

**CUSTOMER CONTRACT REQUIREMENTS
(ROYAL NETHERLANDS AIR FORCE)
CUSTOMER CONTRACT DMKLU/20/124/3/8015/11**

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Customer clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Customer clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Customer clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Customer clauses contemplated by Article 31.

1. The following prime contract special provisions apply to this purchase contract:
 - A. Unless set forth in this contract or otherwise expressly agreed to by Buyer or its customer, the equipment and any part thereof to be delivered shall be new and unused
 - B. Seller shall provide components, spare parts, tools and accessories for the equipment under this contract for thirty years (30) years from the final delivery of the commodity or its full life cycle, whichever is later, at the Buyer's request therefor. The cost to provide such components, spare parts, tools and accessories is not considered under this contract and shall be the subject of follow-on support contracts. The pricing of the components, spare parts, tools and accessories under the follow-on contracts shall be at the same price as provided to Seller's other customers adjusted for quantity and period of performance.
 - C. When Seller becomes aware that any part of the equipment 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" includes but is not limited to trade secrets and proprietary information of Seller in any form, and inventions and patents, copyrights and works of authorship, trademarks, service marks, and trade names, together with the materials, objects or other media that contain or embody such intangible property.
 2. Seller warrants that the goods supplied pursuant to this contract do not infringe on any third party's patent or other intellectual property rights in the U.S. or Korea. In case of any claim, suit or action of a third party alleging that the goods constitute an infringement of any patent, design or copyright, (a) Buyer shall promptly inform Seller of such claim, suit or action, and (b) Seller, at its own expense, shall have the sole control and the full authority for the defense of the claim, and (c) Buyer shall cooperate with Seller to the extent reasonably necessary in such defense.
 3. If the claim introduced by a third party for such infringement results in an injunction or in a court decision prohibiting the use of part or all of the goods because the goods infringe a third party right, Seller shall:
 - (a) Attempt to procure for Buyer the right to continue using the infringing goods during their lifetime; or
 - (b) Replace or modify the infringing goods in compliance with this contract, so that the infringement is discontinued.
 4. This article shall constitute the sole remedy of Buyer and the sole liability of Seller in relation to patent, industrial property or copyright infringement.
 5. Notwithstanding the above, if a court has determined that the goods infringe a third party right, Seller

shall not be responsible under this Article when Buyer has, without Seller's prior written consent, modified or used non-infringing goods in conjunction with any other equipment which results in infringement of that third party right.

6. The actions listed in (2) or (3) shall not apply to patent infringement claims on Buyer-furnished equipment.

7. Seller shall retain title and all rights to all Intellectual Property produced, developed, or used in performance of this contract. Seller grants to Buyer and Buyer's customer a license in such Intellectual Property needed to use, operate, and maintain the goods. Buyer shall not disclose such Intellectual Property to any third party and shall not use such data for any improper purpose, including design or manufacture.

E. WARRANTY

Seller's warranty shall run for twenty-four (24) months after Buyer's customer's acceptance of the end item in which the goods are installed.