

CUSTOMER CONTRACT REQUIREMENTS
Intelsat EPIC Multi-Satellite Contract
CUSTOMER CONTRACT INTELSAT 04252013

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

APPLICABLE LAWS

1.1 This Contract is subject to all applicable United States laws and regulations relating to the export and import of the Spacecraft, technical data, other Equipment and Services and other items being furnished pursuant to, or to be utilized in connection with this Contract (hereinafter referred to as "U.S. Controlled Items"), including without limitation the International Traffic in Arms Regulations ("ITAR"), U.S. anti-boycott laws under the U.S. Export Administration Act, and the U.S. Foreign Corrupt Practices Act, and to all applicable laws and regulations of the country or countries to which such U.S. Controlled Items are, or are sought to be, exported or imported. Seller agrees to mark all ITAR-controlled data and documentations appropriately before providing it to Buyer, and shall provide such ITAR-controlled data and documentation to Buyer.

INTELLECTUAL PROPERTY RIGHTS

1.1 Reserved

1.2 Seller hereby grants the Buyer, an irrevocable, nonexclusive, worldwide, royalty-free right to sublicense to Customer, the right to use and reproduce the Intellectual Property provided hereunder or otherwise incorporated into the Goods and all other items deliverable by Seller under this Contract, (1) only to the extent necessary to use, lease, sell, maintain, and repair the Spacecraft provided to the Customer under Buyer's contract with Customer; (2) only to the extent necessary to use, lease, sell, reproduce, and modify the Goods for purposes related to this Contract, including Buyer's contract with Customer, or the use of the Spacecraft and the Ground System; (3) to support Customer's insurance and export licensing activities; (4) to make any filings with the Federal Communications Commission, International Telecommunications Union or other applicable regulatory body; and (5) to authorize others to do any of the foregoing on the Customer's behalf. Upon Seller's prior written approval, which approval shall not be unreasonably withheld or delayed, Customer may distribute the Intellectual Property, and sublicense the above rights, to its third party Satellite operators who need to use the Intellectual Property for the purposes specified above, or to its customers who may purchase or lease all or a portion of the Spacecraft or its Communication Channels. Any additional distribution and sublicense rights approved by Seller may be subject to additional license fees, in Seller's sole discretion. In addition, the license granted above shall be transferable to Customer's successors and assigns and to any transferee of Customer's whole or partial interest in the Spacecraft. The license to reproduce shall not extend to the Spacecraft, the Ground System, or material components thereof that consist of items of hardware; provided that such license shall extend to items required or appropriate only for maintenance or use of the Spacecraft or the Ground System, such as operating manuals and software, and shall permit Customer to make backup copies of such items consistent with its standard business practices.

1.3 Reserved

1.4 Seller shall provide any license agreements for computer software to Customer upon installation of such software. Computer software owned by third party vendors shall be provided to Customer in accordance with the particular vendor's standard software license agreement for such vendor's software, which agreement(s) will be provided to Customer upon installation of such software.

1.5 The Seller shall use reasonable efforts to incorporate the substance of this Article into all subcontracts.

1.6 The Seller shall use its reasonable best efforts to execute such instruments as the Customer, through Buyer, may request to effect the foregoing rights and licenses or to defend or enforce the same.

1.7 Notwithstanding anything in this Article to the contrary, all right, title and interest in the electronic scripts for on-station operating procedures developed by Seller, and any other Intellectual Property developed by or on behalf of Customer related to the Ground System and/or the related hardware procured separately by Customer and all right, title and interest in all Intellectual Property developed by or on behalf of Customer prior to, during or after this Contract, shall be retained by Customer (excluding any Intellectual Property developed by Seller).

1.8 Seller shall be responsible for payment of any third party royalties or fees necessary for the use of a third party's proprietary hardware or software by Seller required for Contractor's performance of the Work under the Statement of Work and for Customer to, operate, use, lease, sell, maintain and repair the Spacecraft.

INTELLECTUAL PROPERTY INDEMNITY

1.1 Reserved

1.2 Reserved

1.3 In the event that, as a result of any such Intellectual Property Claim, (i) prior to Delivery, the manufacture of any item is enjoined; or (ii) after Delivery, the use, lease or sale thereof is enjoined, then Seller agrees to utilize its best efforts to either:

(1) negotiate a license or other agreement with the party asserting such Intellectual Property Claim in order to permit the manufacture, use, sale and lease of such items; or

(2) modify such item suitably or substitute a suitable item therefore, which modified or substituted item is not subject to such injunction. In the event that neither of the foregoing alternatives is suitably accomplished by Seller, then Seller shall be liable to Buyer and Customer for additional direct damages arising as a result of such injunction. However, if such injunction (i) occurs prior to (a) Launch, or (b) if an Intentional Ignition results in a Terminated Ignition, a subsequent Intentional Ignition that does not result in a Terminated Ignition, and (ii) materially affects the use, lease or sale of the Spacecraft, then Buyer may terminate this Contract, if the effect of the injunction is not removed by the later of (x) the date that is one hundred eighty (180) days from the date of the injunction or (y) the date upon which Customer's right to terminate the Contract for a Delivery Default occurs.

SURVIVAL

The following Articles shall survive the completion, expiration or termination of this Contract: Article "Applicable Laws," Article "Intellectual Property Rights," and Article "Intellectual Property Indemnity"