

**SIKORSKY AIRCRAFT CORPORATION  
SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS  
REV. 2020-APRIL**

To the extent the Terms and Conditions contained herein conflict with those in the applicable Lockheed Martin CorpDoc Terms, the terms contained in this Supplement shall control.

**1. Aviation Unique Requirements**

- a) SELLER shall be registered on the Government-Industry Data Exchange Program (GIDEP) and shall have an active GIDEP Alert screening process. SELLER shall immediately notify LOCKHEED MARTIN and GIDEP of any issues that SELLER identifies as a potential GIDEP concern. SELLER shall immediately notify LOCKHEED MARTIN upon receipt of any GIDEP Alert related to Work, and shall provide LOCKHEED MARTIN a list of all affected Work by identifying the Contract, part number, lot number and lot date, invoice number, serial number, or any other identifying numbers or information as applicable. For GIDEP Alerts caused in whole or in part by the Work, SELLER shall immediately replace all affected Work at its sole expense including any installation and removal costs for the Work so affected and reimburse LOCKHEED MARTIN for any damages and commercially reasonable expenses incurred by LOCKHEED MARTIN.
- b) If the FAA, or other aviation authority, issues Airworthiness Directives (“AD”s), or the equivalent of Airworthiness Directives, related to the Work, SELLER shall immediately remove the cause(s) of the ADs or AD equivalents in all Work delivered, and to be delivered to LOCKHEED MARTIN including but not limited to Work utilized in the field. SELLER shall reimburse LOCKHEED MARTIN for any costs and damages associated with removal, redelivery and installation of Work, incurred by LOCKHEED MARTIN as a result of such ADs or equivalent of ADs which are attributable to the Work.
- c) SELLER shall provide all Service Bulletins, Safety Bulletins and Administrative Directives (collectively in this sub-Section “Bulletins”) using LOCKHEED MARTIN’s System for LOCKHEED MARTIN required reviews and approvals prior to issuance. SELLER shall implement LOCKHEED MARTIN’s recommendations contained in Bulletins on all Work delivered and to be delivered.
- d) SELLER shall provide at LOCKHEED MARTIN’s request, Advanced Shipping Notice (ASN) IUID, RFID part marking data including reporting of specialty metals and RoHS requirements.

**2. Customs & Import Requirements**

- a) SELLER shall comply with LOCKHEED MARTIN’s Import and Shipping Requirements document, as set forth on Sikorsky’s Supplier Portal or otherwise provided by LOCKHEED MARTIN to SELLER.
- b) Upon LOCKHEED MARTIN’s request, SELLER shall provide, or assist in obtaining, certificates of origin, declarations, and/or affidavits necessary to support LOCKHEED MARTIN’s claims for duty free or preferential duty treatment under international agreements, multi-lateral or bilateral free trade agreements, or other preferential tariff programs (e.g., Generalized System of Preferences, North American Free Trade Agreement (NAFTA), U.S. – Singapore Free Trade Agreements, U.S. Goods Returned, etc.).
- c) SELLER shall maintain and make available to LOCKHEED MARTIN all records supporting any certificates of origin, declarations, and/or affidavits provided to LOCKHEED MARTIN as support for LOCKHEED MARTIN’s claims for duty free or preferential duty treatment for five years after the date on which the aforementioned document(s) were provided.

- d) LOCKHEED MARTIN shall have the right, on reasonable notice, to inspect and audit all records relating to the documents set forth herein, including documents establishing the value of all direct and indirect materials and costs used in the production of imported Work. Where SELLER provides a written objection within three (3) days of LOCKHEED MARTIN's request to inspect and audit, SELLER shall provide access to such records to a third-party consultant designated by LOCKHEED MARTIN.

### 3. Definitions, Supplemental

**"LOCKHEED MARTIN," "Sikorsky," "SAC," or "Buyer"** shall mean Sikorsky Aircraft Corporation or the Buyer's affiliate that issues a Contract referencing these terms and conditions, and any successor or assignee of Buyer, acting through its companies or business units as identified on the face of this Contract. If a subsidiary or affiliate of Lockheed Martin Corporation is identified on the face of this Contract, then "Lockheed Martin" means that subsidiary or affiliate. For purposes of the Section entitled Intellectual Property of the CorpDoc referenced in the Contract, any license of Intellectual Property to LOCKHEED MARTIN is deemed a license to both LOCKHEED MARTIN and SIKORSKY AIRCRAFT CORPORATION.

