

CUSTOMER CONTRACT REQUIREMENTS
F-15 SG PBL 4
CUSTOMER CONTRACT 8020200160

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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

8020200160 Special Provisions .
1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Contract, the following terms and expressions shall have the following meanings assigned to them, and their grammatically cognate expressions shall be similarly construed, unless a contrary intention appears.

- a. "Aircraft" means all F-15SG aircraft, LEO and non-LEO, inclusive of Authority Furnished Equipment (AFE) and System. Where F-15 appears in this Contract, it shall mean F-15SG.
- b. "Articles" means all items including the stock items, support & test equipment, Software and computer programs, serviced parts, Documentation, consumable materials, spares, repair parts, assemblies, and sub-assemblies, and every part or unit thereof, which the Seller is required to supply in performing under this contract.
- c. "Authority" means the Government of the Republic of Singapore, represented by the Republic of Singapore Air Force (RSAF) and the Defence Science and Technology Agency (DSTA), on behalf of the Ministry of Defence.
- d. "Background IP" means Intellectual Property which is created prior to or independently of this contract and excludes software source code.
- e. "Documentation" means all data (including material management data on cataloguing and supply/provisioning), manuals, publications, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, and other documents relating to the Aircraft, Articles, and Services, as required for the performance of this contract.
- f. "Foreground IP" means Intellectual Property which results from or is generated pursuant to or for the purposes of this contract or a subcontract placed under this contract as the case may be.
- g. "Intellectual Property" or "IP" means copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, know how, other proprietary information and data, and any other rights resulting from intellectual activity in the individual, scientific, literary, and artistic fields.
- h. "Services" means the work which the Seller is required to do under this contract.
- i. "Software" means computer programs, including those stored in integrated circuits, read-only memory, or similar devices, computer, program documentation, and computer databases, including modifications to any of the foregoing.

- j. "Subcontractor" means any person or company that for the purposes of this contract, furnishes supplies directly to the Seller or indirectly to the Seller through another person or company.
- k. "Technical Information" means information required to be delivered under this Contract of a scientific or technical nature relating to the Articles and Services, including information related to inventions, designs, methods, processes, techniques, interfaces, data structures, architectures, analysis tools, modelling or simulation, models, prototypes, patterns, samples, schematics, experimental data, test data, reports, drawings, plans, specifications, photographs, collections of information, manuals, and Software. Technical Information does not include data concerned with the administration of the contract, such as financial data, business processes, or management information. Technical Information also does not include any data systems, tools or applications that are developed using non-Authority funding and that may be used to generate, modify or deliver Articles or perform Services under this Contract.

2.0 PACKAGING AND MARKING

Seller shall ensure parts are packed in such a manner that they are suitable for storage in the tropics and are protected from damage or deterioration during their transit from the Seller's premises until their arrival at their final destination with the Buyer's customer.

Packages containing Dangerous Goods (i.e., those identified in Dangerous Goods classes 1 to 9 according to the United Nations' Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev1.1) shall be packaged and marked in accordance with the requirements of the generally accepted rules and conventions in international commerce.

3.0 INTELLECTUAL PROPERTY IN GENERAL

Except as otherwise expressly provided in this contract, the Seller warrants that it has obtained or will in due time obtain all rights relating to the use of any Intellectual Property that may be required for the purpose of this contract.

All amounts payable for the use, whether use by the Authority or the Buyer, of those Intellectual Property rights granted in the clause 4.0 OWNERSHIP OF INTELLECTUAL PROPERTY shall be deemed to be included in the price of this contract.

4.0 OWNERSHIP OF INTELLECTUAL PROPERTY

4.1 Nothing in this contract affects the ownership of Background IP. All rights, title to, or interest in, all Foreground IP developed by the Buyer shall be the sole or exclusive property of the Buyer, and all rights, title to, or interest in, all Foreground IP developed by the Seller shall be the sole or exclusive property of the Seller.

4.2 The Seller hereby grants to the Authority a royalty-free, irrevocable, worldwide perpetual, non-exclusive licence to use, modify, and reproduce within the Authority for defence purposes all Seller-owned Foreground IP and all Background IP required to use, repair, maintain, refurbish, modify, adapt, integrate, develop, and dispose the Articles provided under this contract.

4.3 The Authority is authorised to sub-licence these rights to a third party acting on behalf of the Authority and solely to support the Authority for its F-15SG defence purposes, provided that prior to disclosure of any such Seller Foreground IP and Background IP to the third party, the Authority will:

- a. impose on such third party an obligation to use Seller Foreground IP and Background IP solely for the purposes provided for in sub-clause 4.2 and to observe appropriate confidentiality requirements;
- b. obtain written acknowledgment from the third party that:
 - i. Seller's Foreground IP and Background IP belongs to, and at all times remains the property of the Seller;
 - ii. misuse of Seller's Foreground IP and Background IP could cause harm to the Seller; and

4.4 The Seller shall reasonably endeavour to make contractual arrangements with its Subcontractors

so that the Authority acquires a licence for the right to use, copy, and reproduce Subcontractor Foreground IP and Background IP required for the purpose of this contract to the same extent and for the purposes outlined in sub-clause 4.3.

4.5 For those rights or licence not covered in Clause 4.2 and 4.4, the Seller shall use reasonable endeavours to obtain for the Authority, without charge to the Authority, a royalty free, irrevocable, worldwide, perpetual, non-exclusive, licence to use all such IP solely for, or in relation to the Articles or part or unit thereof for the Authority's defence purposes.

