

**CUSTOMER CONTRACT REQUIREMENTS**  
**Distributed Tactical Communications System (DTCS)**  
**CUSTOMER CONTRACT IS -09-011**

**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. FAR Clauses** The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

**52.203-6 Restrictions on Subcontractor Sales to the Government** (SEP 2006). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold.

**52.203-7 Anti-Kickback Procedures** (OCT 2010). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$150,000.

**52.203-10 Price or Fee Adjustment for Illegal or Improper Activity** (JAN 1997). This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions** (OCT 2010). This clause applies only if this contract exceeds \$150,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (DEC 2010). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

**52.211-15 Defense Priority and Allocation Requirements** (APR 2008). This clause is applicable if a priority rating is noted in this contract.

**52.215-2 Audit and Records - Negotiation** (OCT 2010). This clause applies only if this contract exceeds \$150,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

**52.215-10 Price Reduction for Defective Certified Cost or Pricing Data** (AUG 2011). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this

contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

**52.215-12 Subcontractor Certified Cost or Pricing Data** (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

**52.215-15 Pension Adjustments and Asset Reversions** (OCT 2010). This clause applies to this contract if it meets the requirements of FAR 15.408(g).

**52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions** (JUL 2005). This clause applies to this contract if it meets the requirements of FAR 15.408(j).

**52.215-19 Notification of Ownership Changes** (OCT 1997). This clause applies to this contract if it meets the requirements of FAR 15.408(k).

**52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications** (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

**52.215-21 Requirement for Cost or Pricing Data or Information Other Than Cost and Pricing Data - Modifications Alternate I** (OCT 2010).

**52.215-23 Limitations on Pass-Through Charges.** (OCT 2009). This clause applies to all cost-reimbursement subcontracts that exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. If the contract is with DoD, then this clause applies to all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. In paragraph (c), "Contracting Officer" shall mean Buyer.

**52.219-8 Utilization of Small Business Concerns** (JAN 2011).

**52.219-9 Small-Business Subcontracting Plan** (JAN 2011). This clause applies only if this contract exceeds \$650,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of Seller's official responsible for acknowledging or rejecting the ISRs, to its subcontractors with subcontracting plans.

**52.219-9 Small-Business Subcontracting Plan Alternate II** (OCT 2001). This clause applies only if this contract exceeds \$500,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance.

**52.222-21 Prohibition of Segregated Facilities** (FEB 1999).

**52.222-26 Equal Opportunity** (MAR 2007).

**52.222-35 Equal Opportunity for Veterans.** (SEP 2010). This clause applies only if this contract is \$100,000 or more.

**52.222-36 Affirmative Action For Workers With Disabilities** (OCT 2010). This clause applies only if this contract exceeds \$15,000.

**52.222-37 Employment Reports on Veterans** (SEP 2010). This clause applies if this contract is \$100,000 or more.

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act.** (DEC 2010).

**52.222-50 Combating Trafficking in Persons** (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

**52.222-54 Employment Eligibility Verification** (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving** (AUG 2011).

**52.225-13 Restriction on Certain Foreign Purchases** (JUN 2008).

**52.227-1 Authorization and Consent** (DEC 2007).

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer.

**52.227-11 Patent Rights -- Ownership by the Contractor** (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

**52.244-6 Subcontracts for Commercial Items** (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

**52.247-63 Preference for U.S.-Flag Air Carriers** (JUN 2003). This clause only applies if this contract involves international air transportation.

**2. DoD FAR Supplement Clauses** DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

**252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies** (DEC 2008).

This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(2), delete the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

**252.204-7000 Disclosure of Information** (DEC 1991). Seller will submit requests for authorization to release through Buyer. Seller shall submit written requests to Buyer a minimum of 60 days prior to proposed date of release.

**252.204-7008 Requirements for Contracts Involving Export-Controlled Items.** (APR 2010).

**252.215-7000 Pricing Adjustments** (DEC 1991). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

**252.219-7003 Small Business Subcontracting Plan (DoD Contracts)** (OCT 2010). Except paragraph (g) which is hereby deleted.

**252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements** (DEC 2010).

This clause applies to all solicitations and contracts (including task or delivery orders and bilateral modifications adding new work) valued in excess of \$1 million, except for contracts for the acquisition of commercial items, including commercially available off-the-shelf-items. Seller agrees to flow down this clause to all covered subcontractors. Seller agrees by accepting this contract that it shall not enter into, and shall not take any action to enforce, any provision of any existing agreements, as describe in paragraph (b)(1) of this clause, with respect to any of Seller's employees or independent contractors performing work for Seller related to this contract.

