

**CUSTOMER CONTRACT REQUIREMENTS**  
**AHWCS**  
**CUSTOMER CONTRACT 590000954-5\_188-9**

## CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

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

### **1 Security and Secrecy**

#### 1.1 In General

1.1.1 When sending personnel, the SELLER submits to the regulations on secrecy and security at the place of employment, provided the BUYER provides the SELLER and its personnel with a briefing of said regulations when deployment occurs outside of the United States.

1.1.2 The SELLER agrees to keep employees of his company out of work for this CONTRACT, if they have violated the regulations of secrecy, safety and security on premises of the BUYER'S customer, if required by the BUYER. If the SELLER does not meet the requirements of the BUYER, the BUYER can terminate the CONTRACT.

#### 1.2 Demands of Authorities

1.2.1 The SELLER commits himself, that he will not start with the realization of parts of his performance that need to be kept secret until the security therefore is established according to the above mentioned criteria.

1.2.2 If the SELLER breaks intentionally or carelessly the commitment regarding the protection of classified information, the BUYER can resign from the CONTRACT or may terminate the CONTRACT instantly without notice.

1.2.3 The parties to the CONTRACT undertake to treat in confidence all knowledge which they acquire in relation to this CONTRACT. Confidential matters are to sign with "company confidential" or "proprietary data".

1.2.4 The classification of the description of the delivery items/specifications as well as of the test results, drawings, and manufacturing documents has to ensure a complete protection of the classified information.

1.2.5 The SELLER undertakes to keep confidential the technical documents, left to him by the BUYER and to bring these not to the attention of third parties unless mutually agreed. Moreover, he only undertakes to notify the contents of the order to a third party if and as far as this is necessary to execute the order.

1.2.6 Differences with regard to the classification have to be agreed upon between the parties. If an agreement cannot be reached the official classification is decisive.

1.2.7 The Buyer and Supplier will mutually request the Facility Security Clearance document of the other Party through their National Security Authorities (NSA) or Designated Security Authorities (DSA) immediately after signing this contract.

1.2.8 To ensure protection of classified information within the scope of this CONTRACT the SELLER will undertake the following:

- a) Make all personnel and material arrangements according to official classification (defined in the "security classification list").
- b) Shall comply with the national security regulations issued by his NSA/DSA.
- c) Comply with any demands of the "Bilateral Security Agreement" between the competent NSA/OSA of both countries (Germany: Federal Ministry of Economics and Technology).
- d) Mark the information in accordance with the security classification list.

e) Not to disclose the classified information to any third party without the prior approval of the BUYER, otherwise it is necessary for the fulfilling of the CONTRACT and in accordance with the national security regulations.

f) Destroy or return all classified information to the BUYER that has been received or developed by the Supplier during the duration of the CONTRACT.

g) If the Supplier has any copyrights or privately owned rights, which prohibit the destruction of this classified information the Supplier shall, in accordance with the BUYER, decide how long and to what extent classified information has to be stored and protected. If any classified information is to be used in future contracts, the prior approval of the BUYER has to be obtained.

### 1.3 Requests of End-Customer

Further demands by end-customer concerning confidentiality and security will be mutually agreed between BUYER and SELLER after having addressed this issue in following negotiations between end-customer and BUYER.

1.4 Proprietary information shall be handled in accordance to the non-disclosure agreement.

## 2 Delivery of Devices, Spare Parts, Tools and Accessories

2.2 The SELLER undertakes that spares delivered under this CONTRACT shall not have been manufactured prior to Calendar Year 2015. For stock material not clearly marked with a date of manufacture, the SELLER shall not be obliged to investigate or certify the date of manufacture.

## 3 Product Support

3.1 The SELLER agrees to provide Product Support for the Goods, assemblies/subassemblies, fitment items and consumables and SMTs/STEs (Special Maintenance Tools/Special Test Equipment) purchased from other agencies/manufacture by the SELLER, if any, for a maximum period of 20 years after the delivery of all supplied Goods/Services under the scope of this CONTRACT.

3.2 In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, and after mutual consultation between the SELLER and BUYER, SELLER shall propose an acceptable solution including the proposed cost, if any, to the BUYER.

3.3 Any improvement/modification/up gradation being undertaken by the SELLER or its sub suppliers on any of the Goods/Services supplied under the scope of this CONTRACT during the period defined under 3.1 will be communicated by the SELLER to the BUYER and, if mutually agreed by the BUYER and SELLER, these improvements/modifications/upgrades will be carried out by the SELLER at BUYER's cost.