

CUSTOMER CONTRACT REQUIREMENTS**Spacecraft****CUSTOMER CONTRACT SES-9****CUSTOMER CONTRACT REQUIREMENTS**

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

1. ACCESS TO WORK IN PROGRESS AND INSPECTION OF TECHNICAL DATA AND INFORMATION

1.1. Contractor shall make all necessary arrangements to convene design and progress review meetings with Customer, and/or Customer designated representatives, including, but not limited to, those listed in Schedule A, and submit reports and other Data as provided therein. In addition, Contractor shall provide all necessary manpower, facilities, materials and support required to conduct periodic management, technical and executive meetings and presentations of which Customer, or its designated representatives, shall be entitled to receive as much prior notice as is practicable but in any event not less than fifteen (15) days written notice and shall be entitled to attend. Meeting dates shall be mutually agreed between Customer and Contractor.

1.2. Contractor agrees that Customer, and/or Customer designated representatives, shall have the right, upon reasonable notice, to monitor work related to this Agreement in progress at Contractor's and Sub-Contractors' plants or other place of manufacture or assembly including, without limitation, technical data and information, test data, drawings, documentation, tooling and manufacturing processes, testing and hardware in progress, and shall have access to all pertinent design and development data reasonably required by Customer. Customer shall have the right to have a designated representative to monitor the Work on a day to day basis, and Contractor shall provide all necessary facilities and support required therefore to include secure lockable offices containing without limitation desks, tables, telephone services and access to document copying facilities, fax machines, international phone line access, PC compatible laser jet printer, and high speed internet connection (minimum of 4 lines with 4 Mbps each) access to Contractor's network to retrieve test data and failure/quality documentation.

With respect to all items of equipment, customer, and/or customer designated representatives, shall have the right to observe, at contractor's or sub-contractors' plants or other place of manufacture or assembly, or other relevant location, all manufacturing activities, qualification, protoflight, acceptance tests and any other tests, including, without limitation, any re-testing and all required tests, and review the results thereof.

1.3. Where Customer rights set forth in this Clause are subject to any Governmental or other restrictions of whatever nature, which (notwithstanding the best efforts of Contractor to obtain waiver) are not waived, Contractor will not be in breach of the Agreement provided that Contractor, in consultation with Customer, shall appoint independent experts to oversee the Work for which Customer's access is restricted. Contractor shall pay all the costs associated with the appointment and compensation of such independent experts.

1.4. Contractor shall make available to Customer, and/or Customer designated representatives, for examination, evaluation and inspection throughout the term of this Agreement, all pertinent documentation relating to the performance of the Work to be undertaken by Contractor and its Sub-contractors, reasonably required by Customer, and/or Customer designated representatives, including but not limited to, technical data and information relative to the design, manufacturing and testing, including re-testing, of the Spacecraft and all other Equipment. Such documentation and technical data and information, including such technical documentation and data generated by all unit and sub-system Sub-contractors, shall be retained by, or be accessible to, Contractor and shall continue to be available for such purposes as long as Customer is operating the

Spacecraft.

- 1.5. The same rights of access granted to Customer in this Clause shall be granted to Customer technical consultants and/or Customer designated representatives and, to the extent necessary to enable Customer to obtain insurance and external financing for the Work, to the technical consultants of Customer insurers, bankers and financial advisers, and legal advisers, provided such technical consultants and / or Customer designated representatives, do not pose a conflict of interest to the Contractor and agree in writing to be bound by Contractor's terms of non-disclosure. In the event of a conflict of interest, Contractor agrees to provide to Customer reasons for such conflict.
- 1.6. Contractor agrees and warrants to Customer that it will have the necessary provisions in its sub-contracts with all unit and sub-system Sub-Contractors, which will be maintained throughout the life of this Agreement for the purpose of implementation of this Clause.
- 1.7. For the portion of the Work which is performed by Contractor and Sub-Contractors in the USA and which is controlled under the International Traffic in Arms Regulations (ITAR), Contractor shall require the submission by such Sub-Contractors to the USA Administration of requests for Technical Assistance Agreements no later than EDA+15 days. These shall include requests for Customer, and/or Customer designated representatives, access to such portion of the Work performed by the relevant Sub-Contractor, and specifically request access for the following Customer nationalities: all NATO countries, all European Union countries, and, based on a defined list of Customer personnel, and/or Customer designated representatives, to be provided no later than EDA, Brazil and South Africa. Contractor shall deliver to Customer copies of such requests no later than EDA+20 days.
 - 1.7.1. Contractor agrees to establish an active communications link with the USA Administration to follow-up the progress of the Technical Assistance Agreement approval process. Contractor shall maintain a minimum frequency of weekly communications with the responsible USA agency and report weekly to Customer on the progress of such approvals.
 - 1.7.2. Contractor shall provide full support to the Customer and to Customer's ground COMSEC custodian to obtain from NSA and DOS production, distribution, usage and disposition of the ground station Caribou key materials. It includes meeting attendance to obtain necessary clearance from US authorities. The Customer ground station COMSEC custodian will be responsible, in cooperation with the Space segment COMSEC custodian contracted by the contractor, to obtain the authorizations necessary for the production, usage and disposition of the ground station key material. Contractor will be responsible for all contracts/export licences necessary for the authorisation, production, distribution, usage and disposition of satellite Caribou key materials in due time.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. Contractor grants to Customer an irrevocable (unless and until this Agreement is terminated) non exclusive assignable (only with the sale of the Spacecraft Delivered under this Agreement) license to use and have used any item (including, for the avoidance of doubt, computer software and Data) covered by or subject to any and all intellectual property rights (including, without limitation, patents, copyrights, design rights), which item is incorporated or used in any item of Equipment (including Ground Control System Software and Equipment) or directly employed in the use of any item of Equipment (including Ground Control System Software and Equipment) Delivered under this Agreement solely for the purpose of using, operating and maintaining (including the making of copies for back-up purposes) the Equipment and also, with respect to source code Delivered hereunder, for the purpose of modifying the Equipment or Data. Such license shall be deemed to be fully paid up (without any further payment by Customer) for the purposes of using, operating and maintaining (including the making of copies for back-up purposes) the Equipment and, for the purpose of modifying any Spacecraft Equipment or Data Delivered under the Agreement.
- 2.2. This Clause shall not be construed as limiting any rights of Customer or obligations of Contractor under this Agreement including specifically the right of Customer, for no additional compensation to Contractor, to use, have used, deliver, lease, sell or otherwise dispose of, the Equipment or any part thereof, required to be delivered under the Agreement.

Notwithstanding any other provision of this Agreement, the ownership in and title to copyrights, computer programs, and other intellectual property, related source codes and their related documentation delivered to Customer by Contractor in accordance with this agreement shall remain in contractor or its licensor, Contractor hereby grants to customer and to its affiliates SES ASTRA S.A, SESE, SES AMERICOM INC., SES SIRIUS AB and NEW SKIES SATELLITES B.V. a paid up irrevocable, non-exclusive, non-transferable (except as part of a sale of business or by operation of law) license to use, duplicate and adapt the copies of computer programs (and their related documentation) and other items Deliverable under this Agreement for the purposes of using, operating and maintaining the Equipment. The foregoing license includes the right of Customer to engage third parties to so use duplicate, or adapt such computer programs, related source codes and their related documentation for such purposes with such Spacecraft and other Equipment under conditions specified by Contractor that are reasonably necessary to protect Contractor's proprietary rights and copyrights therein. In relation to source codes, Contractor's prior approval is required for the engagement of any third party, such approval not to be unreasonably withheld.

The Contractor shall Deliver to Customer the source codes for the Ground Control System.