

**CUSTOMER CONTRACT REQUIREMENTS**  
**SDB for Republic of Korea**  
**CUSTOMER CONTRACT KFX-DAPA-13BA59H93**

**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

**INTELLECTUAL PROPERTY RIGHTS**

1. If Buyer or Buyer's customer receives a claim that the Goods, or any part thereof, or the use or sale of the Goods as contemplated by this Contract, is in infringement of an intellectual property right, Seller shall, at its own expense, defend against such claims. If any court of competent jurisdiction holds such Goods, use or sale to constitute infringement, Seller shall at its own option either:

- a. Settle the claim in an amicable way such as reconciliation with the claimant;
- b. Procure for Buyer and Buyer's customer the right to use and sell such Goods in a manner intended in this Contract; or
- c. Replace or modify the Goods with an equivalent but non-infringing alternative commodity that conforms to the specifications of this Contract.

2. Seller shall retain title and all rights to all Intellectual Property that Seller produces, develops or uses in performance of this Contract. Seller grants to Buyer's customer a license to such Intellectual Property as needed to use, operate, and maintain the Goods, so long as Buyer's customer is under a requirement not to disclose such Intellectual Property to any third party without written consent from the Seller, nor to use such Intellectual Property for any improper purpose, including design or manufacture.