**252.225-7001 Buy American Act and Balance of Payments Program** (SEP 2011).

**252.225-7002 Qualifying Country Sources as Subcontractors** (APR 2003).

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (10 U. S. C. 2533b)** .

**252.225-7012 Preference for Certain Domestic Commodities** (DEC 2008).

**252.225-7039 Contractors Performing Private Security Functions** (AUG 2011). In (c) (1), "Contracting Officer" and "Government" means Buyer. In (c) (3) and (c) (4), "Contracting Officer" means Buyer.

**252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns** (SEP 2004). This clause applies only if this contract exceeds \$500,000.

**252.227-7013 Rights In Technical Data -- Noncommercial Items** (SEP 2011).

**252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation** (MAR 2011). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

**252.227-7015 Technical Data -- Commercial Items** (DEC 2011).

**252.227-7016 Rights in Bid or Proposal Information** (JAN 2011).

**252.227-7019 Validation of Asserted Restrictions - Computer Software** (SEP 2011).

**252.227-7030 Technical Data -- Withholding of Payment** (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

**252.227-7037 Validation of Restrictive Markings on Technical Data** (SEP 2011).

**252.227-7038 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)** (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

**252.231-7000 Supplemental Cost Principles** (DEC 1991).

**252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Pub. L. 110-329, Division E, Section 108)**. .

**252.237-7010 Prohibition On Interrogation Of Detainees By Contractor Personnel** (NOV 2010). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

**252.237-7019 Training for Contractor Personnel Interacting with Detainees** (SEP 2006). (c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (SEP 2011). The terms of the clauses included herein apply to the commercial items and commercial component items ordered by Buyer from Seller under this contract.

**252.246-7003 Notification of Potential Safety Issues**. .

**252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)**. .

**252.247-7023 Transportation of Supplies by Sea** (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. Paragraphs (f) and (g) are excluded.

**252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)**. .

**252.247-7024 Notification of Transportation of Supplies by Sea** (MAR 2000). Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

**3. Commercial Items** If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

**52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment** (DEC 2010). Seller agrees it is not debarred, suspended, or proposed for debarment by the Federal Government. Seller shall disclose to Buyer, in writing, whether as of the time of award of this contract, Seller or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

**52.219-8 Utilization of Small Business Concerns** (JAN 2011).

**52.222-26 Equal Opportunity** (MAR 2007).

**52.222-35 Equal Opportunity for Veterans.** (SEP 2010). This clause applies only if this contract is \$100,000 or more.

**52.222-36 Affirmative Action For Workers With Disabilities** (OCT 2010). This clause applies only if this contract exceeds \$15,000.

**52.222-40 Notification of Employee Rights Under the National Labor Relations Act.** (DEC 2010).

**52.222-50 Combating Trafficking in Persons** (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

**52.222-54 Employment Eligibility Verification** (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

**52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving** (AUG 2011).

**52.244-6 Subcontracts for Commercial Items** (DEC 2010). Clauses in paragraph (c) (1) are applicable to Seller for commercial items ordered by Buyer from Seller under this contract.

**252.225-7001 Buy American Act and Balance of Payments Program** (SEP 2011).

**252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (10 U. S. C. 2533b)** .

**252.225-7012 Preference for Certain Domestic Commodities** (DEC 2008).

**252.225-7039 Contractors Performing Private Security Functions** (AUG 2011). In (c) (1), "Contracting Officer" and "Government" means Buyer. In (c) (3) and (c) (4), "Contracting Officer" means Buyer.

**252.227-7015 Technical Data -- Commercial Items** (DEC 2011).

**252.227-7037 Validation of Restrictive Markings on Technical Data** (SEP 2011).

**252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Pub. L. 110-329, Division E, Section 108)** .

**252.237-7010 Prohibition On Interrogation Of Detainees By Contractor Personnel** (NOV 2010). This clause applies if the contract requires Seller's personnel to interact with detainees in the course of their duties.

**252.237-7019 Training for Contractor Personnel Interacting with Detainees** (SEP 2006). (c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

**252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)** (SEP 2011). The terms of the clauses included herein apply to the commercial items and commercial component items ordered by Buyer from Seller under this contract.

