

CUSTOMER CONTRACT REQUIREMENTS
F-15K Spares
CUSTOMER CONTRACT KFX-DAPA-43AM08G45

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

Liquidated Damages

- a. In case Seller fails to effect Delivery of Spare(s) within the period stipulated in the applicable Notice of Acceptance, liquidated damages shall be levied at the rate of twenty five (25) hundredth of one percent (0.25%) of the applicable delivery per day and deducted from the money payable by Buyer.
- b. The total amount of the liquidated damages shall not exceed ten percent (10%) of the invoice amount of the delayed item(s).

1. Maintenance of Secrecy

- a. The Seller shall warrant that any data or information related to this Contract, originally developed by the Republic of Korea, shall be held and preserved as "Confidential Matters of the Republic of Korea". The Buyer shall warrant that any data or information related to this Contract, originally developed by the Boeing Company and its Suppliers shall be held and preserved as "Confidential Matters of The Boeing Company". The Parties warrant that any document provided to the other Party in relation to this Contract shall be protected in accordance with the equivalent U.S. or Korean security classification.
- b. Neither Party shall disclose any documents or communications in relation to this Contract in any way without the other Party's prior consent, regardless of whether any document is marked "Confidential", except when required by either the Republic of Korea or US Government or for the purpose of a Boeing Corporate audit.
- c. The Seller's and Buyer's obligations provided in this Article shall survive termination or completion of this Contract.
- d. This Contract shall not restrict disclosure of proprietary information which:
 - i. Was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Contract by the receiving Party; or
 - ii. Was otherwise known to the receiving Party at the time of disclosure without restrictions as to disclosure or use; or
 - iii. Becomes known to the receiving Party from a source other than the disclosing Party without breach of this Contract by the receiving Party; or
 - iv. Is developed independently by the receiving Party without reliance upon proprietary information disclosed under this Contract.
 - v. Is used for future Contractual framework development.

2. Intellectual Property

2.1 "Intellectual Property" shall mean trade secrets and proprietary information in any form, together with the materials, objects or media that contain or embody such intangible property. Intellectual Property includes, but is not limited to, inventions and patents, copyrights and works of authorship, trademarks, service marks, and trade names.

2.2 "Commodity" is the subject matter of transaction under the Contract, other than monies, including accessories, spare parts, technical data, training, Service and/or any other additions as it may be applicable, which corresponds with the Commodity Descriptions, and whose specification corresponds with the Commodity specifications. Any inspection, acceptance tests procedures or other delivery conditions regarding a Commodity in connection with this Contract, unless explicitly specified herein, shall not be construed to be included in the definition of "Commodity."

Intellectual Property Rights

If the Buyer receives a claim that the Commodity or any part thereof is in infringement of an intellectual property right, the Seller shall, at its own expense and option, conduct the following actions:

- a. Settle the claim in an amicable way such as reconciliation with the claimant;
- b. Procure for the Buyer the right to use such Commodity in a manner intended in this Contract;
- c. Replace or modify the Commodity with an equivalent but non-infringing alternative commodity that conforms to the specifications of this Contract; or
- d. Defend against such claims. If any court of competent jurisdiction holds such Commodity to constitute infringement, the Seller shall take at its own option one of the actions described under a. through c. above.
- e. The Seller shall retain title and all rights to all Intellectual Property produced, developed, or used in performance of this Contract. The Seller grants to the Buyer a license in such Intellectual Property needed to use, operate, and maintain the Commodity. The Buyer shall not disclose such Intellectually Property to any third party and shall not use such data for any improper purpose, including design and manufacture.

3. Import and Export of the Service

3.1 The import, export and re-export of items to be delivered under this Contract are subject to U.S. Government import, export and re-export laws and regulations. The Parties shall comply with such laws and regulations and the Seller shall assist the Buyer to comply with such laws and regulations. As the U.S. importer/exporter of record, Seller shall obtain and properly utilize any required U.S. import, export or re-export authorization. Buyer shall assist in obtaining such authorization, as requested by Seller. If such U.S. Government authorization is not available, cannot be obtained, or is subsequently revoked, items to be delivered under this Contract shall not be imported, exported or re-exported. A mutually agreed to temporary support concept will be established until a long-term solution is in place or the contract is terminated. And metric relief shall be granted. It shall be the Buyer's responsibility to obtain from the Korean Government any required permission to import the Contract items and to pay any charges associated with the importation of said items. Resale or other transfer of hardware delivered under this Contract shall be in accordance with these provisions.

3.2 Information furnished under this Contract may contain technical data, defense services, and defense articles subject to U.S. Export Laws and Regulations. The Parties are advised that such technical data, defense services, and defense articles may not be retransferred or re-exported to foreign persons, employed by or associated with, or under Contract to [Republic of Korea MND or ROKAF] lower-tier subcontractors, without the prior written consent of Boeing and U.S. Department of State approval.

3.3 Parties should be aware that Boeing and Seller must obtain required U.S. export authority prior to implementing work packages. The Parties may be required to sign an export agreement prior to beginning work. The agreement will include contractually binding requirements imposed by the U.S. Department of State as part of their approval process.