

CUSTOMER CONTRACT REQUIREMENTS
AMOS-17
CUSTOMER CONTRACT AMOS17-2016

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. PERMITS AND LICENSES

1.1. Compliance with Laws. Buyer and its personnel and/or representatives may enter into relevant government agreement(s), including without limitation a Technical Assistance Agreement(s) or an Export Administration Regulation (EAR) license, separate from this Contract, and such government agreement(s) shall govern Seller's provision of hardware, software, Deliverable Data, other technical information, technical services, Training, or access to facilities in connection with this Contract.

1.2. Licenses and Other Approvals. Seller shall timely apply for and, once issued, use its commercially reasonable efforts to maintain any required government export licenses, agreements and other approvals that are required for Buyer and any "foreign person" (defined below) personnel and/or representatives of Buyer's Customer (including, but not limited to, foreign subsidiaries and related entities of Customer involved with the procurement) as well as Buyer's Customer's insurance providers, to have access to Seller facilities, hardware, software, Deliverable Data, Training, other technical information or technical services in connection with the performance of this Contract. A "foreign person" shall be as defined for US Export purposes under the ITAR and EAR regulations. As early as practicable, Buyer shall provide Seller with a list of countries of which "foreign person" personnel and/or representatives of Buyer (including, but not limited to foreign subsidiaries and related entities of Buyer and Buyer's Customer involved with the procurement) as well as Buyer's Customer's potential insurance providers, if such personnel, representatives, insurance providers will or may have access to export-controlled items or services under this Contract. In addition, for any foreign person with a nationality (including any dual nationalities) in a country other than a member country of the North Atlantic Treaty Organization ("NATO") the European Union (EU) or Australia, Japan, New Zealand or Switzerland that Buyer wishes to have access to technical data, services or facilities, Buyer shall provide such person's resume, place of birth, identification of all countries of which such person is a national and the face page of such person's passport. Buyer shall provide such reasonable cooperation and support as necessary for Seller to apply for and maintain such required export licenses, agreements and other approvals, and shall promptly notify Seller of any occurrence or change in circumstances of which it becomes aware that is relevant to or affects such export licenses, agreements and approvals. At Buyer's request, Seller shall include Buyer (and related entities involved with the procurement) as a named party in any application to the relevant government for approval of such export licenses, agreements and other approvals so as to permit Buyer to be present during any discussion with or meetings where Buyer's foreign subsidiaries/related entities, or insurance providers, may receive from, or discuss with, Seller any export-controlled items and/or services. Seller shall provide the parties to such export licenses and agreements copies of the export licenses and agreements, including any relevant government provisos related to same. In the event additional export licenses, agreements and other approvals are required for Seller to provide data and documentation in connection with any anomaly investigation or insurance claim, Seller shall timely apply and diligently prosecute any application for such license, agreement or approval.

1.3. No Unauthorized Exports or Retransfers

Seller shall assist and cooperate with Buyer in any effort by Buyer to obtain re-export or retransfer approvals as may be required in connection with any anomaly investigation or insurance claim.

2. WARRANTY AND LIMITATION OF LIABILITY

2.1. Terms and Period of Warranty

GCS and DSS. Seller warrants that the GCS and DSS shall be free of any defects in materials and workmanship and that its design shall

conform to the Mission requirements and that it shall be manufactured and will perform in conformity with the applicable requirements of this Contract and will be free from defects in materials and workmanship during the period commencing on the date of Preliminary Acceptance of such GCS and DSS and ending on the second anniversary thereof, unless the Satellite was placed in storage for reasons not attributable to Contractor, in which case the GCS/DSS warranty period will be reduced by a number of days equal to the number of storage days.

During the period specified above, such non-conformance or defect shall be remedied by Seller at Seller's expense by repair or replacement of the defective component. For any such non-conformance, Seller shall determine if repair or replacement is required to be performed at Seller's plant. If Seller is unable to repair the defective component/s on site, Buyer shall ship the defective component/s to Seller's designated facility. Seller shall be responsible for the cost of shipment (including transportation, transit insurance, U.S. taxes and/or duties), and the cost of return shipment (including transportation, transit insurance, taxes and duties) to Buyer at the designated delivery location. Risk of loss for the GCS and DSS shall transfer to Seller upon delivery of the GCS or DSS to the shipping carrier by Buyer, and risk of loss to the GCS or DSS shall transfer again to Buyer once such GCS or DSS is repaired or replaced pursuant to this Article 2.1, upon receipt thereof by Buyer at the designated delivery location. The defect subject to repair or replacement shall be deemed remedied upon successful check-out at the designated delivery location. After expiration of the period specified above and through the Satellite Service Life, a failure of the software integrated into the GCS or DSS (other than "mass production" software such as MS-Office) to meet the applicable requirements of this Agreement, will be repaired or replaced by Seller.

