

CUSTOMER CONTRACT REQUIREMENTS
CANADA FOS, REPAIR
CUSTOMER CONTRACT W8482-091305_001_QF

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

Intellectual Property Rights . 1. The Seller grants to Canada a license to exercise Intellectual Property Rights in proprietary information of the Seller or its subcontractors that is required to be delivered under this contract, to the extent that it is reasonably necessary for Canada to:

- i) perform work under this contract; or
- ii) operate, maintain, modify, dispose, as well as repair and overhaul the AHWCS or any part thereof.

2. This license is non-exclusive, perpetual, irrevocable, worldwide, fully paid and royalty-free. This license cannot be restricted in any way by the Seller providing any form of notice to the contrary, including the wording on any shrink-wrap or click-wrap license or any other kind of packaging, attached to any deliverable.

3. The Seller acknowledges that Canada may wish to award additional contracts and that such contract awards may follow a competitive process. The Seller agrees Canada's license includes the right to disclose proprietary information of the Seller to third parties bidding on or negotiating such contracts with Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such contracts. Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid on, negotiate or carry out those contracts.