

**CUSTOMER CONTRACT REQUIREMENTS  
COHESU II  
CUSTOMER CONTRACT 4600126901**

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

**4600126901 Special Provisions .**

**ARTICLE 24. Intellectual property**

24.1 The Goods to be delivered and the Services rendered by the Seller under the Agreement shall be free of all restrictions arising from patents, copyrights or other intellectual property rights, with the exception of the restrictions that have been expressly accepted by Buyer in writing. The Seller shall indemnify and hold the Buyer and Buyer's customer harmless against any claims of Third Parties in respect thereof. If the Buyer or Buyer's customer is held liable by a Third Party, the Buyer shall inform the Seller in writing immediately and make available to the Seller all information it has at its disposal to enable the Seller to assess the Third Party's claim and to take measures or other types of action, if required.

24.2 The preceding paragraph of this article does not apply to restrictions inherent in a design furnished by the Buyer or Buyer's customer which must be followed by the Seller.

24.3 Reserved.

24.4 The Seller grants the Buyer and Buyer's customer a non-exclusive, transferable right of use for Defense Purposes / Government Purposes, free of charge, of the information made available to the Buyer and Buyer's customer in connection with the Agreement, including Technical Information, software and documentation in accordance with this Article.

24.5 The Seller will use any knowledge contributed by the Buyer or Buyer's customer for the purposes of the Agreement, for instance Technical Information, exclusively in the context of agreements to be concluded with or for the benefit of the Buyer and Buyer's customer, unless such knowledge is public knowledge or can be obtained from other sources without any restrictions on the disposal thereof.