**"LOCKHEED MARTIN's Customer"** means the ultimate owner, lessee, or operator of the Work and includes the purchaser of an end product incorporating the Work provided by the SELLER under the Contract.

**"Contract"** means the instrument of contracting, such as "Order," "PO," "Purchase Order," "Subcontract" or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.

**"Delivery Date"** means the date of delivery for Work as specified in a Contract and/or by the Delivery System.

**"Delivery System"** means Sikorsky's computer-based, web-enabled delivery scheduling system.

**"FAA"** means the United States Federal Aviation Administration.

**"Intellectual Property"** means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.

**"Lead Time"** means the mutually agreed upon time required for SELLER to produce the Work.

**"Need Date"** means the date LOCKHEED MARTIN needs delivery of Work which date is before, or after, the Delivery Date.

**"Party" or "Parties"** shall mean LOCKHEED MARTIN and/or SELLER, individually or collectively, as the context requires.

**"Prime Contract"** means the governmental or commercial sales contract between LOCKHEED MARTIN and LOCKHEED MARTIN's Customer.

**"SELLER"** means the party identified on the face of this Contract with whom Lockheed Martin is contracting.

**"Specifications"** means all requirements with which Work and performance hereunder must comply, including, without limitation, SSQR-01 or its then-current successor, drawings, instructions and standards, on a LOCKHEED

MARTIN web site or elsewhere, as such requirements are specified and/or referenced in Contract, as such requirements are modified from time to time by LOCKHEED MARTIN.

“Work” means all required labor, articles, materials, supplies, goods and services constituting the subject matter of this Contract.

#### **4. Delivery and Payment Terms**

- a) SELLER shall use the Delivery System and electronic data exchange billing and invoicing systems (collectively, “Sikorsky Systems”) specified by LOCKHEED MARTIN. All users who require access to Sikorsky Systems or applications shall obtain an individual Exostar account and a Lockheed Martin Two-Factor Authentication (2FA) security credential. The SELLER shall be responsible for maintaining an active account and the annual fees associated with Exostar account management. Users may contact their Exostar Organization Administrator for access and information on obtaining the Lockheed Martin Two-Factor Authentication (2FA) security credential.
- b) The delivery information in the Sikorsky Systems shall establish the Delivery Dates for the Work and/or Services. SELLER shall only ship in accordance with the rules established by the Sikorsky Systems, and shall make use of the bar codes and other documentation generated by the Delivery System.
- c) Delivery Dates which do not allow sufficient Lead Time shall be considered Need Dates and SELLER shall use all commercially reasonable efforts to meet Need Dates. If SELLER agrees to the Need Date, then the Need Date shall be considered the Delivery Date.
- d) If SELLER is unable to deliver Work by the Need Date, LOCKHEED MARTIN may, without liability: (i) reduce or cancel its requirements for any part of the quantity of the Work that cannot be delivered by the Need Date; (ii) reallocate to another Contract, or reschedule, any portion of the Work that cannot be delivered by the Need Date; or (iii) waive the Need Date and accept Work on the Delivery Date. In addition to any other rights and remedies that LOCKHEED MARTIN may have, in the event of SELLER’s nonconformance with any of the requirements under this Section or any other delivery obligation, SELLER shall be responsible for all shipping costs and expenses incurred with respect to such nonconformance, including the costs of expediting shipment with respect to late deliveries.
- e) Any forecasts of quantity and schedule that are set forth in the Delivery System are estimates and are for planning purposes only.
- f) Terms of payment are Net 90 days after delivery of the Work to LOCKHEED MARTIN’s designated facility. All deliveries shall be made DAP (Incoterms 2020) LOCKHEED MARTIN’s designated facility, freight prepaid. Title and Risk of Loss shall pass to LOCKHEED MARTIN upon receipt of delivery at LOCKHEED MARTIN’s designated facility or third-party drop shipment point.
- g) Without affecting any other rights of LOCKHEED MARTIN, LOCKHEED MARTIN may cancel Purchase Orders, in whole or in part, without liability to SELLER, at any time prior to commencement of Lead Time.

