

**CUSTOMER CONTRACT REQUIREMENTS
MEASAT 3 Program
CUSTOMER CONTRACT 40-0143
001/2003**

CUSTOMER CONTRACT REQUIREMENTS

If Form GP1 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 29. If Form GP2 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 28. If Form GP3 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 41. If Form GP4 is applicable to this procurement, this Attachment constitutes the Government clauses contemplated by Article 31.

1. The following prime contract special provisions apply to this purchase order:

A. IDENTIFICATION AND CONTROL

Seller shall be directly responsible for and accountable for all supplies, parts, materials, components, subsystems or systems (whether in its possession or, where feasible, the possession of any of its lower-tier subcontractors) which are designated to become the property of Buyer pursuant to the terms of this Purchase Order, and which are part of the Items to be Delivered under this Purchase Order. For this purpose, Seller shall establish and maintain a system to control, protect, preserve and identify, at all times and until the Delivery and Acceptance of the last Item to be delivered hereunder, all of the aforementioned property in its possession or, where feasible, the possession of its lower-tier subcontractors.

B. LOWER-TIER SUBCONTRACTORS

Seller shall, where feasible, require lower-tier subcontractors who are responsible for developing or manufacturing any supplies, parts, materials, components, subsystems or systems which are part of the Items to be delivered under the terms of this Purchase Order to comply with provisions similar to the provisions of this Attachment.

C. INVENTORY CONTROL

Seller shall maintain an inventory of all Buyer property in its possession and shall cause lower-tier subcontractors to do likewise. Seller shall retain inventory records of Buyer property until the Delivery and Acceptance of the last Item to be Delivered pursuant to this Purchase Order, or for so long as Buyer instructs Seller to maintain the Buyer property on their premises.

D. USE OF INVENTORY PARTS/USE OF BUYER'S PARTS

Except for parts and components purchased by Seller in bulk for multiple programs, no part, item of material, component, subsystem or system to be used on the Items to be Delivered pursuant to this Purchase Order shall be taken from another program (including any refurbished part, item of material, component, subsystem or system) without Buyer's consent, such consent not to be unreasonably withheld. Once any part, item of material, component, subsystem or system has been ordered or designated for, or deployed on, any Item to be Delivered pursuant to this Purchase Order, such part, item of material, component, subsystem or system shall not be designated for or deployed on any other program without Buyer's consent, such consent not to be unreasonably withheld. To the extent that Seller uses any parts or components from its bulk inventory, as permitted by the first sentence in this Paragraph D, such parts or components shall meet the reliability standards set forth in the applicable Quality Assurance attachment(s), if any, incorporated and made an integral part of this Purchase Order and shall not have experienced any failures or anomalies.