

CUSTOMER CONTRACT REQUIREMENTS
Goods
CUSTOMER CONTRACT EX-390

CUSTOMER CONTRACT REQUIREMENTS

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

In accordance with 22 CFR U.S. Government "International Traffic in Arms Regulations", Part 124 (hereinafter called "ITAR"):

- 1. This Contract is subject to all United States laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations.**
- 2. The parties to this Contract agree that the obligations contained in this Contract shall not affect the performance of any obligations created by prior contracts or subcontracts which the parties may have individually or collectively with the U.S. Government.**
- 3. No liability will be incurred by or attributed to the U.S. Government in connection with any possible infringement of privately owned patent or proprietary rights, either domestic or foreign, by reason of the U.S. Government's approval of this Contract.**
- 4. The Technical Data or defense service exported from the United States in furtherance of this Contract and any defense article which may be produced or manufactured from such Technical Data or defense service may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in this Contract unless the prior written approval of the Department of State has been obtained.**
- 5. All provisions in this Contract which refer to the U.S. Government and the Department of State will remain binding on the parties after the termination of this Contract.**
- 6. Any sublicensing arrangement as a result of this Contract must incorporate the provisions of this clause.**