

**CUSTOMER CONTRACT REQUIREMENTS
F-15SG SIMULATOR
CUSTOMER CONTRACT 2010/GEN/MF02/23**

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.

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

Special Provisions .

OWNERSHIP OF INTELLECTUAL PROPERTY

The Seller grants to ST Electronics Training & Simulation Systems (STEE-T&S) a royalty free license to use, and reproduce within STEE-T&S, all Foreground IP, and all Background IP, and which, with respect to both Foreground IP and Background IP, is delivered to STEE-T&S or another person on behalf of STEE-T&S, only as necessary to fulfill STEE-T&S's obligations under this contract.

INDEMNITY FOR INTELLECTUAL PROPERTY INFRINGEMENT

34.1 Seller shall indemnify STEE-T&S (including for this purpose, every officer and department thereof) 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 possession or use of the Articles to fulfill STEE-T&S's obligations under this Contract.

34.2 In the event of any claims being made against STEE-T&S in respect of matters to which the indemnity in Clause 34.1 applies, Buyer shall notify the Seller within 30 days in writing of the receipt by STEE-T&S of such claims and the Seller shall, and in the following order of priority:

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

APPLICATION OF WORKPLACE SAFETY & HEALTH ACT

For the purposes of the contract, Seller, its employees, agents, and subcontractors shall comply with the provisions of the Workplace Safety & Health Act (Singapore) and the regulations and codes of practice issued thereunder when work is performed in Singapore.

MANAGEMENT OF OBSOLESCENCE

Throughout the duration of this contract, if any Article becomes obsolete or is not available, the Seller shall notify Buyer as it becomes aware of the impending obsolescence and provide notification regarding the obsolescence to include information on last-time buy options.

