1 Sikorsky Aircraft Corporation Supplemental Clauses for Subcontracts (2020-MAY) 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.

MARTIN web site or elsewhere, as such requirements are specified and/or referenced in Combination tract, as such requirements are modified from time to time by **593**KHEED MARTIN.

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

4. <u>Delivery and Payment Terms</u>

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 such Work (as the CASE may be) without reference to or use of 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. Quality and Engineering Requir()\$5()\$5()\$3()aqu