

**CUSTOMER CONTRACT REQUIREMENTS  
Global IP (GISAT) SATELLITE CONTRACT  
CUSTOMER CONTRACT GiSAT2016**

**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 .**

**Infringing Equipment.**

If the manufacture of the Goods or any other Deliverable Item or Services, or any part thereof, or the use of the Goods or any other Deliverable Item or Services, or any part thereof, under this Contract is enjoined as a result of an infringement claim for which Seller is responsible, Seller shall, at its option and expense: (a) resolve the matter so that the injunction or prohibition no longer pertains; (b) procure for Buyer the right to use the infringing item; and/or (c) modify or replace the infringing item so that it becomes non-infringing while remaining substantially in compliance. If Seller is unable to accomplish (a), (b) or (c) as stated above, Buyer shall have the right to terminate this Contract in whole.

**Identification of Proprietary Information.**

Proprietary Information shall, if in written or other permanent form, be marked or identified as confidential or proprietary using an appropriate legend, marking, stamp or other written method, or be provided under circumstances reasonably indicating the disclosing Party's Proprietary Information. Any such information in other than written or other permanent form or in any form that is not so marked when disclosed shall be considered the disclosing Party's Proprietary Information to the extent identified as the disclosing Party's Proprietary Information at the time of original disclosure.