#### **5. Disaster Recovery**

- a) If SELLER is: (i) providing Flight Safety Parts in accordance with the current revision of SSQR-01, SS9211, or their then-current successor(s), and/or any documents referenced therein; (ii) a non-competitive source of supply; (iii) providing products whose Lead Time exceeds one hundred twenty (120) days; or (iv) as otherwise directed by LOCKHEED MARTIN. Then, SELLER shall develop and maintain a Disaster Recovery Plan acceptable to LOCKHEED MARTIN for the recovery and continuation of business related to the design, development, certification, manufacture, sale, use and/or support of the Work furnished hereunder. Such plan shall, among other things, prevent or limit the interruption of the supply of Work in conformity with the requirements set

forth herein. SELLER shall furnish a copy of the Disaster Recovery Plan to LOCKHEED MARTIN upon request. In the event of a disaster or emergency SELLER shall implement its Disaster Recovery Plan.

## **6. Export Control**

- a) SELLER shall, upon request, deliver to LOCKHEED MARTIN a summary of any governmental export authorization ("Authorization") related to the Work, software, technology or Services and of all provisions or conditions relating to that Authorization, including but not limited to: (i) any restriction on sublicensing, retransfer, resale or re-export, (ii) any requirement for non-disclosure agreements, and (iii) any limitation on individuals having access to SELLER's Work, software, technology or Services. SELLER shall, upon request and at the earliest practicable time, deliver any information requested by LOCKHEED MARTIN in support of any Authorization related to the Work, software, technology or Services in support of LOCKHEED MARTIN's compliance activities, including LOCKHEED MARTIN's internal licensing processes.
- b) Upon completion of its performance under the Contract, the SELLER shall return or destroy any technical data provided by LOCKHEED MARTIN during the solicitation or performance of a Contract. The technical data must be destroyed or returned in accordance Export Control Regulations when the Contract is completed, or a license expires. The SELLER must also return or destroy any materials created using the exported technical data, such as transparencies, photocopies, and translated drawings. If the technical data is to be destroyed, SELLER shall provide written certification of the destruction to the LOCKHEED MARTIN. The certification shall include, at a minimum: a description of what was destroyed, the date of destruction, the method of destruction and the name of the person responsible for the destruction.
- c) At LOCKHEED MARTIN's request, SELLER shall develop, adopt and comply with a technology control plan ("TCP") satisfactory to LOCKHEED MARTIN. Such TCP shall ensure that SELLER and its subcontractors comply with the terms of the Contract (including the export control provisions of these terms and conditions). SELLER's compliance with the TCP shall be reviewed with LOCKHEED MARTIN at LOCKHEED MARTIN's request.

## **7. Insurance**

- a) The following shall apply if SELLER is providing Work to be incorporated in aircraft where such Work is classified as, or is a service related to, Flight Safety Parts (FSP) or its equivalent, or having Critical Characteristics (CC) or its equivalent in accordance with the current revision of SSQR-01, SS9211 and/or any documents referenced therein. SELLER shall maintain Aviation Products and Completed Operations Liability coverage in a minimum amount of \$50,000,000, per occurrence and, if applicable to such Work, Hangarkeepers Legal Liability coverage, including AVN52 (War Risks) coverage, in a minimum amount to replace any aircraft and related components in its care, custody, and control. Such insurance shall remain in effect for two (2) years after the expiration or termination of this Contract.

## **8. Precedence**

- a) In the event of any conflict in any documents, the interpretation of the documents shall be controlled by the following order of precedence: (1) the face sheet of a Purchase Order; (2) by all terms of the LTA, if any, and by the terms contained in the attachments thereto; (3) if the Contract is in support of a US Government or other Prime Contract, the applicable U.S. Government or other Prime Contract Flowdown Requirements; (4) the applicable CorpDoc A, B, C, D, or E series; (5) the Sikorsky Aircraft Corporation Supplemental Clauses for Subcontracts current on the Effective Date of this Contract; (6) the Technical Data Specification referenced on the face sheet of the Purchase Order (if any); and (7) the applicable CorpDoc current on the Effective Date of this Contract. The applicable terms and conditions shall apply to any and all Purchase Orders with the same effect as if they physically appeared thereon.

