

CUSTOMER CONTRACT REQUIREMENTS
AH-64D APACHE HELICOPTER MISSION TRAINER
CUSTOMER CONTRACT 9012500133

CUSTOMER CONTRACT REQUIREMENTS

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

39 OWNERSHIP OF INTELLECTUAL PROPERTY

39.1 All rights or title to, or interest in, all Foreground IP [excluding any IP generated based on Customer data] shall be the sole or exclusive property of the Contractor or a Subcontractor as the case may be.

39.1A All Foreground IP generated based on the Customer's data shall be the sole or exclusive property of the Customer. The Contractor acknowledges that the rights to such Customer's data remain with the Customer and shall use the provided data solely for the purpose of this Contract only. The Customer's data is defined as all data/media to be provided in writing by the Customer to the Contractor.

39.2 The Contractor hereby grants to the Customer, solely for use with the System, a royalty free, irrevocable, worldwide, perpetual, non-transferable, non-exclusive license, (including a right to sub-license) to use, modify and reproduce, all Foreground IP which vests in the Contractor and all Background IP [except for the Visual Terrain Database, and the CGF Models which vests in the Contractor as is provided in Clause 39.2A] which is or becomes vested in the Contractor so as to enable the Customer or another person on behalf of the Customer to:

(a) use, repair, maintain, refurbish, reproduce, modify, adapt, integrate, develop and dispose of the Articles and to do anything necessary or incidental for those purposes; and

(b) in the event of termination of the Contract to complete the supply of the Articles.

39.2A The Customer shall have a royalty free, irrevocable, worldwide, perpetual, non-transferable, non-exclusive license, (including a right to sub-license), to use, modify and reproduce, either by the Customer or another person on behalf of the Customer, all Foreground IP and Background IP specific to the Visual Terrain Database and the CGF Models provided which vests in the Contractor, for the Customer within the scope of this Contract and/or any other purpose of the Customer provided that such purpose excludes any commercial exploitation by the Customer or any person or contractor appointed by the Customer for the said purpose. For the avoidance of doubt the aforementioned rights do not apply to the Contractor's Whole Earth Database.

39.3 Prior to any Subcontractor commencing work, the Contractor shall make contractual arrangements so that the Customer acquires a license of:

(a) all Foreground IP produced by that Subcontractor; and

(b) all Background IP, other than Third Party IP,

which is, or becomes, the property of that Subcontractor and those arrangements shall be no less extensive and on terms no less favorable than the rights of the Customer in relation to Foreground IP and Background IP pursuant to Clause 39.2.

39.4 The Contractor declares that the only IP in which the Customer has not been granted a license in the terms set out in Clauses 39.2, 39.2A and 39.3 is Third Party IP. In relation to Third Party IP, the Contractor shall reasonably pursue for the Customer, without

charge to the Customer, a royalty free, irrevocable, worldwide, perpetual, non exclusive, license to use all Third Party IP solely for, or in relation to the Articles, and to use, modify and reproduce the Foreground and Background IP which is not incorporated into commercial off the shelf equipment.

39.5 Where, pursuant to Clause 39.2, the Customer makes available to another person any IP (whether Foreground IP or Background IP) owned by the Contractor or a Subcontractor (“the Rights”), the Customer shall:

- (a) impose on such person an obligation to use the Rights solely for the purposes provided for in Clause 39.2 and to observe appropriate confidentiality requirements; and
- (b) obtain an acknowledgement from such person that:
 - (i) the Rights belong to, and at all times remain the property of the rightful owner; and
 - (ii) misuse of the Rights will cause harm to the owner of those Rights.

39.6 For the avoidance of doubt,

- (a) Clause 39.1 does not vest any title in the Contractor of any IP in any results, report, data or information generated or produced by the Customer or another person on behalf of the Licensee as a result of the Contract. The title to all IP in any such results, report or data or information generated or produced by the Licensee or another person on behalf of the Licensee as a result of this Contract shall be owned by the Licensee.

39.7 If the Contractor, its subcontractor or supplier intends to sell or transfer their Background IP or Foreground IP, the Contractor shall make reasonable efforts to 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 license that the Contractor, its subcontractor or supplier has granted to the Customer.

39.8 If any license granted or obtained for Foreground IP or Background IP under Clause 39.2 is registerable under any IP registration system in Singapore, the Contractor shall make reasonable efforts to:

- (a) register the license under the IP registration system in Singapore; and
- (b) deliver copies of documentary proof of such license registration to the Customer through Buyer as soon as possible.