

SIKORSKY AIRCRAFT CORPORATION
SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS
REV. 2022-JULY

To the extent the Terms and Conditions contained herein conflict with those in the applicable Lockheed Martin

(b) If SELLER does not accept the Need Date (Need Date means the date which LOCKHEED MARTIN needs the Work, which may be within or outside Lead Time), 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.

(c) Any forecasts of quantity and schedule that are set forth in the Delivery System are estimates and are for planning purposes only.

(d) 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 shall pass to LOCKHEED MARTIN upon receipt of delivery at LOCKHEED MARTIN's designated facility or third-party drop shipment point.

(e) Without affecting any other rights of LOCKHEED MARTIN, LOCKHEED MARTIN may cancel Purchase Orders, in whole or in part, without liability, at any time prior to commencement of Lead Time.

4. 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.

5. 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.

6. 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.

7. 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)

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)

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 a 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 consid

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Section shall supersede any provisions regarding the protection of Proprietary Information in any other agreement between the Parties.

8. QUALITY AND ENGINEERING REQUIREMENTS

(a) For all Purchase Orders referencing these Sikorsky Aircraft Corporation Supplemental Clauses for Subcontracting, the provisions of SSQR-01, found on Sikorsky's Supplier Portal, effect on the date of the particular Contract shall apply.

(b) For all Purchase Orders referencing these Sikorsky Aircraft Corporation Supplemental Clauses for Subcontracting, the provisions of the version of the "SIKORSKY AIRCRAFT CORPORATION ENGINEERING REQUIREMENTS (SA1963)" in effect on the date of the particular Contract shall apply, found on the [Lockheed Martin Business Area Procurement Site](#).

9. 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 applica-4(i)1C(ca-4(i) 1 40.68 65.91 (po)-4(n0 612 792am)-4(o)-5(d)3(if