**252.246-7003 Notification of Potential Safety Issues. .****252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). .**

**252.247-7023 Transportation of Supplies by Sea (MAY 2002).** This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. This clause applies only if this contract exceeds (i) \$100,000 if included in Buyer's customer RFP or customer contract issued before October 1, 2010 or (ii) \$150,000 if included in Buyer's customer RFP issued on or after October 1, 2010, or if the prime contract was issued prior to October 1, 2010 but was amended after October 1, 2010 to increase the Simplified Acquisition Threshold. Paragraphs (f) and (g) are excluded.

**252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631). .**

**252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000).** Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

**4. Cost Accounting Standards**

**52.230-3 Disclosure and Consistency of Cost Accounting Practices (OCT 2008).** (1) (Applicable if this contract incorporates clause H001) The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated October 2008.

(2) (Applicable if this contract incorporates clause H002) The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by H002 is the version dated October 2008.

(3) (Applicable if this contract incorporates clause H003) The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, is the version dated October 2008.

(4) (Applicable if this contract incorporates clause H007) The version of FAR 52.230-4, Disclosure and Consistency of Cost Accounting Standards for Contracts Awarded to Foreign Concerns, is the version dated October 2008.

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

## Intellectual Property

a. **Definitions.** For purposes of this Letter Subcontract, the following capitalized terms shall have the following definitions:

(i) "**Affiliate**" means, with respect to any entity, any other entity which, at the time of determination, directly or indirectly through one or more intermediaries Controls, is Controlled by or is under Common Control with such entity. For purposes of this definition, "**Control**" means, as to any entity, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlled by" and "under Common Control with" have correlative meanings.

(ii) "**Background Intellectual Property**" means, collectively: (1) all Intellectual Property Rights that are owned or controlled by a party prior to the Effective Date and that: (A) are described or referenced in, or in any way relate to, derive or arise from or in connection with the Prime Contract and/or the Underlying DTCS Project Documentation; or (B) would be infringed or violated by IGSLLC's or its Affiliates' exercise of their rights with respect to the Foreground Intellectual Property; and (2) all Intellectual Property Rights authored, developed, conceived or first actually reduced to practice from and after the Effective Date of this Subcontract or any resulting definitive subcontract, but not arising from the performance of work under this Subcontract or any resulting definitive subcontract, and that would be infringed or violated by IGSLLC's or its Affiliates' exercise of their rights with respect to the Foreground Intellectual Property.

(iii) “Foreground Intellectual Property” means, collectively, all Intellectual Property Rights, work product, services, deliverables and any other data created by Subcontractor or IGSLLC that is: (1) authored, developed, conceived or first actually reduced to practice in the performance of work under this Subcontract or any resulting definitive subcontract, or (2) created from and after the Effective Date of this Subcontract or any resulting definitive subcontract and related in any way to IGSLLC’s and its Affiliate’s satellite communications system, including the current generation and all future generations.

(iv) “Intellectual Property Rights” means all designs, works of authorship, techniques, analyses, methods, concepts, formulae, layouts, software, inventions (whether or not patented or patentable), discoveries, trade secrets, improvements, processes, ideas, technical data and documentation, technical information, engineering, manufacturing and other drawings, specifications, performances, semiconductor topographies, business names, goodwill, the style of presentation of goods and services and similar matter in which an Intellectual Property Right subsists, regardless of whether any of the foregoing has been reduced to writing or practice, and all other intellectual property and proprietary rights.

(v) “Underlying DTCS Project Documentation” means, collectively: (1) the ETCS Iridium Netted Services White Paper, Final Working Draft for Comments, September 1, 2006, Version 0.99a, submitted by General Dynamics C4 Systems; (2) Annex 17 to Amendment No. 008 to Contract No. BSC-2000-001 between Iridium Constellation LLC and the Boeing Company, dated October 11, 2005; (3) Annex 17 to Amendment No. 013 to Contract No. BSC-2000-001 between Iridium Constellation LLC and the Boeing Company, dated April 2007, and (4) Subcontract No. EGG0009426 between Subcontractor and EG & G Technical Services, Inc., dated September 8, 2008, and any amendments or successor documents to any of the foregoing.

b. Intellectual Property Rights. In addition to and without limiting the standard patents, data and copyrights FAR and Department of Defense FAR Supplement (DFARS) clauses that flow down to this Letter Subcontract from IGSLLC’s Prime Contract with its customer pursuant to this Subcontract in order to allow IGSLLC to provide its customers with all necessary rights pursuant to the Prime Contract, the following provisions will apply with regard to Intellectual Property Rights:

(i) Ownership. Each party shall retain all right, title and interest in and to its Background Intellectual Property. Except as otherwise agreed by the parties in the definitive subcontract, ownership of any Foreground Intellectual Property shall be determined in accordance with the applicable Intellectual Property Rights laws of the United States or other applicable foreign jurisdiction.

