

**CUSTOMER CONTRACT REQUIREMENTS**  
**French E-3F Cockpit Upgrade**  
**CUSTOMER CONTRACT N\_CW2053905**

**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

**Warranty warranty .**

The warranty set forth shall start at the acceptance such as specified under the Boeing General Provisions for a period of 24 months.

**Special Provisions .**

**ARTICLE 18 INDUSTRIAL PROPERTY**

For this Article, Licensed Materials means (i) the proprietary Data and documents related to the services to be provided under this contract, (ii) any other materials or items provided to Air France under this Contract at any time by or on behalf of Seller; (iii) any copies, adaptations, translations, updates or modifications of any of the foregoing. Licensed Materials include materials in both tangible and intangible form and any Data and information provided by Seller.

Subject to compliance with all applicable US laws, regulations, and executive orders, especially including all those pertaining to export or national security, Seller grants to Air France, a limited, nonexclusive, nontransferable license to use the Licensed Materials to support the services provided under this Contract.

For purposes directly related to the Service, Air France may make copies of the Licensed Materials (except for materials bearing the copyright legend of a third party) provided, however, Air France preserves any restrictive legends and proprietary notices on the copy. All copies or Licensed Materials will belong to Air France and all will be treated as Licensed Materials under this Contract.

Air France may allow the French Republic to have access to and use of the Licensed Materials, for the purposes of the Contract, provided that the French Republic may not use the Licensed Materials to develop any product or service, other than that required for Maintenance, Repair and Overhaul of Aircraft, nor grant any sublicense in the Licensed Materials.

**ARTICLE 22 – ANTI BRIBERY LAW**

**22.1 Obligation to act in compliance with anti-bribery laws**

Seller warrants and undertakes that it has complied and will comply with the applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption (together referred to as “Anti-Bribery Law”).

In particular, Seller hereby warrants and undertakes that it has and will not, offer, promise, give, authorize, solicit, or accept any undue pecuniary or other advantage of any kind in any way connected with the Contract which constitute an illegal practice under applicable Anti-Bribery Law.

**22.2 Measures in relation to sub-contractors**

Seller procures that any person who has performed or will perform Services for or on its behalf in connection with this Contract will comply with applicable Anti-Bribery Law.

Seller will not enter into any agreement with any person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this Article.

**22.3 Obligation to keep accurate books and accounts**

Seller agrees to keep books, accounts, records and invoices in connection with this Contract, consistent with the requirements of the applicable Anti-Bribery Law in the context of this Contract.

#### 22.4 Obligation to notify breaches

Seller shall promptly notify Buyer of any breach related to this Contract of any of the provisions of this Article 22 for which a publicly-disclosed government and/or judiciary investigation, charge, or civil action is initiated against Seller. Further, Seller agrees to abide by all laws applicable to the government's and/or judiciary investigation of any such publicly-disclosed investigation, charge, or civil action.

#### 22.5 Right of termination in case of breach

Seller failure to comply with applicable Anti-Bribery Law and any of the provisions of this Article will be deemed to be a material breach of this Contract entitling Buyer to suspend or withhold payments due to the Contract and/or terminate the Contract.