

CUSTOMER CONTRACT REQUIREMENTS
India P-8I LRMRASW AIRCRAFT
CUSTOMER CONTRACT 369/DAA/C/16-17/P-8I Option Clause

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

INDIA INTEGRITY PACT CLAUSE .

1. Compliance with Laws:

Seller shall (i) comply with all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention"), the India Prevention of Corruption Act or other anti-corruption/anti-bribery convention; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, *et. seq.*), regardless of whether Seller is within the jurisdiction of

the United States; and (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

2. India Integrity Pact:

Seller confirms that it has read the Pre-Contract India Integrity Pact, which was executed by Buyer and the Government of India (GOI) substantially in the form found in the Defence Procurement Procedure, provided at <http://mod.nic.in/forms/List.aspx?Id=58&displayListId=58>

and is familiar with Buyer's obligations therein and Seller agrees that it shall comply with the applicable Integrity Pact therein or the modified version signed by Buyer and the GOI, a copy of which is or has been provided to Seller.

3. Independent Contractor:

Seller is an independent contractor fully and solely responsible for its own actions and is not, and shall not hold itself out as, an employee, agent, partner or joint venture party of or with, or attorney in fact for Buyer. Directors, officers, agents, representatives, consultants, subcontractors, employees and affiliates of Seller (collectively, "Seller's Affiliates") shall not be considered, directors, officers, agents, representatives, consultants, subcontractors, employees or affiliates of Buyer and neither Seller nor Seller's Affiliates may make or sign or purport to make or sign sales orders or contracts or other instruments in the name of Buyer, make any commitment for the account of, assume or create express or implied obligations of any kind on behalf of, or in any respect bind Buyer, or market, sponsor or promote any product or service on behalf of Buyer. Seller shall not have the authority to accept service of legal process for or on behalf of Buyer. Seller shall be solely responsible for the actions of Seller's Affiliates. In no event shall Buyer be held liable or accountable for any obligations incurred by Seller or Seller's Affiliates and Seller shall indemnify and hold Buyer harmless against any such liability or accountability. Seller agrees at all times to comply with all legal, fiscal and commercial obligations, which are required of Seller in its capacity as an independent contractor.

4. Indemnification:

Seller shall indemnify and hold harmless Buyer for the amount of any loss suffered by Buyer and any penalty imposed on Buyer by the GOI as a result on Seller's breach of any provision hereof.

5. Cancellation for Default

Seller's breach of any provision of this clause shall be grounds for cancellation of this contract under the Cancellation for Default and/or

Termination/Cancellation Articles of this contract.

Special Provisions - 369/DAA/C/16-17/P-8I .

ARTICLE 7 - QUALITY

7.1 The quality of the Aircraft, Spares, and Support Equipment delivered according to this Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores in accordance with Seller's established Manufacturing and Quality Systems. The Seller confirms that the stores to be supplied under this Contract shall be new, i.e. not manufactured before 2016. New stores are unused parts and materials which have never been sold, shipped, title transferred or otherwise conveyed or delivered to another operator. The parts and materials used in the stores may have been used for the purposes of inspections and testing activities for the P-8I Program. Such P-8I parts and materials include those utilized in the Seller's System Integration Laboratory (SIL) and other test facilities.

7.2 Spares supplied under this Contract are interchangeable with same equipment supplied by the Seller in the past. In the event of part number changes, the Seller shall provide the Buyer with notification of approved part number changes and interchangeability.

ARTICLE 15 - WARRANTY

15.1. The Seller warrants that the goods supplied under this Contract conform to technical specifications as prescribed in the Statement of Work referenced by this contract.

15.2 Seller shall provide the details of complete defects, reasons and remedial actions for defects.

15.8 Unless otherwise specified in the manufacturer's (OEM) storage requirements, The Seller will guarantee a shelf life of (4) years under the Indian tropical condition as given below, provided it is stored in original manufacturers packing:-

- (a) Minimum temperature: -40 degree C.
- (b) Maximum temperature: +55 degree C.
- (c) Average Humidity (RH): 65%.

15.9 The Seller shall make available the detailed specifications of all oils and lubricants required to be used in the equipment at the time of initial delivery of equipment to facilitate identification and development of indigenous equivalents to be used after the expiry of the warranty period.

ARTICLE 28 - PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS

28.1. The price of this Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered trademarks, charges and payments for any other industrial property rights necessary for the operation, maintenance and repair of the Goods to be performed by Buyer's customer.

28.2. Buyer's customer shall have the license rights to use Intellectual Property embodied in data delivered to the Buyer for the purposes as set out in this Article 28, and except for such license rights, Seller or other owner of the Intellectual Property shall retain all right, title and interest, including ownership, in such Intellectual Property and data.

28.3. Seller grants to Buyer's customer for use by Buyer's customer, a paid up and royalty free, world-wide, non-exclusive, non-transferable license, without the right to grant sublicenses, in Intellectual Property embodied in data that is delivered under this Contract, for purposes of operation, maintenance, and repair of the Goods under this Contract. Buyer's customer is authorized to make copies of such data (except for data bearing the copyright or restrictive legend of a third party), and all copies of such data will belong to Seller or other party as identified thereon and will be subject to an obligation of confidentiality under this Contract, whether the data bears a restrictive legend or not, and regardless of the terms of any restrictive legend appearing thereon. Buyer will preserve all restrictive legends, and all copyright notices on all delivered data and ensure the inclusion of those restrictive legends and copyright notices on all copies of such data.

28.4. "Malicious Code" is embedded software object code that was created or employed deliberately and purposefully without Seller's knowledge, by a person having the unlawful intent to provide a capability to themselves or others to inhibit the desired and designed function of the Goods, or to cause physical damage to the user or the Goods during the operation of the Goods.

28.4.1. Seller certifies that based upon Seller's present knowledge, the Goods do not contain Malicious Code that would activate procedures to:

- a) Inhibit the desired and the designed function of the Goods; or
- b) Cause physical damage to the user or the Goods during the operation of the Goods.

28.4.2. In the event of nonconformance or defect attributed to Malicious Code, Seller shall promptly modify the Goods to remove the Malicious Code or to replace the Malicious Code with code that is not Malicious Code.

ARTICLE 30 - PRODUCT SUPPORT

30.1 The Seller agrees to provide Product Support for a minimum period of 20 years after the delivery of last aircraft, spares and equipment to the Buyer's customer. Throughout the 20 year period, the Seller shall provide at least two years notice to the Buyer for systems closing of their product line so as to enable a Life Time buy of all spares before closure of said production line. In the event of any system becoming obsolete the Seller will provide recommended alternate solutions. In addition, the Seller will offer available upgrades and modifications on the equipment during this time frame.

30.2 In the event of any obsolescence during the above mentioned period of 20 years product support with respect to any system, mutual consultation between the Buyer and Seller will be undertaken to arrive at an acceptable solution subject to the Parties' entering into a separate contract for this effort.