

**CUSTOMER CONTRACT REQUIREMENTS**  
**French E-3F Engineering Services**  
**CUSTOMER CONTRACT 92-4-056AC/1**

**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

**Special Provisions .**

**ARTICLE 1 RIGHTS IN DATA**

**1.1 Proprietary Information of Buyer**

1.1.1 Any Proprietary Information of Buyer supplied to Seller will be received in confidence and will not be disclosed by Seller to any third party without the prior, written consent of Buyer. Such Proprietary Information may be used by Seller but only for purposes of this Contract.

Seller may disclose Buyer's Proprietary Information but only to those of the Seller's subcontractors having a documented need-to-know the Proprietary Information for the purpose of performing their subcontract for this Contract. Such disclosure to Seller's subcontractors shall be in confidence. Such recipient subcontractors shall be prohibited from disclosing the Proprietary Information to any third party unless expressly authorized by Buyer. Such recipient subcontractors shall be prohibited from using the Proprietary Information for any purpose other than for this contract.

Seller may authorize recipient subcontractors to further disclose Proprietary Information to those of their lower tier subcontractors having a documented need-to-know the Proprietary Information for the purpose of performing their lower tier subcontracts for this Contract. Such disclosure must be made to such lower tier subcontractors in confidence and such lower tier subcontractors shall be prohibited from disclosing Proprietary Information to any third party and shall be prohibited from using the Proprietary Information for any purpose other than for this Contract.

Except as may be otherwise provided herein, Buyer's Proprietary Information will in no event be used for any design or manufacturing purpose without Buyer's prior written consent. Seller will not be precluded from disclosing or using any Data or information marked as Proprietary which:

- (a) Is known to Seller at the time of receipt from Buyer or is received from a source other than Buyer without a restriction on further disclosure;
- (b) Is or subsequently becomes freely available to the public without breach of the provisions of this Article; or
- (c) Is subsequently developed by Seller through means independent of the information provided by the disclosing party.

1.1.2 The restrictions and obligations contained herein relating to Proprietary Information of Buyer shall survive the completion or termination of this Contract as long as that Proprietary Information remains proprietary to Buyer.

1.1.3 Nothing contained herein or in any subsequent communication made pursuant to this Contract will be construed as a waiver of either party's rights or any third party's rights in Proprietary Information of Buyer. All Proprietary Information of Buyer delivered hereunder will remain the property of Buyer.

**ARTICLE 2 SECURITY MEASURES**

2.1 Seller and its United States subcontractors will comply with all applicable Industrial Security agreements between the French and American governments that can be implemented by the Department of Defense Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M).

2.2 Subcontracts placed with suppliers based overseas (other than in the United States) shall include the following provision:

(a) Except with the consent of the Main Contractor in writing the subcontractor shall not disclose the Contract or any provisions thereof, or any specification, plan, drawing, pattern, sample or information issued or furnished by or on behalf of the Main Contractor in connection therewith to any person, other than a person employed or engaged by the subcontractor to carry out the Contract or any other subcontractor, supplier or other person employed for the same.

(b) Any disclosure to any person permitted under (a) of this condition shall be made in confidence and shall extend only so far as is necessary for the purpose of the Contract.

(c) Where any information in connection with the Contract has been designated in writing by the Main Contractor as "classified aspects":

(i) The subcontractor shall not disclose that information, shall not permit that information to be disclosed, and shall take all practicable measures to prevent that information being disclosed to any person (whether an employee of the subcontractor or not) who is not a person to whom the subcontractor is currently permitted by the U.S. Government to disclose classified information; and

(ii) The subcontractor shall protect that information grade for grade, in the manner and to the extent required by the French Republic for information of equivalent grading.

(d) The subcontractor's obligation under this Condition shall apply after as well as before the completion or the termination of the Contract.

(e) Any breach by the subcontractor of his obligations under this Condition shall entitle the Main Contractor (without prejudice to any other right or remedy) to terminate the Contract forthwith by notice in writing to the subcontractor.

2.3 Seller will submit in accordance with the French Republic procedures requests and applications, in a timely manner, for the required security clearances and passes for Seller's personnel or personnel of Seller's subcontractors or subsidiaries for restricted areas at locations where they are performing work under this Contract. Seller's personnel and personnel of Seller's subcontractors or subsidiaries shall not divulge to any foreign government, or to any unauthorized person whatsoever, any classified information of the French Republic or its agencies which may become known during performance of this Contract. If necessary, the French Republic will assist in having such applications processed through the French Republic Agency.

### **Article 3 INDEMNITIES AGAINST PATENT AND COPYRIGHT INFRINGEMENT**

3.1 Indemnity Against Patent Infringement. Seller will defend and indemnify Buyer's customer with respect to all claims, suits, and liabilities arising out of any actual or alleged patent infringement through Buyer's customer's use or resale of any Goods purchased by Buyer from Seller under this Contract, if such event should occur.

3.2 Indemnity Against Copyright Infringement. Seller will defend and indemnify Buyer's customer with respect to all claims, suits, and liabilities arising out of any actual or alleged copyright infringement through Buyer's (i) use or resale of any Seller-created Aircraft Software purchased by Buyer from Seller pursuant to this Contract or (ii) use of any Seller-created Licensed Materials provided to Buyer pursuant to this Contract.

3.3 Exceptions, Limitations, and Conditions.

3.3.1 Seller's obligation to indemnify Buyer's customer for patent infringement will extend only to infringements in countries which, at the time of the infringement, were party to and fully bound by either (i) Article 27 of the Chicago Convention on International Civil Aviation of December 7, 1944, or (ii) the International Convention for the Protection of Industrial Property (Paris Convention).

3.3.2 Seller's obligation to indemnify Buyer's customer for copyright infringement is limited to infringements in countries which, at the time of the infringement, are members of The Berne Union and recognize computer software as a "work" under The Berne Convention.

3.3.3 The indemnities provided under this Article 3 will not apply to any (i) Seller Goods used other than for its intended purpose, or (ii) Goods not created by Seller.