**CUSTOMER CONTRACT REQUIREMENTS**

**SES**

**CUSTOMER CONTRACT SES-15**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

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

1. WAAS PAYLOAD FLOWDOWN CLAUSES:

The following clauses set forth in the Federal Aviation Administration Acquisition Management System (AMS), as amended and modified below, may be applicable to the WAAS Payload pursuant to this Contract. Without limiting the provisions of this Contract, these clauses are incorporated by reference into this Contract with the same force and effect as though set forth in full text. In all such clauses , unless the context of the clause requires otherwise, the term "Contractor" shall mean Seller and the terms "Government," "Contracting Officer'' and equivalent phrases shall mean Buyer or its Customer.

AMS Clauses Incorporated by Reference

* 3.6.2-9 Equal Opportunity for Veterans (08/1998)
* 3.6.2-12 Equal Opportunity for Veterans (01/2011)
* 3.6.2-13 Affirmative Action for Workers with Disabilities with Disabilities ((10/2010)
* 3.10.2- Subcontracts for Commercial Items and Commercial Components (04/1996)

**To the extent that work under this contract is performed by a Seller outside the United States, the above list of Acquisition Management System (AMS) clauses are not applicable to Seller, but are applicable to any subcontracts placed by Seller for work performed in the United States.**

2. Additional Special Clause Incorporated by Full Text:

CONFIDENTIALITY OF DATA AND INFORMATION

In the performance of this Contract, the Seller, its Consultants and/or Subcontractors, may need access to information in the Government's possession which is encumbered with restrictions on the Government's rights to use or disclose, or that might preclude dissemination or use other than in the performance of this Contract. By reason of the foregoing, the Seller agrees that any employee, subcontractor or consultant it uses will comply with all restrictive legends or markings on data, software, or information it uses, and further agrees to not:

(a) [RESERVED].

(b) Use for any purpose other than the performance of this Contract of data bearing a restrictive marking or legend, unless such information or data has otherwise fallen into public domain through no action or fault of the Seller.

(c) [RESERVED].

(d) The Seller agrees to make employees aware of the requirement to maintain confidentiality of data and information and the necessity to refrain from divulging either proprietary data of other companies or data from the Government to unauthorized persons

(e) [RESERVED].

BDS Terms and Conditions Guide

Effective: 04/07/2015 (Draft)

Page 2 of 5

(f) [RESERVED].

(g) [RESERVED}

**This Confidentially of Data and Information clause is applicable only to marked United States Government Data or Information that is furnished by Buyer to Seller.**

**INTELLECTUAL PROPERTY RIGHTS**

1. Seller grants to Buyer or Buyer’s Customer an irrevocable (unless and until this Contract is terminated) non-exclusive assignable (only with the sale of the Spacecraft Delivered under this Contract) 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 Goods (including Ground Control Software and Goods, but excluding Vendor Software) or directly employed in the use of any item of Goods (including Ground Control Software and Goods, but excluding Vendor Software) Delivered under this Contract solely for the purpose of using, operating and maintaining (including the making of copies for back-up purposes) the Goods and also, with respect to source code Delivered hereunder, for the purpose of modifying the Goods or Data. Such license shall be deemed to be fully paid-up (without any further payment by Buyer or Buyer’s Customer) for the purposes of using, operating and maintaining (including the making of copies for back-up purposes) the Goods and, for the purpose of modifying any Spacecraft Goods or Data Delivered under the Contract in accordance with Modifications or Amendments to Data provision.
2. This clause shall not be construed as limiting any rights of Buyer or Buyer’s Customer or obligations of Seller under this Contract including specifically the right of Buyer or Buyer’s Customer, for no additional compensation to Seller , to use, have used, deliver , lease, sell or otherwise dispose of, the Goods or any part thereof, required to be Delivered under the Contract.

