

**CUSTOMER CONTRACT REQUIREMENTS
AUSTRALIA HARPOON CONDITIONS OF DEED
CUSTOMER CONTRACT DMO_HUG_DEED544_2015**

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

Intellectual Property Licence .

The Seller grants to the Commonwealth a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence in respect of all Background IP, Third Party IP and Foreground IP owned or controlled by, or licenced to the Seller sufficient for the Commonwealth to exercise its rights under this contract.

Definitions:

- 1) "Background IP" means IP, other than Third Party IP, that:
 - a. is in existence at the Effective Date or is subsequently brought Into existence other than as a result of the performance of this contract and
 - b. is embodied in, or attaches to, the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies.
- 2) "Foreground IP" means IP which is created under or otherwise in connection with this contract, other than Third Party IP.
- 3) "Third Party IP" means that IP which is owned by a party other than the Commonwealth, or the Seller and is embodied in the Supplies, or attaches to, the Supplies or is otherwise necessarily related to the functioning or operation of the Supplies, and is not limited to Commercial Off The Shelf Items.