3 ACCESS TO WORK IN PROGRESS

3.1 Subject to Article 1 and in compliance with Seller's normal and customary safety and security regulations and practices, and the protection of third party proprietary information, Seller agrees to enable Buyer and Buyer's Customer personnel and Customer's Consultants access to all Work at the major subsystem level or higher being performed at Seller's or Subcontractors' facilities where Seller's obligations under this Contract are being performed for the purpose of observing the progress of the Work. Such access shall be allowed upon reasonable prior written notice to Seller during the period of this Contract.

Seller shall allow Buyer and Buyer's Customer's personnel and Customer's Consultants, access to Work being performed with respect to such Satellite in each such Subcontractor's plants for the purpose of observing the progress of such Work, subject to the right of Seller to accompany Buyer and Buyer's Customer on any such visit to a Subcontractor's plant. Seller will use reasonable efforts to obtain permission for such access to Subcontractor's facilities.

Subject to compliance with Article 1, the Seller shall closely cooperate with the Buyer and Buyer's Customer's personnel and Consultants to provide them with the access to perform the monitoring on site.

3.2 For the purpose of monitoring the progress of the Work being performed by Seller hereunder, Seller shall provide Buyer and Buyer's Customer's personnel and Customer's Consultants with reasonable office facilities at or proximate to Seller's plant for resident Buyer and Buyer's Customer personnel through the (In Orbit Test) IOT Complete Date.

3.3 Buyer shall exercise its rights under this Article 3 in a manner that does not unreasonably interfere with Seller's or its Subcontractors' normal business operations or Seller's performance of its obligations under this Contract or any agreement between Seller and its Subcontractors.

4 INTER-PARTY WAIVER OF LIABILITY FOR A LAUNCH

4.1 Launch Services Agreement Inter-Party Waiver of Liability

4.1.1 Inter-Party Waiver. Each Party hereby agrees to be bound by the no-fault, no-subrogation inter-party waiver of liability and related indemnity provisions required by the Launch Services Agreement with respect to the launch and to cause their respective contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of the launch related activities and any other person having a direct interest in the Satellite or any Transponder thereon (including customers of Buyer) to accede to such waiver and indemnity, which in every case shall include claims against the Launch Company, either Party and their respective contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of the launch related activities. The Parties shall execute and deliver any instrument that may be reasonably required by the Launch Company to evidence their respective agreements to be bound by such waivers.

4.1.2 Waiver of Subrogation. The Parties also shall obtain from their respective insurers, and shall require their respective contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of this Contract and any other person having an interest in the Satellite or any Transponder thereon (including non-consumer customers of Buyer) through such Party, to obtain from their respective insurers, an express waiver of such insurers' rights of subrogation with respect to any-and-all

claims that have been waived pursuant to this Article 4.

4.2 Indemnity Related to the Inter-Party Waiver of Liability

Each Party shall indemnify against and hold harmless the other Party and/or its contractors and subcontractors at any tier (including suppliers of any kind), not, that are involved in the performance of launch-related activities, from and against any claim made by such parties against the indemnified Party and/or any of its contractors and subcontractors (including suppliers of any kind) that are involved in the performance of launch-related activities, or by any person having a direct interest in the Satellite or Transponder thereon through such Party (including customers of Buyer), or by insurer(s) identified in Article 4.1, resulting from the failure of the indemnifying Party to waive any liability against, or to cause any other person the indemnifying Party is obligated to cause to waive any liability against, the Launch Company, the other Party or either of their contractors and subcontractors at any tier (including suppliers of any kind) involved in the performance of this launch related activities. The Parties shall execute and deliver any instrument that may be reasonably required by the Launch Company to evidence their respective agreements to be bound by such indemnifications.

4.3 Survival of Obligations

The waiver, indemnification and hold harmless obligations provided in this Article 4 shall survive and remain in full force and effect, notwithstanding the expiration or termination of this Contract.