4.6 Neither the Authority, nor anyone else acting on behalf of the Authority is granted the right to reverse-engineer information from any Foreground IP, Background IP, Intellectual Property, Article, Technical Information, or any other Documentation provided under this contract. The provision of any Foreground IP, Background IP, Intellectual Property, Technical Information, or Documentation under this contract shall neither imply, nor permit, nor provide any right to manufacture or have manufactured any part, component, system, or element of the Articles through licencing or otherwise. The Authority shall be responsible and liable for any changes it makes to Foreground IP and Background IP; and shall hold harmless, indemnify, and defend the Buyer and Seller harmless from responsibility and injury for any injury or damage to the Authority, and shall defend and indemnify the Buyer and Seller from and against any losses, liabilities, and claims to the extent indirectly or directly arising from or caused by any such change.

5.0 INDEMNITY OF INTELLECTUAL PROPERTY INFRINGEMENT

This clause is applicable if the Boeing General Provisions Article INTELLECTUAL PROPERTY INDEMNITY incorporated into the contract has been deleted or modified.

5.1 The Seller shall indemnify the Buyer and, or, Authority (including for this purpose, every officer and department thereof so long as acting on behalf of the Authority) against all loss, damage or expense arising in respect of any action or claim for actual or alleged infringement of any Intellectual Property rights by the use or possession of the Articles but such indemnity shall not cover: (i) alleged infringement arising from alteration or modification of the Articles without the prior written consent of the Seller; (ii) alleged infringement arising from use of the Articles in combination with any other articles, parts, equipment, or software without the prior written consent of the Seller for use other than the Article's intended purpose; or (iii) alleged infringement arising from claims pertaining to items provided by the Authority which did not originate from the Seller.

5.2 In the event of any claim, suit, or action made against the Buyer and, or, the Authority to which the indemnity in sub-clause 5.1 applies, the Buyer shall notify the Seller within thirty (30) days; shall cooperate to the extent reasonably necessary by providing all relevant information, documents, and witnesses; and shall not make any responses or admissions without prior written consent of the Seller. If the Seller defends a claim, suit, or action under sub-clause 5.1, the Seller shall at its discretion:

- a. provide reasonable efforts to conduct any litigation or negotiate any settlement arising therefrom in such a way that the Buyer and, or, Authority is able to continue using the Aircraft, Articles and Documentation and any part or unit thereof without infringement or interference; or
- b. provide reasonable efforts to procure for the Buyer or the Authority the right to continue accepting, possessing, purchasing, distributing or using the Aircraft, Articles and Documentation or any part or unit thereof; or
- c. provide reasonable efforts to modify or amend the Articles and Documentation or infringing part thereof so that the same becomes non-infringing without affecting the capability and performance of the Aircraft, Articles and Documentation or interoperability of the major components or subassemblies; or
- d. provide reasonable efforts to replace the Articles and Documentation or infringing part thereof by other-Articles and Documentation or part thereof of identical capability and performance.

6.0 QUALITY ASSURANCE

Reserved.

7.0 CONFIDENTIALITY, PUBLICITY, AND SECURITY

7.1 Except with the consent in writing of the other Party, neither the Buyer nor the Seller shall disclose to any person, except to the Party's Subcontractors on a need to know basis, the contract or any purchases made in this contract or any provisions thereof or any information, including Technical Information or information otherwise considered proprietary or confidential, issued or furnished by or on behalf of the other Party in connection therewith.

7.2 In addition to the foregoing, neither Party shall make use of any information obtained directly or indirectly from the other Party or compiled or generated by the other Party in the course of this contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the other Party.

7.3 Subject to consent in writing from the Buyer of such exercise, the exercise by the Seller of any ownership rights relating to the Intellectual Property referred to in clause 3.0 herein without in any way connecting the Intellectual Property to the Buyer or this contract or any related transaction and without revealing any information regarding the Buyer or this contract or any related transaction and without revealing any information regarding the Authority or this contract or any related transaction shall not constitute a breach of this clause 7.0.

7.4 The Seller shall not publish or release, nor shall it allow or undertake the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the contract in any media without the prior written consent of the Buyer. Notwithstanding the foregoing, the Seller may announce or publish on the existence of the contract award following prior coordination with the other Party on the announcement.

7.5 Any classified information communicated from the Buyer to the Seller shall be accorded by the Contractor a degree of security not less than that accorded in the Industrial Security Manual.

7.6 The Seller will make contractual arrangements with its Subcontractors which contain obligations functionally equivalent to this entire clause 7.0.

8.0 OBSOLESCENCE / DIMINISHING MANUFACTURING SOURCES

The Seller shall use reasonable efforts to notify the Buyer of obsolescence or Diminishing Manufacturing Sources (DMS), should they become known to the Seller. Notification may include proposal of last-time buy options (including price and lead time) or suggest modifications to the obsolete/DMS item to accommodate replacement. Detailed analyses and resolution of such obsolescence or DMS are excluded from this requirements of this clause

9.0 APPLICATION OF WORKPLACE SAFETY AND HEALTH ACT

This applies to Sellers performing Services, including maintenance or work, at Authority premises:

For the purposes of the Contract, the Seller, its employees, agents, and Subcontractors when conducting work in Singapore shall comply with its applicable provisions of the Workplace Safety & Health Act and the regulations and codes of practice issued thereunder electronically available at the Ministry of Manpower's website and have attained BizSafe Level 3 or equivalent safety certification throughout the contract period for the performance of Services.