

**CUSTOMER CONTRACT REQUIREMENTS
IL SCM F-15
CUSTOMER CONTRACT KFX-DAPA-53AM0NP11**

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

KFX-DAPA-53AM0NP11 SPECIAL PROVISIONS .

A. MAINTENANCE OF SECRECY

1. Seller warrants that any data or information related to this Contract, shall be held and preserved as "Confidential Matters of the Republic of Korea" in strict compliance with the relevant laws and regulations of the Republic of Korea. Documents provided shall be protected in accordance with the equivalent U.S. or Korean security classification. Seller further warrants that any data or information related to this Contract, originally developed by Buyer shall be held and preserved as "Confidential Matters of The Boeing Company."

2. Any documents or correspondence in relation to and in connection with this Contract, whether or not marked "Confidential," therein, shall not be disclosed in any way outside of Seller's organization and shall not be disclosed or released to any other unauthorized person or corporation without Buyer's written consent.

B. PROPER CONTRACT PRICE

1. The Seller shall guarantee that all the prices specified in this Contract do not include any improper costs, and warrant that this Contract is made directly between the Seller and Buyer.

2. The Seller shall guarantee that the prices stated in this contract do not exceed the Seller's regular prices adjusted for export differential and the prices are not higher than those stated to other buyers similarly situated at the time of proposal submittal or contract award.

C. INTELLECTUAL PROPERTY RIGHTS

If Buyer or end-customer becomes subject to a suit, any other claim, etc. in which a third party alleges that the Goods/Services or any part thereof provided by the Seller infringes an intellectual property right, the Seller shall, in good faith 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. Obtain the right for Buyer and Buyer's customer to use such Good/Service in a manner intended in this Contract.
- c. Replace or modify the Good/Service in compliance with an equivalent but non-infringing alternative Good/Service that conforms to the specifications of this Contract.
- d. Defend against such suit or claims. If any court of competent jurisdiction holds such Good/Service to constitute such infringement, the Seller shall, at Buyer's option, take one of the actions described under (a) through (c) above.

D. FORCE MAJEURE

Immediately after, but no later than 10 days after, the occurrence of a Force Majeure Event, Seller shall notify Buyer in writing, containing a written certificate issued by an authorized government agency or an institution/organization assigned to and entrusted with such agency of a country affected by the manufacture or delivery of the Goods. The certificate shall indicate:

- a. The Seller could not reasonably foresee occurrence of Force Majeure Event at the time of execution of contract; and
- b. The Seller could not control the failure of or the delay in Delivery of Goods/Services due to such Force Majeure Event.

E. SPECIAL PROVISION FOR PROHIBITION OF ANY DIRECT OR INDIRECT SALE OF GOODS/ SERVICE TO NORTH KOREA

1. These special provisions are primarily purposed to prohibit any direct or indirect sale of the Goods/ Services to North Korea. The Goods/Services stated herein includes any related technical data and information.
2. The Seller warrants that any goods same as or similar to the Goods/Services shall not be sold or transferred to North Korea, regardless of whether or not the Seller is involved directly in such sale or transfer.
3. In case Buyer has obtained the information that Seller has violated these special provisions, Buyer shall:
 - a. Make a claim for recovery of all payments made to Seller.
 - b. Make a claim for recovery of other losses incurred to Buyer.
4. The term "sale" or "transfer" used herein covers lease, release, assignment or any other possession of the Goods/Services stated herein.
5. These special provisions are incorporated in and made part of this Contract, and shall survive all other terms and conditions under this Contract.
6. Where an agent for the Seller is involved in this contract, these special provisions are binding upon such agent.