

CUSTOMER CONTRACT REQUIREMENTS
Upgrade and Integration of AH-64D Apache Aircraft
CUSTOMER CONTRACT 9010500472

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

1. NEW GOODS

Seller shall ensure that the goods delivered under this contract are new and have not been used for any other purposes except the performance of any required acceptance tests.

2. DISCONTINUANCE OF MANUFACTURE

Seller shall give Buyer one year's prior written notice of any proposed discontinuance of the manufacture of any goods furnished under this contract.

3. OWNERSHIP OF INTELLECTUAL PROPERTY

(a) Definitions

- (i) "Authority" means the Government of the Republic of Singapore, represented by the Ministry of Defence.
- (ii) "Background IP" means Intellectual Property which is created prior to or independently of this contract.
- (iii) "Foreground IP" means Intellectual Property which results from or is generated pursuant to or for the purposes of this contract or a subcontract as the case may be.
- (iv) "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.
- (v) "Third Party IP" means any Intellectual Property which is used in the performance of the contract and which is:
 - (A) incorporated into commercial off the shelf equipment and
 - (B) not owned by Seller.

(b) All rights or title to, or interest in, all Foreground IP shall be the sole or exclusive property of Seller or a subcontractor as the case may be.

(c) Seller hereby grants to the Authority a royalty free, irrevocable, worldwide, perpetual, non-exclusive licence, (including a right to sub-licence) to use, modify and reproduce all Foreground IP which vests in Seller and all Background IP which is or becomes vested in Seller so as to enable the Authority or another person on behalf of the Authority to use, repair, maintain, refurbish, modify, adapt, integrate, install and dispose of the goods provided by Seller under this contract and to do anything necessary or incidental for those purposes.

- (d) Seller grants the Authority a licence of:
 - (i) all Foreground IP produced Seller; and
 - (ii) all Background IP, other than Third Party IP,
which is, or becomes, the property of Seller that is no less extensive and on terms no less favourable than the rights of the Authority in relation to Foreground IP and Background IP pursuant to clause (c), above. Prior to any subcontractor commencing work, Seller shall use its best reasonable efforts to make similar contractual arrangements with the subcontractor for the benefit of the Authority.
- (e) In relation to Third Party IP, Seller shall use its reasonable efforts to obtain for the Authority, without charge to the Authority, a licence consistent with clause (c), above, to use all Third Party IP solely for, or in relation to the goods provided by Seller under this contract and to use, modify and reproduce the Foreground and Background IP which is not incorporated into commercial off the shelf equipment.
- (f) Where, pursuant to clause (c), above, the Authority makes available to another person any IP (whether Foreground IP or Background IP) owned by Seller or a subcontractor (“the Rights”), the Authority shall:
 - (i) impose on such person an obligation to use the Rights solely for the purposes provided for in clause (c), above, and to observe appropriate confidentiality requirements; and
 - (ii) obtain an acknowledgement from such person that:
 - (A) the Rights belong to, and at all times remain the property of the rightful owner; and
 - (B) misuse of the Rights will cause harm to the owner of those Rights.
- (g) For the avoidance of doubt, clause (b), above, does not vest any title in Seller of any IP in any results, report, data or information generated or produced by the Authority or another person on behalf of the Authority as a result of this contract. The title to all IP in any results, report or data or information generated or produced by the Authority or another person on behalf of the Authority as a result of this contract independently without use of Seller, subcontractor or Third Party IP shall be the property of the Authority.
- (h) If Seller or a subcontractor intends to sell or transfer its Background IP or Foreground IP, Seller shall ensure that the purchaser of the Background IP or Foreground IP and every successor in title to the interest in the Background IP or Foreground IP has prior written notice of the licence that Seller or its subcontractor has granted to the Authority.
- (i) Except as otherwise expressly provided in this Contract, 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 Buyer or the Authority. Buyer and the Authority shall not be obliged to enter into any further agreement with Seller or any third party in respect of the use of such Intellectual Property.

4. APPLICATION OF WORKPLACE SAFETY & HEALTH ACT

If this contract requires Seller or its subcontractors to perform work in the Republic of Singapore, Seller, its employees, agents and subcontractors shall comply with the provisions of the Workplace Safety & Health Act and the regulations and codes of practice issued thereunder.

5. DOCUMENTATION UPDATES

- (a) Whenever any modification is made to the goods provided by Seller under this contract prior to acceptance, whether in respect of the design, performance or specifications, Seller shall ensure that all documentation is properly updated to take such modifications into account.

- (b) If, after the acceptance of any goods provided by Seller under this contract, Seller issues any updates or service bulletins instructing mandatory retrofit work on the said goods provided by Seller under this contract in order to satisfy safety requirements, then the new or reworked parts required for mandatory retrofit work shall be supplied to the Authority by Seller without any additional cost to the Authority. All obsolete parts which have been replaced shall become the property of Seller.
- (c) If, as a result of clause 5.2 above, any Article is made redundant, Seller shall supply new or reworked parts to replace any unused Items in the Authority's inventory. All obsolete items which have been replaced shall become the property of Seller.
- (d) Any replacement item shall be delivered on the same terms as the item replaced. Seller shall also provide the required labor to perform the installation of the new or reworked part and the removal of the redundant or obsolete part.

6 ARBITRATION

Seller agrees that any dispute arising out of or in connection with this Contract, which also involves a dispute between Buyer and the Authority under the prime contract, shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference into this clause. In selecting the presiding arbitrator, the appointing authority shall not select a person who is of the same nationality as either Party hereto or of the same nationality of either Party-appointed arbitrator.