

CUSTOMER CONTRACT REQUIREMENTS
F-15K Integrated Maintenance Information System (IMIS) - Interactive Electronic Technical Manuals (IETM)
CUSTOMER CONTRACT KFX-DAPA-KD83AE09004

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

A. SELLER'S TECHNICAL PERSONNEL

- a. Seller, with its own responsibility and at its own expenses, shall select the technical personnel necessary for the performance of the Technical Service, and shall be responsible and liable, as the employer of such personnel, for the official discipline, the management and the welfare of the personnel. Buyer's customer shall be free from any liability in connection with any damages incurred by the Seller's technical personnel, unless such damages are caused by Buyer's customer or the End User's intentional act or recklessness.
- b. The personnel performing the Technical Service shall possess professional qualification, skill and experiences in the relevant field, command of proficient English to perform the work as identified in the SOW.
- c. Seller assures that its personnel shall abide by the laws and regulations of the Republic of Korea, and the local regulations with regard to safety, security and administration of the province where the Technical Service is provided.

B. FORCE MAJEURE

In the event the Republic of Korea experiences civil commotion, mobilization, or threat or existence of war, Seller shall exercise all reasonable efforts to provide services in accordance with the Contract; however, in the event that it is impractical or unreasonable to provide services in accordance with the Contract, the Parties shall attempt to establish a mutually agreeable alternative for technical support.

C. MAINTENANCE OF SECRECY

- a. Seller shall warrant that any data or information related to this Contract, originally developed by the Republic of Korea, shall be held and preserved as "Confidential Matters of the Republic of Korea". Seller further warrants that any data or information related to this Contract, originally developed by Buyer shall be held and preserved as "Confidential Matters of The Boeing Company." Seller warrants that any document provided to Buyer in relation to this Contract shall be protected in accordance with the equivalent U.S. or Korean security classification.
- b. Except as necessary to perform the requirements of this Contract, any documents or correspondence in relation to and in connection with this Contract, whether or not marked "Confidential" therein, shall not be divulged in any way outside of Seller's organization and shall not be disclosed or released to any other unauthorized person or corporation without the prior written consent of Buyer or Buyer's customer.

D. SPECIAL PROVISION FOR PROHIBITION OF ANY DIRECT OR INDIRECT SALE OF GOODS/SERVICE TO NORTH KOREA

1. Any direct or indirect sale of the Goods/Service to North Korea is prohibited. The Goods/Services stated herein includes any related technical data and information.
2. Seller warrants that any goods/service same as or similar to the Goods/Service provided shall not be sold or transferred to North Korea, regardless of whether or not Seller is involved directly in such sale or transfer.
3. In case Buyer has obtained the information that Seller has violated these special provisions, Buyer shall:
 - a. Make a claim for recovery of all payments made to Seller, and (in this case, the Goods/Service delivered or in transit for

delivery shall be returned to Seller at Seller's risk and expense,) and

b. Make a claim for recovery of other losses incurred to Buyer.

4. The term "sale" or "transfer" used herein covers lease, release, assignment or any other possession of the Goods/Services stated herein.

5. These special provisions are incorporated in and made part of this Contract, and shall survive all other terms and conditions under this Contract.

6. Where an agent for the Seller is involved in this contract, these special provisions are binding upon such agent.

E. SPECIAL TERMS AND CONDITIONS FOR INTEGRITY PACT

1. The purpose of the Special Terms and Conditions for Integrity Pact is to stipulate what constitutes violation of the Integrity Pact, and possible sanctions for such violation.

2. Seller shall observe what is stipulated in the Special Terms and Conditions for Integrity Pact, including prohibition of offering valuables or entertainment, and requesting "sensitive information," which is understood to mean confidential information related to the bidding or a "military secret", "national (security) secret" or "public official secret" as defined under the Military Intelligence Protection Law or National Security Law.

3. In the event there is any violation of the Integrity Pact in the areas listed below, the commissioner of DAPA holds the right to restrict participation in programs as stipulated in Defense Acquisition Program Act (article 59, Enforcement Decree articles 70 & 58):

a. Promise or provision of payment or entertainment to the relevant public servants (including members of committees and/or subcommittees, as well as expert consultants in accordance with regulation 16 of Defense Program Management Regulation) to influence decisions or in the course of bidding, contract award, or signing & implementing a contract.

b. Request of certain information for a defense program.

c. Disclosure of sensitive information to a third party without approval, including R&D results obtained during implementation of the contract.

d. Taking money, wrongful action, or unfair measures against subcontractor(s) by abusing the position as the contractor in the course of signing a contract or implementing a program with a subcontractor.

4. In the event there is an action that constitutes a violation of the Integrity Pact, Buyer is entitled to terminate the Contract.

F. INVESTIGATION IN THE EVENT OF AN ACCIDENT OR FAILURE

In the event of an accident or failure for which parts or services were provided under this Contract, Seller hereby agree that, upon request by Buyer, Seller shall use the best efforts to share information to the extent permissible under the relevant laws and to cooperate in any investigation in good faith to ascertain the cause of such accident or failure, including the existence of any Gross Negligence or Willful Misconduct.

G. NON-DISCLOSURE

Subject to the Parties' compliance with applicable laws, and subject to the Parties' rights under this Contract, each Party shall protect as set forth herein any information received from the other Party under or in connection with this Contract that the disclosing Party considers proprietary or confidential ("Proprietary Information") and that, if disclosed in tangible form, has been marked with an appropriate proprietary legend such as PROPRIETARY or CONFIDENTIAL, or another restrictive legend allowed under this Contract, and if disclosed in some other form (e.g., orally or visually), has been identified as proprietary at the time of original disclosure and summarized in a writing conspicuously marked with an such a legend and delivered to the receiving Party within 30 days of original disclosure. Each Party shall protect such information except to the extent disclosure is required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction and, in the case of DAPA; to the extent DAPA has no right to refuse disclosure under the law of DAPA's country. Where this exception applies, the receiving Party shall, to the extent legally permitted to do so, provide prompt written notice to the disclosing Party prior to proceeding with such disclosure and shall afford the disclosing Party the right to resist such release.