## 9. Proprietary Information

- a) This Section is the proprietary information agreement referenced in the Sections entitled "Information Assurance and Information of the Seller" of the CorpDoc referenced in the Contract and governs the treatment of proprietary information under the Contract.
- b) In order to deliver the most effective and efficient Work possible, to and meet LOCKHEED MARTIN's requirements for the Work LOCKHEED MARTIN and SELLER anticipate the need to exchange Proprietary Information (as defined below) for the design, development, testing, manufacture and/or repair of Work, as applicable in connection with such Contract. In recognition of the value of that Proprietary Information, as well as to protect LOCKHEED MARTIN's goodwill and reputation in its products, SELLER agrees to the terms and conditions of this Section.
- c) "Proprietary Information" shall for the purpose of this Contract mean information, knowledge, materials, or data that has been or will be disclosed by the disclosing party to the receiving party and is (a) in written or other tangible form bearing a suitable legend identifying its proprietary or confidential nature; or (b) disclosed visually, orally or in a form not amenable to marking, provided that it is stated to be proprietary at the time of disclosure and within thirty (30) days of such disclosure, is reduced in writing and transmitted to the receiving party bearing a suitable legend identifying its proprietary nature.
- d) Unless the receiving party has received the disclosing party's express written consent to the contrary and subject to LOCKHEED MARTIN'S license to Intellectual Property in the Section entitled Intellectual Property of the CorpDoc referenced in the Contract, the receiving party shall: (a) use the Proprietary Information solely for the purposes of this Contract, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for third parties; providing services to third parties; or obtaining any government or third party approvals to do any of the foregoing); (b) safeguard the Proprietary Information to prevent its unauthorized disclosure to or use by third parties, using no less than a reasonable standard of care; (c) not disclose the Proprietary Information to any unauthorized third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information.
- e) In addition to the LOCKHEED MARTIN'S license to Intellectual Property in the Section entitled Intellectual Property of the CorpDoc referenced in the Contract, the receiving party may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, subsidiaries, Affiliates, agents, subcontractors, or customers of the receiving party who have a need to know such Proprietary Information for the purposes of this Contract, and who have executed a written agreement with the receiving party obligating such entity or person to treat such information in a manner consistent with the terms of this Article.
- f) The Contract shall not restrict the receiving party from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (a) is or may hereafter be in the public domain through no improper act or omission of the receiving party or of a third party who received such information from the receiving party; (b) is received by the receiving party without restriction as to disclosure from a third party having a right to disclose such information; (c) was known to receiving party on a non-confidential basis prior to the disclosure by the disclosing party; or (d) was independently developed by employees or contractors of the receiving party who did not have access to any of the disclosing party's Proprietary Information.
- g) If disclosing party's Proprietary Information is required to be disclosed by the receiving party pursuant to judicial process, the receiving party shall promptly provide notice of such process to the disclosing party and,

upon request, shall fully cooperate with disclosing party in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of this Contract provided that the obligations of this Article are fulfilled by receiving party.

- h) LOCKHEED MARTIN shall have the right to audit all pertinent documentation of the SELLER, and to make reasonable inspection of the SELLER's premises, in Contract to verify compliance with this Section.
- i) Obligations in this Section regarding Proprietary Information shall continue until such time as all disclosing party's Proprietary Information is publicly known and generally available through no improper act or omission of the receiving party or any third party.
- j) Unless otherwise required by law or this Contract or allowed under LOCKHEED MARTIN'S license to Intellectual Property in the Section entitled Intellectual Property of the CorpDoc referenced in the Contract, the receiving party shall promptly return, or otherwise dispose of Proprietary Information as the disclosing party may direct. Absent contrary instructions, SELLER shall destroy all Proprietary Information one (1) year after termination or completion of the Contract and provide written acknowledgement to LOCKHEED MARTIN of such destruction.
- k) SELLER agrees to cause all information regardless of form (including, for example, electronic, magnetic and optical media, software, and compilations), containing or derived in whole or in part from Proprietary Information to maintain the legend on the document from which it was removed, or the following legend:

