



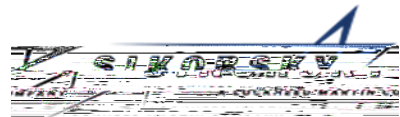
SIKORSKY AIRCRAFT CORPORATION SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS

To the extent the terms and conditions contained herein conflict with those in the



3. Customs/Import Requirements

- a) Seller shall comply with Buyer's Import and Shipping Requirements document, as set forth on Buyer's Supplier portal or otherwise provided by Buyer to Seller.
- b) Upon Buyer's request, Seller shall provide, or assist in obtaining, certificates of origin, declarations, and/or affidavits necessary to support Buyer's claims for duty free or



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 Goods.

“**Need Date**” means the date Buyer needs delivery of Goods which date is before, or after, the Delivery Date.

“**Party**” or “**Parties**” shall mean Buyer and/or Seller, individually or collectively, as the context requires.

“**Prime Contract**” means the government or commercial sales contract between Buyer and Buyer’s Customer.

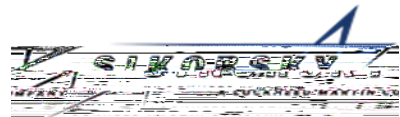
“**Order**” means a paper or electronic document sent by Buyer to Seller, or where provided for in a Contract, an entry on a Buyer web site, to initiate the ordering of Goods or Services, such as a purchase order, a scheduling agreement, or other authorization or Order, and including change notices, supplements or modifications thereto. The phrase “in connection with the Order” includes performance of the Order, performance in anticipation of the Order, and preparation of a bid or proposal for the Order. Where the context permits, the term Order includes Contract.

“**Services**” means any effort performed by Seller necessary or incidental to the delivery of Goods, including design, engineering, installation, repair and maintenance. The term “Services” shall also include any effort required by an Order.

“**Specifications**” means all requirements with which Goods and Services and performance hereunder must comply, including, without limitation, SSQR-01 or its then-current successor, drawings, instructions and standards, on a Buyer web site or elsewhere, as such requirements are specified and/or referenced in Orders, as such requirements are modified from time to time by Buyer.

5. Delivery and Payment Terms

- a) Seller shall use the Delivery System and electronic data exchange billing and invoicing systems (collectively, “Buyer Systems”) specified by Buyer. All users who require access to Buyer 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 Buyer Systems shall establish the Delivery Dates for the Goods and/or Services. Seller shall only ship in accordance with the rules established by the Buyer Systems, and shall make use of the bar .



Authorization related to the Goods, software, technology or Services in support of Buyer's compliance activities, including Buyer's internal licensing processes.

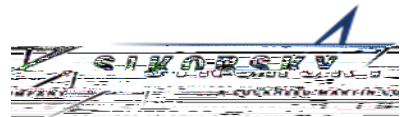
- b) Upon completion of its performance under the Order, the Seller shall return or destroy any technical data provided by Buyer during the solicitation or performance of a Contract. The technical data must be destroyed or returned when the Order is completed or a license expires. The Seller must also 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 return a Certificate of Destruction of Data, Form [S 286](#) to the Buyer certifying such destruction.
- c) At Buyer's request, Seller shall develop, adopt and comply with a technology control plan ("TCP") satisfactory to Buyer. 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 Buyer at Buyer's request.

8. Insurance

The following shall apply if Seller is providing Work (for the purpose of this paragraph, Work means all required labor, articles, materials, supplies, Goods, and Services constituting the subject matter of this Contract) 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.

9. Intellectual Property Indemnification

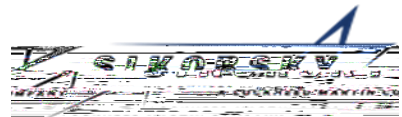
- a) Seller shall indemnify and hold harmless Buyer, Buyer's Customers, its Affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use, sale, off-BDC BT/F2 11sale, 101(r)-JETqQBT/F1 11.04ject matter F40003301(r)8 2 matt TJETBT1 Our



- f) If Proprietary Information is required to be disclosed pursuant to judicial process, Seller shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of the Order provided that the obligations of this Section are fulfilled by Seller.
- g) Buyer shall have the right to audit all pertinent documentation of the Seller, and to make reasonable inspection of the Seller's premises, in order to verify compliance with this Section.
- h) Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of the Seller or any third party.
- i) Unless required otherwise by law or the Order, Seller shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Seller shall destroy all Proprietary Information one (1) year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.
- j) 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 bear the following legend:

“This document contains the property of Sikorsky Aircraft Corporation and/or its Affiliate. You may not possess, use, copy or disclose this document or any information in it for any purpose, including without limitation to design, manufacture, or repair Goods, or obtain FAA, Transport Canada Civil Aviation (TCCA) or other government approval to do so, without express written permission. Neither receipt, from any source, nor possession of this document, constitutes such permission. Possession, use, copying or disclosure by anyone without express written permission of Sikorsky Aircraft Corporation and/or its Affiliate issuing the Order is not authorized and may result in criminal and/or civil liability.”

- k) Notwithstanding any proprietary or confidential labels or markings, all information of Seller disclosed to Buyer relating to the Order will be deemed non-confidential and the content of the Order may be disclosed by Buyer to Buyer's Affiliates or to Buyer's Customer or Buyer's subcontractors and potential subcontractors provided that Buyer's Customer or subcontractors have a need to access or know such information. Moreover, Buyer 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.
- l) 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 Buyer's express written consent, except that Seller may receive solicitations or purchase orders issued by



a partner or higher-tier supplier of Buyer that expressly reference a Buyer Purchase Order and contain obligations no less stringent than this Section. Seller shall promptly notify Buyer if Proprietary Information is offered to Seller by a third party or of the suspected possession of Proprietary Information by a third party.

- m) Seller acknowledges that exposure to Buyer's Proprietary Information and other 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, Goods that are the same Goods or that have the same form, fit and function, as Goods Seller supplies to Buyer pursuant to an Order hereunder. Seller also acknowledges that Buyer's goodwill and reputation which become associated with Goods supplied by Seller pursuant to an Order hereunder once approved for use in Buyer'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 Goods, or Goods that have the same form, fit and function, for use in Buyer's products. Seller agrees that it shall not manufacture or repair Goods that Seller supplies to Buyer pursuant to an Order hereunder, or manufacture or repair Goods having the same form, fit and function, for use in Buyer's products, or apply for or assist another entity in obtaining FAA or other government approval for any such Goods, without first notifying Buyer and obtaining Buyer's written consent. Seller's notification shall (a) describe the Goods to be manufactured or repaired, or for which application for or assistance to another entity in obtaining FAA or other government approval for such Goods is to be provided, (b) identify the corresponding Goods Seller supplies to Buyer and (c) provide Buyer 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 Goods (as the case may be) without reference to or use of Buyer Proprietary Information or other Buyer Intellectual Property. If Seller manufactures or repairs any such Goods, or applies for or assists