(ii) Foreground Intellectual Property License. Subcontractor grants IGSLLC and its Affiliates a royalty-free, world-wide, nonexclusive, irrevocable, transferable, sub-licensable, perpetual license and right to use, modify, reproduce, perform, display, release and otherwise fully exploit the Foreground Intellectual Property in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(iii) Background Intellectual Property License. Subcontractor grants to IGSLLC and its Affiliates a royalty-free, world-wide, nonexclusive, irrevocable, transferable, sub-licensable, perpetual right and license to use, modify, reproduce, perform, display, release, and otherwise fully exploit the Subcontractor’s Background Intellectual Property in whole or in part, in any manner, for the purposes of performing under this Subcontract and the Prime Contract and offering, selling, or providing any similar or related Netted/push to talk communications services and for no other purpose. For the avoidance of doubt, the license granted in this Paragraph 6.b(iii) includes the right to fully exploit the Subcontractor’s Background Intellectual Property in order to exercise IGSLLC’s and its Affiliates’ rights with respect to the Foreground Intellectual Property but solely for the purposes of performing under this Subcontract and the Prime Contract and offering, selling, or providing similar or related Netted/push to talk communications services. The license granted in this Paragraph 6.b(iii) shall become effective immediately upon the earlier of: (1) the execution of this Subcontract; or (2) the first use by Subcontractor or any other third party of covered Background Intellectual Property for, with, or in connection with IGSLLC’s and its Affiliate’s satellite constellation system and/or any related equipment, hardware, software, or other technology. Notwithstanding the foregoing, it is understood and agreed that the Background Intellectual Property License grant to IGSLLC under this section shall not preclude Subcontractor from asserting the applicability of the royalty described in section 6.1.1 of Annex 17 to Amendment No. 13 to Contract No BSC-2000-001 between Iridium Constellation LLC and Subcontractor, to the extent such rights are deemed applicable under this Subcontract.

(iv) Delivery of Documentation and Embodiments. Promptly upon request from time to time, at no expense to IGSLLC, Subcontractor shall deliver to IGSLLC documentation and embodiments of the Background Intellectual Property or Foreground Intellectual Property licensed to IGSLLC pursuant to the licenses granted in this Paragraph 6.b (whether in written or electronic form), including, but not limited to, any and all tangible designs, works of authorship, techniques, analyses, formulae, layouts, software (in both source and object-code forms), inventions disclosures, technical data and documentation, technical information, engineering, manufacturing and other drawings, specifications and semiconductor topographies and all other documentation of such Background Intellectual Property



and Foreground Intellectual Property.

(iv) Previous Agreement(s). For the avoidance of doubt, nothing in this Letter Subcontract shall limit any Intellectual Property Rights obtained by IGSLLC or any of its Affiliates under any of the Underlying DTCS Project Documentation (collectively, the "Previous Agreements"). Notwithstanding the foregoing, this Letter Subcontract governs all Intellectual Property Rights related to the Foreground Intellectual Property, and Subcontractor shall have no rights under the Previous Agreements with respect to the Foreground Intellectual Property

c. Survival. This Paragraph 6 shall survive any expiration or termination of this Letter Subcontract.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (modified)

a. "Organizational Conflict of Interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to IGSLLC or the United States Government ("Government"), or such person's objectivity in performing the work under this Letter Subcontract b or might be otherwise impaired, or such person has an unfair competitive advantage. "Person" as used herein includes corporations, partnerships, joint ventures and other business enterprises.

b. Subcontractor represents and warrants that, to the best of its knowledge and belief, and except as otherwise set forth in this Subcontract, Subcontractor does not have any Organizational Conflict of Interest.