**"LOCKHEED MARTIN PROPRIETARY INFORMATION"**

- l) Notwithstanding any proprietary or confidential labels or markings, all information of SELLER disclosed to LOCKHEED MARTIN relating to the Contract and the content of the Contract may be disclosed by LOCKHEED MARTIN to LOCKHEED MARTIN's Affiliates or to LOCKHEED MARTIN's Customer or LOCKHEED MARTIN's subcontractors and potential subcontractors provided that LOCKHEED MARTIN's Customer or subcontractors have a need to access or know such information. Moreover, LOCKHEED MARTIN may disclose all SELLER information, in accordance with applicable governmental regulations, to the FAA, the European Aviation Safety Agency (EASA), TCCA, any other governing international airworthiness certifying authority, and/or any other department or agency of the U.S. Government, including, without limitation, for the purpose of obtaining necessary government approvals.
- m) SELLER agrees that it will not accept from any third party, or use, any information that appears to be similar to Proprietary Information without first obtaining LOCKHEED MARTIN's express written consent, except that SELLER may receive solicitations or purchase orders issued by a partner or higher-tier supplier of LOCKHEED MARTIN that expressly reference a LOCKHEED MARTIN Purchase Order and contain obligations no less stringent than this Section. SELLER shall promptly notify LOCKHEED MARTIN if Proprietary Information is offered to SELLER by a third party or of the suspected possession of Proprietary Information by a third party.
- n) SELLER acknowledges that exposure to LOCKHEED MARTIN's Proprietary Information and other LOCKHEED MARTIN Intellectual Property will make it easier for SELLER to manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for, Work that are the same Work or that have the same form, fit and function, as Work SELLER supplies to LOCKHEED MARTIN pursuant to an Contract hereunder. SELLER also acknowledges that LOCKHEED MARTIN's goodwill and reputation which become associated with Work supplied by SELLER pursuant to a Contract hereunder once approved for use in LOCKHEED MARTIN's products make it easier for SELLER to manufacture or repair, or to apply for or assist another entity in obtaining FAA or other government approval for those Work, or Work that have the same form, fit and function, for use in LOCKHEED MARTIN's products. SELLER agrees that, except as to Contracts with LOCKHEED MARTIN, it shall not use LOCKHEED MARTIN's Proprietary Information and other LOCKHEED MARTIN Intellectual Property to manufacture or repair Work that SELLER supplies to LOCKHEED MARTIN pursuant to an Contract hereunder,



or to manufacture or repair Work having the same form, fit and function, for use in LOCKHEED MARTIN's products, or apply for or assist another entity in obtaining FAA or other government approval for any such Work, without first notifying LOCKHEED MARTIN and obtaining LOCKHEED MARTIN's written consent. SELLER's notification shall (a) describe the Work to be manufactured or repaired, or for which application for or assistance to another entity in obtaining FAA or other government approval for such Work is to be provided, (b) identify the corresponding Work SELLER supplies to LOCKHEED MARTIN and (c) provide LOCKHEED MARTIN with sufficient information to demonstrate that SELLER will manufacture or repair, or apply for or assist another entity in obtaining FAA or other government approval for such Work (as the case may be) without reference to or use of LOCKHEED MARTIN Proprietary Information or other LOCKHEED MARTIN Intellectual Property. If SELLER uses LOCKHEED MARTIN's Proprietary Information and other LOCKHEED MARTIN Intellectual Property to manufacture or repair any such Work, or to apply for or assist another entity in obtaining FAA or other government approval for any such Work, for use in LOCKHEED MARTIN's products without obtaining LOCKHEED MARTIN's written consent, then it shall be considered a breach of the Contract and LOCKHEED MARTIN shall be entitled to injunctive relief and such other remedies as a court may order.

- o) SELLER shall not make accessible or sell completed or partially completed or defective Work manufactured using or containing LOCKHEED MARTIN Proprietary Information to any unauthorized third parties. Work not provided to LOCKHEED MARTIN shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering). For Proprietary Information exchanged in connection with the Contract, the terms of this Section shall supersede any provisions regarding the protection of Proprietary Information in any other agreement between the Parties.

**10. Warranty**

- a) The Warranty provision in the applicable CorpDoc to this Contract is hereby modified from "one (1) year" to "two (2) years," and shall begin upon final acceptance of the Work ("Warranty Period"). There are no other modifications or changes to the Warranty provisions in the applicable CorpDoc and all other language remains in effect.