Notwithstanding any other provision of this Contract , the ownership in and title to copyrights , computer programs, and other intellectual property, related source codes and their related documentation Delivered to Buyer or Buyer’s Customer by Seller in accordance with this Contract shall remain in Seller or its licensor. Seller hereby grants to Buyer or Buyer’s Customer and to Customer’s affiliates SES ASTRA S.A., SESE, SES Americom Inc., SES Sirius AB, SES Satellite Leasing LTD a paid up irrevocable (unless and until this Contract is terminated , provided that if this Contract is terminated other than pursuant to Termination for Convenience or Cancellation for Default clauses, the Parties will negotiate licence rights if any), 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 Contract for the purposes of using, operating and maintaining the Goods. Except with respect to Seller's competitors , the foregoing license includes the right of Buyer or Buyer’s Customer to engage third parties to so use duplicate , or adapt such computer programs, and their related documentation for such purposes with such Spacecraft and other Goods under conditions specified by Seller that are reasonably necessary to protect Seller's proprietary rights and copyrights therein.

**MODIFICATIONS OR AMENDMENTS TO DATA**

1. Buyer or Buyer’s Customer shall have the right to make modifications or amendments to the Data deliverable that will remain as a Properly Operated Spacecraft provided that one or more of the following conditions is met:
2. the modifications or amendments are made for the purpose of adapting the Delivered Data to specific operating needs of the business and do not change in any material respect the Satellite Recommended Operating Procedures;
3. the modifications implemented by Buyer o r Buyer’s Customer correct identified shortcomings or errors in the Delivered Data that may lead to potential unsafe conditions or other

BDS Terms and Conditions Guide

Effective: 04/07/2015 (Draft)

Page 3 of 5

unintended consequences, provided notification has been given to Seller ;

1. the modifications or amendments are made for the purpose of adapting Delivered Data to a different format for use in a new ground control system and such modifications do not change in any material respect the Satellite Recommended Operating Procedures .
2. In all cases where Buyer or Buyer’s Customer is making modifications or amendments to the Data (other than those described in sub-clause 2) , Seller shall approve such changes, such approval not to be unreasonably withheld, and Seller hereby agrees that Buyer or Buyer’s Customer shall be the sole owner of all rights in such modifications or amendments made by Buyer or Buyer’s Customer to such Data. Seller shall retain all ownership rights in the Data as Delivered subject to Buyer or Buyer’s Customer rights to use the same under this Agreement.

**ACCESS TO WORK IN PROGRESS AND INSPECTION OF TECHNICAL DATA AND INFORMATION**

1. Seller shall make all necessary arrangements to convene design and progress review meetings with Buyer or Buyer’s Customer, and/or Buyer or Buyer’s Customer designated representatives and submit reports and other Data as provided therein. 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 or Buyer’s 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 Buyer or Buyer’s Customer and Seller.
2. Seller agrees that Buyer or Buyer’s Customer, and/or Buyer or Buyer’s Customer designated representatives, shall have the right, upon reasonable notice, and on a non-disruptive basis, to monitor work related to this Contract in progress at Seller's and Sub-Contractors’ plants or other place of manufacture or assembly including 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 or Buyer’s Customer as allowed by the Seller's Governmental Authorizations and Security requirements. Buyer or Buyer’s Customer shall have the right to have a designated representative to monitor the Work on a day to day basis, subject to sub­ Clause 6 and Seller shall provide all necessary facilities and support required therefore to include secure lockable offices containing 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 Seller's network to retrieve test data and failure/quality documentation .
3. With respect to all items of Goods, Buyer or Buyer’s Customer, and/or Buyer or Buyer’s Customer designated representatives, shall have the right to accompany Seller, at Major Sub-Sellers' plants or other place of manufacture or assembly, or other relevant location, all manufacturing activities, Qualification, protoflight, Acceptance Tests and any other tests including any re-testing and all tests referred to in Schedule C, and review the results thereof.
4. Where Buyer or Buyer’s Customer rights set forth in this clause are subject to any Governmental or other restrictions of whatever nature, which (notwithstanding the best efforts of Seller to obtain waiver) are not waived, Seller will not be in breach of the Contract provided that Seller, in consultation with Buyer or Buyer’s Customer, shall appoint independent experts subject to sub-clause 6 to oversee the Work for which Buyer or Buyer’s Customer's access is restricted. Seller shall pay all the costs associated with the appointment and compensation of such independent experts.

