

**CUSTOMER CONTRACT REQUIREMENTS
DIRECTV 10/11
CUSTOMER CONTRACT 40-0159
DTV03172004**

CUSTOMER CONTRACT REQUIREMENTS

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

A. Intellectual Property

Boeing will retain sole ownership of its own Intellectual Property and Technical Data generated or owned prior to entering into a purchase contract with subcontractor (or independent of the efforts contained herein) and not derived from the Intellectual Property or Technical Data of the subcontractor. Ownership of background or pre-existing Technical Data or Intellectual Property or Proprietary Information, all of which were held prior to entering into a purchase contract with subcontractor, which will be used to perform the work, will remain exclusively with the originating Party.

With regard to Intellectual Property developed independently for purposes of the performance of this prime contract, Boeing owns all right, title and interest in all Intellectual Property developed on behalf of Boeing.

Subcontractor shall be responsible for payment of any third-party royalties or fees necessary for the use of a third-party's proprietary hardware or software by subcontractor required for subcontractor's performance of the work and for Boeing, Boeing's Customer, and such Customer's subcontractors to use, operate and maintain the satellite.

Subcontractor must provide the following information to Boeing upon issuance of a purchase order or subcontract for experimental, developmental or research work, (i) prime/customer contract number, (ii) purchase order number, (iii) name and address of the subcontractor, (iv) patent rights (or similar clause), (v) brief statement of work, (vi) period of performance, and (vii) buyer's name.

B. Data Rights

1. Use of Contract Deliverable Data

Subcontractor shall provide for Boeing, Boeing's Customer and such Customer's subcontractors and Consultants nonexclusive, non-transferable, worldwide, royalty-free licenses and rights to use the subcontract Deliverable Data and any other subcontractor Technical Data necessary for the DIRECTV 10/11 Satellite Program solely for purposes of using, maintaining and operating the satellites.

2. Use of Copyrights

Subcontractor shall provide for Boeing and Boeing's Customer a royalty-free, nonexclusive right under subcontractor's copyrights to make copies of the subcontract Deliverable Data and any other Technical Data solely for use in connection with the use, maintenance and operation of the satellites and delivered equipment. On all documentation that is copyrighted, subcontractor shall apply the appropriate copyright notice to all copies made thereof. All rights to documentation not owned by Boeing are limited by the extent of Boeing's rights and interests therein.

3. Software Rights in Ground Segment Software

Subcontractor shall provide for Boeing, Boeing's Customer, such Customer's Affiliates, and Customer's satellite operator, a non-exclusive, non-transferable license and worldwide, royalty-free right (i) to use, modify, and maintain Ground Segment Software, only for the purpose of using, controlling, maintaining and operating the satellites, provided however that Customer may, upon

notification to Boeing, transfer the Ground Segment Software to another location for the purpose of controlling the satellites and (ii) to reproduce the Ground Segment Software, for the purposes of safekeeping (archives) or backup, provided all copyright notices and proprietary markings are reproduced.

C. Excusable Delay

This provision contains additional requirements to the “Excusable Delay” or “Force Majeure” articles of the IDS General Provisions. In the event of an excusable delay, subcontractor’s notice to Boeing of such delay shall include the cause of the excusable delay, the expected length of the excusable delay, and alternate plans to mitigate the effect of the excusable delay.

D. Access to Work in Progress Data

Boeing, Boeing’s Customer and Consultants shall have access to all work in progress being performed at subcontractors’ plants (in the company of Boeing’s representatives), including technical data, documentation, and hardware. Major subcontractors shall give Boeing notice of all tests, including (without limitation) intermediate tests and those of a subsystem level, to be performed hereunder and shall reasonably cooperate with Boeing and its Customer in such scheduling to accommodate the schedules of Boeing, Boeing’s Customer and its Consultants.