

CUSTOMER CONTRACT REQUIREMENTS
Technical Support and Maintenance of Aircrew Training System for BOT
CUSTOMER CONTRACT 1/1100/445/377 (1_1100_445_377)

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

BSA Contract Provisions Special Provisions .

Definitions:

The terms below in the Contract, its terms or documents, have the meaning listed next to them, unless the context clearly dictates otherwise:

Term	Definition
Government Authority	Buyer's customer, Ministry of Defense of the Kingdom of Saudi Arabia
Government Tenders and Procurement Law/ Law	Government Tenders and Procurement Law issued under Royal Decree No. (M/128), dated 13/11/1440 and its amendments and Regulations.
Executive Regulations	Executive Regulation of the Government Tenders and Procurement Law issued by Minister of Finance Resolution No. (1242), dated (21/03/1441 AH) amended by Ministerial Resolution No. (3479), dated 11/08/1441 AH.
Works	The works that are the subject of the Contract made between the Government Authority and the Buyer or the Contract made between the Buyer and the Seller, and that the Seller shall implement according to the terms and technical specifications stipulated in the Contract.
Equipment	The tools, devices, software and vehicles provided by the Seller in permanent or temporary manner and used by the Seller to implement the Contract.
Site	The lands and places the works shall be implemented on, in, under, or through, and any other lands or places provided by the Government Authority for the purposes of the Contract, and any other places specified by the Contract as part of the site.
Plans	The plans referred to in the Contract or any amendments thereto that the Contractor shall approve in writing from time to time.
Approval	Written approval issued by the Contract parties or their representatives according to the Contract requirements.
Singular and plural words	Words in the singular form refer to the same meaning of words in the plural form, and the opposite is also true when the context of the text requires it.
Specifications	Special and general specifications and manuals for the works and materials referred to in this Contract, and any amendments or additions thereto approved by the Government Authority.
Materials	Materials that shall be provided or used for this project to implement the work and services by the Seller, according to the scope of work.

Intellectual property	Any invention, trademark, service mark, trade name, or work that is subject to copyright or similar rights, industrial design, patent, working knowledge, trade secret, and all other rights that are intellectual property (regardless of their nature and wherever they arise, whether known or hereinafter arise) and in all their cases, whether registered or not, and other intellectual property rights.
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Applicable Law For In Kingdom Work

The Seller shall also be subject to the applicable law in the Kingdom of Saudi Arabia for work performed within the Kingdom of Saudi Arabia

Conflict of Interest:

The Seller and all its employees shall commit and guarantee the commitment of its subcontractors, and everyone who has a direct or indirect relationship with the implementation of the scope of this Contract, to adhere to the provisions of the regulations regulating conflicts of interest in implementing the Government Tenders and Procurement Law and its Executive Regulations issued by Cabinet Resolution No. (537), dated (21/08/1441 AH), and all other relevant regulations, it is also particularly committed to the necessity of avoiding conflict of its own interests with the interests of the Government Authority and avoiding any situation that may result in a conflict of interest regarding to the implementation of the Contract, and informing the Government Authority, via the Buyer, and disclosing in writing any case of conflict of interest or any private interest that has arisen, will arise, or may arise from any transaction related to the activities of the Government Authority.

Confidentiality and Protection of Information:

First: The Seller and all of its employees shall commit and guarantee the commitment of its subcontractors not to disclose or use any secrets or information that is nonpublic; including data, drawings or documents related to the Contract, whether written or oral, and This commitment extends to any information they may possess or may become aware of the secrets, transactions or affairs of the Government Authority - due to their work - and this commitment applies within the duration of the Contract and even after termination or expiration of the Contract.

Second: Depending on the need, the Seller shall review, study and analyze the project data along with the work that needs to be carried out. The Government Authority shall be informed immediately, via the Buyer, of any breaches related to confidential data and information and be provided with a detailed explanation of the breaches and the type of data that was hacked, the authorities of the people affected by this, and all other important details by the Seller.

Third: Unless it is permitted under the laws and regulations that apply in such circumstances, the Seller shall not reveal details regarding the Government Authority to any third party without the Government Authority's prior approval, granted through the Buyer. The Government Authority and/or Buyer may execute the appropriate investigations into the matter, determine the consequences that resulted from it, and take every step needed to avoid it from happening again. In addition to taking the required steps to remedy the breach and prevent the consequent damages/breach in the future.

Fourth: The Seller shall not use, shall delete and destroy any data or information related to the Government Authority permanently, or shall return them to the Government Authority, in case the Government Authority and/or Buyer requests any of this by written letter, and this upon completion of the implementation of the Contract, or upon termination or expiration of the Contract.

Fifth: The Seller and all of its employees shall commit and guarantee the commitment of its subcontractors not to take any pictures of the facilities and buildings or use them for advertising purposes or for any purpose without prior approval from the Government Authority, granted through the Buyer.

Sixth: The Seller shall not refer to the Government Authority, the Contract, or the services in any advertisement, statement, disclosure, or offer, before obtaining prior approval from the Government Authority, granted through the Buyer.

Seventh: The Seller shall adhere to all basic cybersecurity requirements of the National Cybersecurity Authority and the Government Authority's internal regulations, policies, and instructions.