BDS Terms and Conditions Guide

Effective: 04/07/2015 (Draft)

Page 4 of 5

1. Seller shall make available to Buyer or Buyer’s Customer, and/or Buyer or Buyer’s Customer designated representatives , for examination , evaluation and inspection throughout the term of this Contract, all pertinent documentation relating to the performance of the Work to be undertaken by Seller and its Sub-Contractors, reasonably required by Buyer or Buyer’s Customer, and/or Buyer or Buyer’s Customer designated representatives, including technical data and information relative to the design , manufacturing and testing , including re-testing, of the Spacecraft and all other Goods. 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, Seller and shall continue to be available for such purposes as long as Buyer or Buyer’s Customer is operating the Spacecraft .
2. The same rights of access granted to Buyer or Buyer’s Customer in this clause shall be granted to Buyer or Buyer’s Customer technical consultants and/or Buyer or Buyer’s Customer designated representatives and, to the extent necessary to enable Buyer or Buyer’s Customer to obtain insurance and external financing for the Work, to the technical consultants of Buyer or Buyer’s Customer insurers, bankers and financial advisers, and legal advisers, provided such technical consultants and *I* or Buyer or Buyer’s Customer designated representatives, do not pose a conflict of interest to the Seller and agree in writing to be bound by Seller's terms of non-disclosure In the event of a conflict of interest, Seller agrees to provide to Buyer or Buyer’s Customer reasons for such conflict.
3. Seller agrees and warrants to Buyer or Buyer’s Customer that it will have the necessary provisions in its sub-contracts with all unit and sub-system Sub-Contracts , which will be maintained throughout the life of this Contract for the purpose of implementation of this clause.
4. For the portion of the Work which is performed by Sub-Contractors in the USA and which is controlled under the International Traffic in Arms Regulations (ITAR), and/or the Export Administration Regulations (EAR), Seller shall require the submission by such Major Sub-Sellers (as designated by Buyer) to the USA Administration of requests for Technical Assistance Contracts and/or Department of Commerce licenses (if no license exception is available) no later than the effective date of this Contract +15 days. For the portion of the Work which is performed by unit and sub-system Sub-Contractors other than Major Sub-Contractors in the USA and which is controlled under the International Traffic in Arms Regulations (ITAR) and/or the Export Administration Regulations (EAR), Seller shall require the submission by such Major Sub-Contractor to the USA Administration of requests for Technical Assistance Contracts and/or Department of Commerce licenses (if no license exception is available) no later than the effective date of the Contract +60 days. These shall include requests for Buyer or Buyer’s Customer, and/or Buyer or Buyer’s Customer designated representatives , access to such portion of the Work performed by the relevant Sub-Contractor, and specifically request access for the following Buyer or Buyer’s Customer nationalities : all NATO countries, all European Union countries, and, based on a defined list of Buyer or Buyer’s Customer personnel, and/or

BDS Terms and Conditions Guide

Effective: 04/07/2015 (Draft)

Page 5 of 5

Buyer or Buyer’s Customer designated representatives, to be provided no later than EDA, Brazil and South Africa . Seller shall deliver to Buyer or Buyer’s Customer copies of such requests no later than the effective date of the Contract +20 days.

1. Seller agrees to establish an active communications link with the USA Administration to follow-up the progress of the Technical Assistance Contract or Department of Commerce license approval process. Seller shall maintain a minimum frequency of weekly communications with the responsible USA agency and report weekly to Buyer or Buyer’s Customer on the progress of such approvals.
2. Seller shall provide full support to the Buyer or Buyer’s Customer and to Buyer or Buyer’s Customer's ground COMSEC custodian to obtain from NSA and DOS production, distribution , usage and disposition of the ground station encryption key materials. It includes meeting attendance to obtain necessary clearance from US authorities . The Buyer or Buyer’s Customer ground station COMSEC custodian will be responsible, in cooperation with the Space segment COMSEC custodian contracted by the Seller , to obtain the authorizations necessary for the production, usage and disposition of the ground station key material. Seller will be responsible for all contracts/export licenses necessary for the authorization , production, distribution, usage and disposition of satellite encryption key materials in due time.