

CUSTOMER CONTRACT REQUIREMENTS
AH-64D MISSION TRAINER
CUSTOMER CONTRACT 8012100176

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

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

A. DEFINITIONS

1. "Aircraft" means the aircraft to be delivered by Buyer to the Authority.
2. "the Authority" means the Government of the Republic of Singapore, represented by the Ministry of Defence.
3. "Background IP" means Intellectual Property which is other than Foreground IP and which is incorporated into a required deliverable under this contract.
4. "Documentation" means all data (including material management data on cataloguing and supply/provisioning), manuals, publications, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations and other documents which Seller is required to deliver under this contract.
5. "Foreground IP" means Intellectual Property which results from or is generated pursuant to or for the purposes of this contract or a subcontract placed under this contract as the case may be, and which is incorporated into a required deliverable under this contract.
6. "Intellectual Property" (IP) means copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, know how, other proprietary information and data and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.
7. "Services" means the work which Seller is required to do under this contract.

B. Unless set forth in this contract or otherwise expressly agreed to by Buyer or its customer, the Goods and any part thereof to be delivered shall be new and unused.

C. When Seller becomes aware that any part of the Goods or Services will become unavailable in the future, Seller shall promptly notify Buyer, giving Buyer time to place sufficient orders for the items so affected to cover anticipated needs. Seller shall assist and work together with Buyer to obtain Goods and Services so affected from other sources at reasonable cost to Buyer.

D. INTELLECTUAL PROPERTY

1. INTELLECTUAL PROPERTY IN GENERAL

1.1 Except as otherwise expressly provided in this contract, the Seller warrants that it has obtained or will in due time obtain all rights, relating to the use of any Intellectual Property, which may be required for the purpose of this contract without requiring any assistance from the Buyer or the Authority. Neither Buyer nor the Authority shall be obliged to enter into any further agreement with the Seller or any third party in respect of the use of Intellectual Property addressed in Clause 2, Ownership of Intellectual Property.

1.2 All amounts payable for the use, whether use by the Authority or the Buyer, for those Intellectual Property rights granted in Clause 2, Ownership of Intellectual Property shall be deemed to be included in the price of this contract.

2. OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 All rights or title to, or interest in, all Foreground IP developed by Buyer shall be the sole or exclusive property of Buyer, and all rights or title to, or interest in, all Foreground IP developed by Seller shall be the sole or exclusive property of Seller.

2.2 Seller grants to the Authority a royalty free, irrevocable, worldwide, perpetual, non exclusive license to use, modify and reproduce all Seller-owned Foreground IP and Background IP so as to allow the Authority or another person on behalf of the Authority to:

- (a) use, repair, maintain, refurbish, modify, adapt, integrate, develop and dispose of the Goods, the Documentation and the Aircraft and to do anything necessary or incidental for those purposes and for the Authority's defense purposes; and
- (b) in the event of termination of this contract for default of the Seller, to complete the supply of the Goods, the Aircraft and Documentation in accordance with the Cancellation for Default article of this contract.

2.3 The Seller shall reasonably endeavour to contract with its Subcontractors so that the Authority acquires a licence of the same extent and for the purposes shown in Sub-clause 2.2. The Seller shall in any event provide the rights to use, modify or reproduce such subcontractor's IP for the purposes of operation and maintenance of the Goods, the Documentation and the Aircraft and for the Authority's defense purposes.

2.4 For those rights or licenses not covered in Clause 2.2 and 2.3, the Seller shall use reasonable endeavors to obtain for the Authority, without charge to the Authority, a royalty free, irrevocable, worldwide, perpetual, non exclusive, license to use all such IP internally only, solely for, or in relation to the Goods, the Documentation and the Aircraft and to use, modify, and reproduce, internally only, the Foreground and Background IP which is not incorporated into commercial off the shelf equipment.

2.5 Where, pursuant to Sub-clauses 2.2 or 2.3, the Authority makes available to another person any IP (whether Foreground IP or Background IP) owned by Seller or a subcontractor of Seller, Buyer shall, and the Authority has agreed that the Authority shall:

- (a) impose on such person an obligation to use such IP solely for the purposes provided for in Sub-clause 2.2 and to observe appropriate confidentiality requirements; and
- (b) obtain a written acknowledgement from such person that:
 - (i) such IP belongs to, and at all times remains the property of the rightful owner; and
 - (ii) misuse of such IP will cause harm to the owner of such IP.

3. INDEMNITY FOR INTELLECTUAL PROPERTY INFRINGEMENT

This clause is applicable if the Boeing General Provisions Article PATENT, TRADEMARK AND COPYRIGHT INDEMNITY incorporated into the contract has been deleted.

3.1 Seller shall indemnify Buyer and the Authority (including for this purpose, every officer and department thereof) against all loss, damage or expense arising in respect of any action or claim for actual or alleged infringement of any Intellectual Property rights by the use or possession of the Documentation and the Goods, but such indemnity shall not cover alleged infringement arising from alteration or modification of the Documentation or Goods without the prior written consent of Seller, nor does such indemnity cover alleged infringement arising from claims pertaining to Buyer-furnished items.

3.2 In the event of any claims being made against Buyer in respect of matters to which the indemnity in Sub- Clause 3.1 applies, Seller shall, and in the following order of priority:

- (a) provide reasonable efforts to conduct any litigation or negotiate any settlement arising therefrom in such a way that Buyer or the Authority is able to continue using the Documentation and Goods and any part or unit thereof without infringement or interference; or
- (b) provide reasonable efforts to procure for Buyer or the Authority the right to continue accepting, possessing, purchasing, distributing or using the Documentation and Goods or any part or unit thereof; or
- (c) provide reasonable efforts to modify or amend the Goods or Documentation or infringing part thereof so that the same becomes non-infringing without affecting the capability and performance of the Documentation and Goods or interoperability of the major components or subassemblies; or
- (d) provide reasonable efforts to replace the Goods or Documentation or infringing part thereof by other Goods or Documentation or part thereof of identical capability and performance; or
- (e) defend such claims.