

**CUSTOMER CONTRACT REQUIREMENTS**  
**Spacecraft**  
**CUSTOMER CONTRACT SES 20111124**

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. Seller (Sub-Contractor) shall make all necessary arrangements to convene design and progress review meetings with Buyer (Boeing) and/or Buyer's Customer or designated representatives (SES) as required and submit reports and other Data to Buyer as required. In addition, Seller shall provide all necessary manpower, facilities, materials and support required to conduct periodic management, technical and executive meetings and presentations of which Buyer and /or Buyer's Customer or 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 Seller and Buyer.

1.2. Seller agrees that Buyer's Customer, and/or designated representatives, shall have the right, upon reasonable notice, to monitor work related to this Agreement in progress at Supplier's plants or other place of manufacture or assembly including within limitations of US Government Export regulations and applicable Export licenses , 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 Buyer's Customer. With respect to all items of equipment, Buyer's Customer, and/or designated representatives, shall have the right to observe, at Seller's plants or other place of manufacture or assembly, or other relevant location, all manufacturing activities, qualification, protoflight, acceptance tests and any other tests, including, within limitations of US Government Export regulations and applicable Export licenses and with reasonable advance notice , any retesting and all required tests, and review the results thereof.

1.3. Seller shall make available to Buyer, 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 Seller reasonably required by Buyer, and/or Buyer's Customer and/or 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 for all unit and sub-systems shall be retained by, or be accessible to Buyer and shall continue to be available for such purposes by Buyer as long as Buyer's Customer is operating the Spacecraft.

**2. INTELLECTUAL PROPERTY RIGHTS**

2.1. Seller grants to Buyer's 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 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 Buyer's 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.**