c. It is recognized that the efforts to be performed by Subcontractor under this Letter Subcontract may create a potential Organizational Conflict of Interest with this Letter Subcontract or with a future acquisition. In order to avoid this potential Organizational Conflict of Interest, and at the same time to avoid prejudicing the best interest of the Government, the right of Subcontractor to participate in future procurement of equipment and/or services that are the subject of any work under this Subcontract shall be limited as described below in accordance with the requirements of FAR 9.5.

d. (i) Subcontractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside IGSLLC or the Government any information provided to Subcontractor by IGSLLC or the Government during or as a result of performance of this Letter Subcontract. Such information includes, but is not limited to, information submitted to IGSLLC or the Government on a confidential basis by other persons. Further, the prohibition against release of IGSLLC or Government provided information extends to cover such information whether or not in its original form (i.e., where the information has been included in Subcontractor-generated work or where it is discernible from materials incorporating or based upon such information). This prohibition shall survive any expiration or termination of this Subcontract.

(ii) Subcontractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside IGSLLC or the Government any information generated or derived during or as a result of performance of this Subcontract except as provided in Paragraph j below.

(iii) The prohibition contained in Paragraphs d(i) and d(ii) shall apply with equal force to any affiliate of Subcontractor, any subcontractor, consultant, or employee of Subcontractor, any joint venture involving Subcontractor, any entity into or with which it may merge or affiliate, or any successor or assign of Subcontractor. The terms of Paragraph f relating to notification shall apply to any release of information in contravention of this Paragraph.

e. Subcontractor agrees that, during the performance of this Letter Subcontract and for a period of three (3) years after completion of performance of this Subcontract, Subcontractor, any affiliate of Subcontractor, any subcontractor, consultant, or employee of Subcontractor, any joint venture involving Subcontractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of Subcontractor, shall not furnish to the Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this Subcontract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this Subcontract. As provided in FAR 9.505-2, if the Government procures the system, component or services on the basis of work statements growing out of the effort performed under this Subcontract, from a source other than Subcontractor, its subcontractor, affiliate, or assign of either, during the course of performance of this Subcontract or before the three (3)-year period following completion of this Letter Subcontract has lapsed, Subcontractor may, with the authorization of IGSLCC (which shall be subject to the authorization of the cognizant contracting officer of the Government ("Contracting Officer") participate in a subsequent procurement for the same system component, or service. In other words, Subcontractor may be authorized to compete for procurement(s) for systems, components or services subsequent

to an intervening procurement.

f. Subcontractor agrees that, if, after award, it's discovered an actual or potential Organizational Conflict of Interest, it shall make immediate and full disclosure in writing to IGSLLC (who may disclose the same to the Government). The notification shall include a description of the actual or potential Organizational Conflict of Interest, a description of the action which Subcontractor has taken or proposes to take to avoid, mitigate or neutralize such conflict and any other relevant information that would assist the Government in making a determination on this matter. Notwithstanding this notification, IGSLLC may terminate this Letter Subcontract for convenience if determined to be in the best interest of the Government.

g. Notwithstanding Paragraph f above, if Subcontractor was aware, or should have been aware, of an Organizational Conflict of Interest prior to the award of this Subcontract or becomes, or should become, aware of an Organizational Conflict of Interest after award of this Letter Subcontract and does not make an immediate and full disclosure in writing to IGSLLC, IGSLLC may terminate this Subcontract for default.

h. If Subcontractor takes any action prohibited by this Paragraph or fails to take action required by this Paragraph, IGSLLC may terminate this Subcontract for default.

i. The Government's decision as to the existence or nonexistence of an actual or potential Organizational Conflict of Interest shall be final.

j. Nothing in this Paragraph is intended to prohibit or preclude Subcontractor from marketing or selling to the Government its product lines in existence on the effective date of this Subcontract; nor, shall this requirement preclude Subcontractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Furthermore, thirty-six (36) months following the effective date of the contract described in Reference (4), Subcontractor may elect to offer services on a commercial basis which are similar to those developed under this Subcontract. Such offer of commercial services shall not interfere with the quality or availability of the services offered to the Government and, if applicable, shall not unduly restrict ongoing research and development efforts still occurring under this Subcontract.

k. Subcontractor shall promptly notify IGSLLC, in writing, if it has been tasked to evaluate or advise the Government concerning its own product or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

l. Subcontractor shall include this Paragraph in subcontracts of any tier which involve access to information or situations/conditions covered by this Paragraph.

m. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this Letter Subcontract.

n. Compliance with this Paragraph is a material requirement of this Subcontract.