contractual Terms

Failure by Seller to assign the rights set out in clause 1 to the Buyer and Buyer's Customer or failure by Seller to submit the documentation set out in clause 2 shall constitute material breach of the Contract.

2.

### Customer Contract Requirements (Direct Commercial Sales)

In addition to the requirements set forth in the Boeing General Provisions and other terms and conditions in or attached to this Contract, the Goods to be delivered under this Contract may be common to items delivered to a U.S. Government customer. Accordingly, the following terms supporting technical conformance of the Goods apply to this Contract to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities** (JUL 2018). In paragraph (c)(1), the term "Government" means "Government or Buyer" and the term "Contracting Officer" means "Buyer." All reporting required by paragraph (c) shall be reported through Buyer. Seller shall report the information in paragraph (c)(2) to Buyer.

#### **52.211-5 Material Requirements** (AUG 2000)

Any notice will be given to Buyer rather than the Contracting Officer.

**252.223-7008 Prohibition of Hexavalent Chromium** (JUN 2013). "Contracting Officer" shall mean Buyer.

**252.225-7001 Buy American and Balance of Payments Program** (DEC 2017). In paragraph (c), the phrase "in the Buy American Balance of Payments Program Certificate provision of the solicitation" is deleted and the word "certified" is deleted and replaced with the word "specified."

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** (OCT 2014). Paragraphs (d) and (e) (1) of this clause are excluded. In paragraph (d) (1) (i), "Contracting Officer" means Buyer. In paragraph (e)(2) "Government" means Buyer. Paragraph (c)(6) is revised as follows:

(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (*i.e.*, specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods. In the calculation of total weight of noncompliant specialty metals in each of the goods, exclude the weight of specialty metals covered by other exemptions in this paragraph (c).

**252.225-7012 Preference for Certain Domestic Commodities** (DEC 2017).

**252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System** (AUG 2016). This clause applies to contracts for electronic parts or assemblies containing electronic parts or for contracts for the performance of authentication testing. The term "Contractor" means "Buyer" in the first sentence. In paragraph (c)(6), "Contracting Officer" means "Buyer." The introductory text at the beginning of the clause is deleted and only paragraphs (a) through (e) apply.

**252.246-7008 Sources of Electronic Parts** (MAY 2018). This clause applies if the Contract is for electronic parts or assemblies containing electronics parts, unless Seller is the original manufacturer of the electronic parts. The term "Contractor" means Seller and the term "subcontractor" means Seller's lower-tier suppliers. In paragraph (b)(3)(ii)(A), the term "Contracting Officer" means "Buyer's Authorized Procurement Representative." Seller's notification shall include, at a minimum, identification of the electronic parts being procured, identification of Seller's lower-tier supplier providing such electronic parts, Seller's rationale on acceptability of

procuring such parts (including risk mitigation), and identification of the product using such parts (by lot or serial numbers).