

CUSTOMER CONTRACT REQUIREMENTS
F-15SG Support and Equipment
CUSTOMER CONTRACT BA-SNSTE2-0001

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

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

A. GIFTS, INDUCEMENTS AND REWARDS

1. Buyer may terminate this Contract if Seller or any person employed by him has done any act or omission which contravenes any law for the suppression of corrupt practices.
2. For the purpose of this clause, the offering or payment of monetary remuneration as agency fees to the Seller's officially appointed agents (if applicable) in the Republic of Singapore shall not be construed as being a contravention of this clause.

B. INTELLECTUAL PROPERTY IN GENERAL

1. Except as otherwise expressly provided in this Contract, Seller warrants that it has obtained, or will in due time obtain, all rights relating to the use of any Intellectual Property which Seller provides to Buyer, and which may be required for the purpose of this Contract, without requiring any assistance from Buyer or Buyer's Customer. Buyer and Buyer's Customer shall not be obliged to enter into any further agreement with Seller or any third party in respect of the use of such Intellectual Property as addressed in the General Provisions.
2. All amounts payable for those Intellectual Property rights granted in the General Provisions, whether the Intellectual Property is used by Buyer, Buyer's Customer, or Seller, shall be deemed to be included in the price of the Order.

C. INDEMNITY FOR INTELLECTUAL PROPERTY INFRINGEMENT

1. In the event of any claims being made against Buyer or Buyer's Customer in respect of matters to which the indemnity in the Patent, Trademark, and Copyright Indemnity Article of the General Provisions applies, Seller shall at its own expense, fully defend such claims, and in the following order of priority:
 - (a) provide reasonable efforts to conduct any litigation or negotiate any settlement arising therefrom in such a way that Buyer and Buyer's Customer is able to continue using the Articles and any part or unit thereof without infringement or interference; or
 - (b) provide reasonable efforts to procure for Buyer and Buyer's Customer the right to continue accepting, possessing, purchasing, distributing or using the Articles or any part or unit thereof; or
 - (c) provide reasonable efforts to modify or amend the Articles or infringing part thereof so that the same becomes non-infringing without affecting the capability and performance of the Articles or interoperability of the major components or subassemblies; or
 - (d) provide reasonable efforts to replace the Articles or infringing part thereof by other Articles or part thereof of identical capability and performance.

D. CONFIDENTIALITY AND SECURITY

1. Except with the consent in writing of Buyer, Seller shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of a party in connection therewith to any person, except to Seller's employees, including Seller's subcontractors on a need to know basis.
2. In addition to the foregoing, Seller shall not make use of any information obtained directly or indirectly from Buyer or compiled or generated by the Buyer in the course of this Contract which pertains to or is derived from such information, other than use for the

purposes of this Contract, without the prior written consent of Buyer.

3. The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of Buyer.

4. Subject to the consent in writing of Buyer of such exercise, the exercise by Seller of any ownership rights relating to the Intellectual Property referred to in the General Provisions, without in any way connecting the Intellectual Property to Buyer, Buyer's Customer, or this Contract or any related transaction and without revealing any information regarding Buyer, Buyer's Customer, or this Contract or any related transaction shall not constitute a breach of this clause D.

5. Prior to any subcontractor or employee commencing work, Seller shall make contractual arrangements which contain obligations functionally equivalent to this entire clause D.

E. APPLICATION OF WORKPLACE SAFETY & HEALTH ACT

1. For the purposes of the contract, Seller, its employees, agents, and subcontractors shall comply with the provisions of the Workplace Safety & Health Act (Singapore) and the regulations and codes of practice issued thereunder when work is performed in Singapore.

F. QUALITY ASSURANCE

1. Seller shall maintain a Quality System (QS) that complies with the requirements of ISO 9001:2000 and AS 9001 Revision B for Goods delivered under the Contract. Seller shall at all times comply with the certified QS in the design and manufacture of the Goods and shall ensure that its subcontractors comply with the same.