

CUSTOMER CONTRACT REQUIREMENTS

SES-15

CUSTOMER CONTRACT 201502213SES-15

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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.

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

INTELLECTUAL PROPERTY RIGHTS

1. Seller grants to Buyer or Buyer's Customer an irrevocable (unless and until this Contract is terminated) non-exclusive assignable (only with the sale of the Spacecraft Delivered under this Contract) license to use and have used any item (including, for the avoidance of doubt, computer software and Data) covered by or subject to any and all intellectual property rights (including, without limitation, patents, copyrights, design rights), which item is incorporated or used in any item of Goods (including Ground Control Software and Goods, but excluding Vendor Software) or directly employed in the use of any item of Goods (including Ground Control Software and Goods, but excluding Vendor Software) Delivered under this Contract solely for the purpose of using, operating and maintaining (including the making of copies for back-up purposes) the Goods and also, with respect to source code Delivered hereunder, for the purpose of modifying the Goods or Data. Such license shall be deemed to be fully paid-up (without any further payment by Buyer or Buyer's Customer) for the purposes of using, operating and maintaining (including the making of copies for back-up purposes) the Goods and, for the purpose of modifying any Spacecraft Goods or Data Delivered under the Contract in accordance with Modifications or Amendments to Data provision.
2. This clause shall not be construed as limiting any rights of Buyer or Buyer's Customer or obligations of Seller under this Contract including specifically the right of Buyer or Buyer's Customer, for no additional compensation to Seller to use, have used, deliver, lease, sell or otherwise dispose of, the Goods or any part thereof, required to be Delivered under the Contract.

Notwithstanding any other provision of this Contract, the ownership in and title to copyrights, computer programs, and other intellectual property, related source codes and their related documentation Delivered to Buyer or Buyer's Customer by Seller in accordance with this Contract shall remain in Seller or its licensor. Seller hereby grants to Buyer or Buyer's Customer and to Customer's affiliates SES ASTRA S.A., SESE, SES Americom Inc., SES Sirius AB, SES Satellite Leasing LTD a paid up irrevocable (unless and until this Contract is terminated, provided that if this Contract is terminated other than pursuant to Termination for Convenience or Cancellation for Default clauses, the Parties will negotiate license rights if any), non-exclusive, non-transferable (except as part of a sale of business or by operation of law) license to use, duplicate and adapt the copies of computer programs (and their related documentation) and other items Deliverable under this Contract for the purposes of using, operating and maintaining the Goods. Except with respect to Seller's competitors, the foregoing license includes the right of Buyer or Buyer's Customer to engage third parties to so use duplicate, or adapt such computer programs, and their related documentation for such purposes with such Spacecraft and other Goods under conditions specified by Seller that are reasonably necessary to protect Seller's proprietary rights and copyrights therein.