

CUSTOMER CONTRACT REQUIREMENTS
Supply
CUSTOMER CONTRACT 9023202596

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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

9023202596 Special Provisions .
DEFINITIONS AND INTERPRETATION

In this Contract, the following terms and expressions shall have the following meanings assigned to them, and their grammatically cognate expressions shall be similarly construed, unless a contrary intention appears:

"AFE" means Authority Furnished Equipment and shall refer to the items which the Authority provides or is required to provide for this contract.

"AFI" means Authority Furnished Information and shall refer to the information, data, specifications, drawings which the Authority provides or is required to provide for this contract.

"Articles" means all items which the Seller is required to supply under this contract except Documentation. For the avoidance of doubt, "Articles" shall include:

- (i) every part or unit of the goods supplied (less AFE and AFI),
- (ii) Supply Support Items,
- (iii) Support and test equipment, and
- (iv) software and computer programmes forming part of (i), (ii), and (iii) above.

"Authority" means the Government of the Republic of Singapore, represented by the Ministry of Defence.

"Background IP" means Intellectual Property which is created prior to or independently of this contract.

"Documentation" means all data, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations and other documents relating to the Articles and Services, which the Seller is required to supply under this contract.

"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.

"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.

"Services" means the work which the Seller is required to do under this contract.

"Supply Support Items" includes repairable items, non-repairable items and consumables.

"Technical Information" means information required to be delivered under this contract of a scientific or technical nature relating to the Articles and Services, including information related to inventions, designs, methods, processes, techniques, interfaces, data structures, architectures, analysis tools, modelling or simulation, models, prototypes, patterns, samples, schematics, experimental data, test data, reports, drawings, plans, specifications, photographs, collections of information,

manuals, and Software. Technical Information does not include data concerned with the administration of the Contract, such as financial data, business processes, or management information. Technical Information also does not include any data systems, tools or applications that are developed using non-Authority funding and that may be used to generate, modify or deliver Articles or perform Services under this contract.

INTELLECTUAL PROPERTY IN GENERAL

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 Authority. The Authority shall not be obliged to enter into any further agreement with the Contractor or any third party in respect of the use of such Intellectual Property.

All amounts payable for the use, whether use by the Authority or Buyer, of any Intellectual Property pertaining to this contract shall be deemed to be included in the contract price.

OWNERSHIP OF INTELLECTUAL PROPERTY

Nothing in this contract affects the ownership of Background IP. All rights or title to, or interest in, all Foreground IP developed at the expend of the Seller shall be the sole or exclusive property of the Seller

The Seller hereby grants to the Authority a royalty free, irrevocable, worldwide, perpetual, non-exclusive license to use, modify, and reproduce within the Authority for F-15SG defence purposes all Foreground IP which vests in the Seller and all Background IP that is or becomes vested in the Seller, and which, with respect to both Foreground IP and Background IP, is required to be delivered under this contract, as required to:

- (a) reproduce (specifically only for Software Support Development Facility), use, repair, maintain, refurbish, modify, adapt, integrate, develop and dispose of the Articles and to do anything necessary or incidental thereto (collectively, "Use"), for all purposes under this contract; which will be used for F-15SG aircraft defence purposes.
- (b) in the event of termination of the Contract for cause by the Contractor, complete the supply of the Articles, and/or Use for F-15SG defence purposes.

The Authority is authorised to sub-licence these rights stated above to a third party acting on behalf of the Authority and solely to support the Authority for its F-15SG defence purposes, provided that prior to disclosure of any such Contractor Foreground IP and Background IP to the third party, the Authority will:

- (a) impose on such third party an obligation to use Contractor's Foreground IP and Background IP solely for the purposes provided above and to observe appropriate confidentiality requirements;
- (b) obtain written acknowledgment from the third party that:
 - (i) Seller's Foreground IP and Background IP belongs to, and at all times remains the property of the Seller;
 - (ii) misuse of Seller's Foreground IP and Background IP may cause harm to the Seller; and
 - (iii) Seller is an intended third party beneficiary of the agreement between the Authority and the third party using the IP.

For those rights or licence not covered above, the Seller shall use reasonable endeavours to obtain for the Authority, without charge to the Authority, a royalty free, irrevocable, worldwide, perpetual, non-exclusive, licence to use all such IP solely for, or in relation to the Articles or part or unit thereof and Documentation for the Authority's F-15SG defence purposes.

If the Seller, its subcontractor or supplier intends to sell or transfer their Background IP or Foreground IP, the 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 existence of the licence that the Seller, its subcontractor or supplier has granted to the Licensee.

The Seller shall coordinate with the Authority, via the Buyer, in the event the Seller becomes aware of any license granted or obtained that requires to be registered under IP registration system in Singapore.

Neither the Authority, nor anyone else acting on behalf of the Authority, is granted the right to reverse-engineer information from any Foreground IP, Background IP, Intellectual Property, Article, Technical Information, nor any other Documentation provided under this

contract. The provision of any Foreground IP, Background IP, Intellectual Property, Technical Information, or Documentation under this contract shall neither imply, nor permit, nor provide any right to manufacture or have manufactured any part, component, system, or element of the Articles through licencing or otherwise. The Authority shall be responsible and liable for any changes it makes to Foreground IP and Background IP; and shall hold the Buyer and Seller harmless from responsibility and injury or damage to the Authority, and shall defend and indemnify the Buyer and Seller from and against any losses, liabilities, and claims from a third party to the extent indirectly or directly arising from or caused by any such change.

For avoidance of doubt,

(a) The above articles do not vest any title in the Seller of any IP in any results, report, data or information (except for Foreground IP and Background IP) generated or produced by the Licensee or another person (excluding the Seller) 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 (excluding the Seller) on behalf of the Licensee as a result of this contract shall be owned by the Licensee.

SUPPLIER SUPPORT (OBsolescence / DIMINISHING MANUFACTURING SOURCES)

The Seller shall notify the Buyer of obsolescence or Diminishing Manufacturing Sources (DMS) should they become known to the Seller of goods required on this contract. Notification may include proposal of last-time buy options (including price and lead time) or suggest modifications to the obsolete/DMS item to accommodate replacement.

APPLICATION OF WORKPLACE SAFETY & HEALTH ACT

Notwithstanding the exemption from liability under Exemption Order of the Workplace Safety and Health Act, the Seller and its sub-contractors, when working in MINDEF/Singapore Armed Forces' premises, shall ensure compliance with the provisions of the Workplace Safety and Health Act and the regulations and codes of practice issued as a term of this contract and have attained at least the bizSAFE level 3 safety certification or bizSAFE level 3 equivalent safety certification (e.g. OHSAS 18001/ISO 45001, SS506) or comparable safety standard in host country (for overseas suppliers) throughout the contract period for the performance of the Services.