



SIKORSKY AIRCRAFT CORPORATION
SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS

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.

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 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 p75.06 544.78m

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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

The following shall apply if SELLER

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)

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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.