

CUSTOMER CONTRACT REQUIREMENTS
AHWCS
CUSTOMER CONTRACT SST-TE-2015-012

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

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

Special Provisions .

16. LIABILITIES

16.1. Except as expressly limited in this Contract, the SELLER shall be responsible against the BUYER for the fulfillment of all the SELLER's liabilities arising out of this Contract. In this scope, the SELLER shall be liable for;

16.1.1 All damages caused by the SELLER itself and/or SELLER's Subcontractors, to the properties and/or employees of the BUYER and/or of the USER, or to the persons who shall be assigned by the BUYER and/or the USER, while fulfilling their obligations under the Contract and,

16.1.2 All damages that may arise from any defective design, defective material(s), defective workmanship, manufacturing defects defective training services, or defective Documents provided in respect of the items to be delivered or the services to be performed under the Contract.

16.2. The BUYER reserves the right to collect from the SELLER any damages and losses that the BUYER may incur or have to pay under sub-article 16.1.

16.3. The provisions of this Article shall remain in effect despite Contract expiration, completion or termination.

19 INDUSTRIAL SECURITY AND CONFIDENTIALITY

The Seller shall, for the activities it will carry out within the scope of the Contract, comply with the (NATO Security Policy (e.g., (C-M2002-49, C-M2002-50)) which is in effect and the Supporting Directives (e.g ., (AC/35-D/2000-2005)) documents and/or the bilateral security agreements mutually agreed between the Government of the Republic of Turkey and the government of the Buyer (including Subcontractors)

32. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

32.1 The following shall replace subparagraphs (e)(i) and (ii) of the Article entitled "Intellectual Property" in the General Provisions of this Contract, with "BUYER's Customer" defined as the Government of Turkey. All IP conceived, developed, or first reduced to practice by, for, or with SELLER, either alone or with others, in performance of this Contract (collectively, "Foreground IP") shall be the exclusive property of BUYER's Customer. To the extent Foreground IP consists of works of authorship, such works shall be works made for hire with the copyrights vesting in BUYER's Customer. SELLER hereby transfers, conveys, and assigns all right, title and interest in such Foreground IP free of charge to BUYER's Customer. SELLER hereby irrevocably transfers, conveys, and assigns all right, title and interest in any other Foreground IP not considered a work made for hire free of charge to BUYER's Customer. SELLER shall protect Foreground IP that is Proprietary Information and Materials as required by this Contract and shall mark documents or portions of documents containing Foreground IP as proprietary information of BUYER's Customer or as otherwise directed by BUYER in writing. SELLER will, within two (2) months after conception or first actual reduction to practice of any invention and prior to Contract completion, disclose in writing to BUYER all inventions, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. SELLER shall promptly execute all written instruments, and assist as BUYER reasonably directs in order to file, acquire, prosecute, maintain, enforce and assign BUYER's Customer's Foreground IP rights. SELLER hereby irrevocably appoints BUYER and any of BUYER's officers and agents as SELLER's attorney in fact to act on SELLER's behalf and instead of SELLER, with the same legal force and effect as if executed by SELLER, with respect to executing any such written instruments. The following are excluded from such requirement to transfer

ownership: SELLER's resolution of software and other defects, resolution of obsolescence issues, and improvements to existing processes or tools, adaption of an existing design to comply with environmental requirements, and producibility improvements that may occur during the period of performance of this Contract.

32.2 BUYER's Customer shall have the right to use, copy and reproduce Proprietary Information and Materials as necessary for the use, maintenance and repair of the Goods.

32.3 The following is appended to the Article of the General Provisions entitled "**PATENT, TRADEMARK AND COPYRIGHT INDEMNITY.**" In the event of a claim, suit or action under this Article against BUYER that is SELLER's responsibility to defend, but that SELLER does not defend and forces BUYER to defend;

32.3.1 SELLER shall give to BUYER all the associated information and documents and its demand, if any, for participating in the suit, within 2 (two) Days from the date of the notice by BUYER. BUYER shall, in line with SELLER's demand, make the necessary attempts to enable SELLER to attend the suit.

32.3.2 SELLER shall pay to BUYER reasonable costs incurred by BUYER in defending such suit or claim, and all the damages which the BUYER incurred and was required to pay, (i) by an arbitrator or court of competent jurisdiction decision or (ii) by any similar legal action within the period of performance of this Contract, and if the damages are incurred as stated above, after the Contract Period then such damages shall be paid by SELLER no later than 15 (fifteen) Days from the date of written notice (along with appropriate supporting documentation) from BUYER specifying such costs and damages.

32.4 Should a suit or proceeding be brought against SELLER claiming that the Goods infringe intellectual or industrial property rights of a third party, SELLER shall inform BUYER thereof within 3 (three) Days of SELLER's receipt of notice of such suit or proceeding. The notice shall not relieve SELLER from the requirements of this Contract. .

32.5 The provisions of this article shall remain valid after the period of performance of this Contract expires or the Contract ends for any reason, including termination.