

CUSTOMER CONTRACT REQUIREMENTS
F-15G (Singapore)
CUSTOMER CONTRACT CN05013278

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. DEFINITIONS

1. "Aircraft" means the aircraft inclusive of AFE and System to be delivered by Buyer to the Authority.
2. "AFE" means Authority Furnished Equipment and shall refer to the items which the Authority provides or is required to provide for Buyer's contract with the Authority.
3. "Articles" means all items which Seller is required to supply to Buyer except Documentation. Examples of the Articles include:
 - (i) Mission Planning Station aircraft Unique Planning Component (including E/W),
 - (ii) Software Development Facility
 - (iii) System Integration Laboratory
 - (iv) Weapons System Trainer
 - (v) Trainer Software Development Facility
 - (vi) Flight Test Instrumentation and GSE,
 - (vii) Alternate Mission Equipment,
 - (viii) Supply Support Items,
 - (ix) Support & Test Equipment and tooling,
 - (x) Engineering Tools
 - (xi) software and computer programmes forming part of the above except vii.
4. "Authority" means the Government of the Republic of Singapore, represented by the Ministry of Defence.
5. "Background IP" means Intellectual Property which is created prior to or independently of Buyer's contract with Seller.
6. "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 relating to the Aircraft, Articles and Services, which Seller is required to supply under this Contract.
7. "Foreground IP" means Intellectual Property which results from or is generated pursuant to or for the purposes of Buyer's contract with Seller or a lower-tier subcontract placed by Seller as the case may be.
8. "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.
9. "Services" means the work which Seller is required to do under its contract with Buyer, including the design, development, production, qualification/certification, testing, training, delivery, reliability verification (if applicable), provision of consultancy services, and all forms of support after the delivery/acceptance/guarantee period.
10. "System(s)" means the following systems to be supplied by Buyer to the Authority:
 - mission and role equipment comprising of:
 - avionics and mission system
 - radar system
 - electro-optics system
 - E/W system Group A components
 - Joint Helmet Mounted Cueing System (JHMCS)
 - health monitoring system
 - role equipment; and
 - any other systems including test systems

- 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 procured hereunder 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 items (supplies 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 Buyer's customer (herein after "The Authority"). Buyer and/or The Authority shall not be obliged to enter into any further agreement with the Seller or any third party in respect of the use of such Intellectual Property as 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 Contract Price.

2. OWNERSHIP OF INTELLECTUAL PROPERTY

2.1 All rights or title to, or interest in, all Foreground IP shall be the sole or exclusive property of Buyer or Seller as the case may be.

2.2 Seller hereby grants to Buyer and the Authority a royalty free, irrevocable, worldwide, perpetual, non exclusive license to use, modify and reproduce all Foreground IP which vests in the Seller and all Background IP which 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 so as to enable Buyer and the Authority or another person on behalf of the Authority to:

- (a) use, repair, maintain, refurbish, modify, adapt, integrate, develop and dispose of the Aircraft, Articles and Documentation 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 the Contract for Default of the Seller, to complete the supply of the Aircraft, Articles and Documentation.

2.3 The Seller shall reasonably endeavour to make contractual arrangements with its Subcontractors so that Buyer and the Authority acquires a licence for the right to use, modify or reproduce Subcontractor Foreground IP and Background IP to 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 Subcontractor IP for the purposes of operation and maintenance of the Aircraft, Articles, and Documentation 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 Buyer and the Authority, without charge to Buyer or the Authority, a royalty free, irrevocable, worldwide, perpetual, non exclusive, license to use all such IP solely for, or in relation to the Aircraft, Articles and Documentation and to use, modify, and reproduce 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, Buyer or the Authority makes available to another person any IP (whether Foreground IP or Background IP) owned by Seller or a Subcontractor, Buyer or 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

3.1 Up to the value of this contract, the 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 Aircraft, Articles and Documentation but such indemnity shall not cover alleged infringement arising from alteration or modification of the Aircraft, Articles and Documentation without the prior written consent of Seller, nor does such indemnity cover alleged infringement arising from claims pertaining to AFE Articles and Documentation.

3.2 In the event of any claims being made against Buyer or the Authority 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 there from in such a way that Buyer or the Authority is able to continue using the Aircraft, Articles and Documentation 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 Aircraft, Articles and Documentation or any part or unit thereof; or
- (c) provide reasonable efforts to modify or amend the Aircraft, Articles and Documentation or infringing part thereof so that the same becomes non-infringing without affecting the capability and performance of the Aircraft, Articles and Documentation or interoperability of the major components or subassemblies; or
- (d) provide reasonable efforts to replace the Aircraft, Articles and Documentation or infringing part thereof by other Aircraft, Articles and Documentation or part thereof of identical capability and performance; or
- (e) defend such claims.