CUSTOMER CONTRACT REQUIREMENTS
Ka SATCOM Antenna Kits
CUSTOMER CONTRACT STAR/AGR/007/2012

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

INTELLECTUAL PROPERTY AND PATENT INDEMNITY

1.   Except for the rights expressly granted to BUYER pursuant to this Article, the SELLER or SELLER'S licensors own, and shall retain, all right, title and interest in and to, any Intellectual Property Rights used or generated in the performance of the Work and/or embodied in the Goods delivered under this Contract, including, without limitation, any Intellectual Property Rights used or embodied in the design, development, manufacturing, assembling and testing process of the Goods or to any part thereof, and any Intellectual Property Rights in the Deliverable Data. The Deliverable Data and Software are licensed, and not sold, to BUYER in accordance with the provisions of Sections 2, 4 and 8;

2.   SELLER represents, warrants and covenants that SELLER and its licensors are the lawful owner of the Equipment and Documentation and the materials used in the performance of the Services, that the Equipment, Documentation and such materials have been lawfully developed or acquired by SELLER, and SELLER has the right to grant BUYER and the End User the licenses granted hereunder. Subject to the terms and conditions of this Contract, SELLER grants to BUYER and BUYER'S CUSTOMER the ownership of the Equipment and a non-exclusive, non-transferable, worldwide, royalty free license to (a) use and reproduce the Deliverable Data solely to use, operate, maintain and repair the Equipment; and (b) distribute the Deliverable Data and sublicense the above rights to the Deliverable Data on a need to know basis, solely for the purposes of using, operating, maintaining and repairing the Equipment. If BUYER'S CUSTOMER distributes and sublicenses the Deliverable Data to any of it's subcontractor, BUYER'S CUSTOMER, through BUYER, shall provide SELLER with notice of such planned distribution and, if requested by SELLER, BUYER'S CUSTOMER shall require such subcontractor to enter into direct non-disclosure agreements with SELLER or with SELLER'S affected subcontractor(s) to protect the Deliverable Data. BUYER acknowledges and agrees that the provision of any Technical Data under this Contract shall neither imply, nor permit, nor provide any right to manufacture or have manufactured any part, component, system or element of the Goods through licensing or otherwise.

3. SELLER represents, warrants and covenants that (a) SELLER is not subject to any obligation that would prevent it from entering into this Contract or any Purchase Order issued pursuant to this Contract, and SELLER's offer to provide the Equipment, Documentation and the Services to BUYER and BUYER's acceptance of such offer has in no way caused or induced SELLER to breach any contractual obligation to any other person or entity, and (b), none of the Equipment or Documentation or any other materials or software provided by SELLER or used in connection with the performance of any Services, nor the possession or use of any of the foregoing by BUYER as contemplated by this Contract or any such Purchase Order, will infringe any intellectual property right of any third-party, or contain confidential or proprietary material misappropriated by SELLER from any third-party.

4.   Subject to the terms and conditions of this Contract, SELLER grants to BUYER, and the End User a non-exclusive, non-transferable, worldwide, royalty-free license to: (a) use the Software delivered under this Contract for their internal business purposes in conjunction with their use of the Equipment; (b) distribute the Software to BUYER's customers solely as embedded in the Equipment; and (c) permit such customers to use the Software solely in conjunction with the customer's use of the Equipment, provided that BUYER requires that its customers' use of the Software distributed with or as a part of the Equipment is subject to the restrictions set forth in Section 4.

5.   SELLER warrants that the software forming part of or used in performance of the Works contains no "computer viruses" or "time bombs" as those terms are commonly understood in the information processing industry. Specifically, SELLER warrants that such software contains no code or instructions (including any code or instructions provided by third parties) that may be used to access,

modify, delete, damage, or disable any computer, associated equipment, computer programs, data files or other electronically stored information operated or maintained by <u>SELLER</u>.

6.   Without <u>BUYER 's</u> prior written approval, <u>SELLER</u> will not use in performing the Services, and the software forming part of the Equipment will not incorporate, link to, call, or depend in any way upon, any software or other intellectual property that is subject to an "Open Source" or "Copyleft" license (including, but not limited to, the GNU General Public License) or subject to any other agreement that may give rise to any third-party's right to (a) use the Software or (b) limit <u>BUYER 's</u> rights under this Contract or under any Purchase Order issued pursuant to this Contract

7.   All pre-existing rights of patent, copyright, trademark, trade secret and other intellectual property and proprietary rights in all information systems and technology, software, processes, efforts and methods, forms, procedures, data formats, data gathering and retrieval systems and methods, program names, designs and manuals and other proprietary or copyrighted material provided by a Party (the "Pre-Existing IP"), will be and remain vested in such Party.

8.   <u>SELLER</u> hereby grants to <u>BUYER</u> and to the End User a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, non-exclusive license to Use (as defined below) and to permit any third party to Use, <u>SELLER</u>'s Pre-Existing IP required for <u>BUYER</u> (or a third party) to Use the Equipment. For purposes of this Article, "Use" includes the right to load, execute, store, and transmit. Except as expressly provided herein, <u>BUYER</u> shall not, and shall contractually require that its customers do not:

(a) copy the Software except for back-up or archival purposes consistent with <u>BUYER's</u> standard back-up and archiving procedures;

(b) distribute or sublicense the Software on a stand-alone basis, or otherwise distribute, transfer or sublicense the Software to any third party;

(c) modify or create a derivative work of the Equipment or the Software; or

(d) attempt to reverse engineer or disassemble the Equipment or the Software, or attempt to decompile or otherwise derive the source code of the Software.

9.   <u>SELLER</u> shall indemnify and hold harmless <u>BUYER</u> and the End User against all third party claims, demands, or suits ("Claim") alleging that the Works delivered hereunder infringe such third party's Intellectual Property Rights. Upon receipt of notice of any third party Claim alleging such infringement, <u>BUYER</u> shall give <u>SELLER</u> prompt written notice of such Claim, and give <u>SELLER</u> the full opportunity and authority, reasonable information and reasonable assistance to conduct the sole defense of such Claim. Provided that all of the foregoing conditions have been met, <u>SELLER</u> shall indemnify and hold harmless <u>BUYER</u> and the End User at <u>SELLER's</u> expense.   During the pendency of any such Claim if the use of the Works is enjoined, <u>SELLER</u> may, at <u>SELLER</u>'s sole option and expense, (a) substitute a technically compliant non-infringing item, (b) modify the item so that same no longer infringes but remains in compliance with applicable technical specifications, or (c) obtain for <u>BUYER</u> and the End User the right to continue use of the item in accordance with the terms of this Contract and any Purchase Order issued pursuant to this Contract. The foregoing indemnity is <u>BUYER's</u> sole and exclusive remedy for any third party claim that the Works, Equipment, Services or other items delivered under this Contract or any Purchase Order issued hereunder infringe any third party Intellectual Property.