

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.

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- 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.

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- 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







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 th

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