Intellectual Property Rights:

First: Intellectual property rights relating to works created by the Seller before the date of this Contract or independently of

this Contract (“Existing Works”) shall remain as a property of the Seller, and the Seller shall also retain all intellectual property rights not related to this Contract, such as those developed by the Seller independently of this Contract and for the purpose of completing the required works in this Contract.

Second: The Government Authority and every other party that receives the outputs or benefits from the works, or any third party appointed by the Government Authority to use the outputs or works of this Contract shall be granted by the Seller a license to use the intellectual property in existing works, provided that it is permanent, non-exclusive, transferable and transferable.

Third: Considering what is stated in Paragraph First of this Clause, all intellectual property rights provided under this Contract by the Seller or its subcontractors, such as outputs, documents, and other intellectual property, either by inventing, developing, creating, or obtaining them individually or with any other person, it will transfer to the Government Authority, via the Buyer, and will become the exclusive property of the Government Authority. Intellectual property also includes any designs, plans, documents, data, specifications or reports developed by the Seller for the benefit of the Government Authority or development or improvement work created on any of them. The Seller may not use, reuse, copy or distribute it except with prior approval from the Government Authority, provided via the Buyer, and the Government Authority is entitled to reject the Seller’s request in this regard, providing a reasonable justification for that rejection.

Fourth: With respect to every work owned by a person other than the Seller or any governmental authority that is determined under this order to be or be included in an output or work (“Third Party Works”), the following shall apply:

- a. In the event of the works of the third party and the conditions for their use and benefit are known to the Seller before the date of the Seller submitting its offer or accepting the Contract, the Seller shall disclose them with all the details, including the necessary licensing conditions, within its offer.
- b. In the event of the works of the third party and/or the conditions for their use and benefit are not specified in the Seller’s offer or Contract, the Seller may not include the works of the third party in the services or outputs except after it discloses to the Government Authority, through the Buyer, those works and the conditions for use and benefit from them, and after this Disclosure of the Government Authority approves those conditions and that inclusion.
- c. The Seller guarantees that every license granted to the Government Authority or Buyer, and to every authority or third party beneficiary and user of the third party’s work that the Seller includes in a work, output, or document to be submitted to the Government Authority, via the Buyer, under this Contract shall be in accordance with the licensing conditions mentioned in the Paragraph Second of this Clause, unless it does the following: It was stated in Paragraphs (a and b) above.

For the purposes of Paragraph Fourth, third party works are defined as any intellectual property right that is not owned by the Parties to the Contract, Government Authority, or joint venturers (if any), and the benefit or use of that right is restricted and limited by the terms and approval of a third party.

Fifth: In order to enable the Government Authority to take procedures to register the intellectual property rights contained in those works according to the circumstances and regulatory requirements in this regard, the Seller shall transfer all documents related to those rights mentioned in Paragraph Third of this Clause to the Government Authority, via the Buyer, as requested.

Sixth: The Seller shall protect the Government Authority and Buyer and confront and respond to any allegations or claims from third parties related to intellectual property rights in any of the works submitted by the Seller to the Government Authority or Buyer in accordance with this Contract, or the intellectual property rights established under this Contract unless those allegations are due to the Authority’s breach. The government fulfills its obligations under the Contract, or its negligence or negligence, and the Seller’s obligation remains in place after the expiration or termination of the Contract, and the Seller bears all fees, expenses, and fees necessary to respond to any of these claims, allegations, litigation costs, attorneys, and compensation without any responsibility or burdens on the Government Authority.

Seventh: The Seller may, at its own expense and subject to the approval of the Government Authority, provided via the Buyer, use any of the documents provided by the Government Authority for the purposes of providing work within the scope of this Contract and during its term. The Seller shall limit the scope of use to the person or persons working to provide work to the Buyer or Government Authority under this Contract and no other Subsidiaries of the Seller.

The Sanctity of Holy Places:

The Seller shall be subject to the instructions and regulations of the Kingdom of Saudi Arabia, which prohibit non-Muslims from entering the holy places.

Data Provisions

The Seller shall commit to and ensure the commitment of its subcontractors to provide the Government Authority, via the Buyer, with all information and data that it may request from it. The Government Authority is entitled to verify the accuracy of this information, and the Government Authority may also investigate the Seller or subcontractors with other Government Authority to ensure their commitment to their contracts.

Transfer of Equipment and Materials:

Everything that needs to be carried by air for the purpose of implementing the Contract, including people, goods, etc., shall be done by the Seller, using Saudi Arabian Airlines. In the event that the Seller violates this obligation, the Seller shall be subject to the fine, penalty, or damages prescribed for that.

The Seller shall transport all materials transported by sea necessary to implement the Contract by Saudi ships and vessels in accordance with the instructions and orders prescribed for that purpose.

Increasing and Decreasing Quantities and Liabilities:

The Buyer is entitled, unilaterally and based on its discretion, to increase or decrease the Seller quantities and liabilities, provided that the change orders or contract changes for the increase in the Contract do not exceed (10%) ten percent of the value of the Contract, and that the change orders for the reduction in the Contract shall not exceed (20%) twenty percent of the Contract value, taking into consideration the following:

- a. The additional work must be within the scope of the Contract and not outside its scope.
- b. The amendments and changes should not lead to a breach of the terms and specifications, or a change in the scope of work, the nature of the Contract, or its financial balance.