

(d) "Required Date(s)" means the date of delivery for Work as specified in a Contract and/or by the Sikorsky Systems.

If SELLER is: (i) providing Flight Safety Parts in accordance with the current revision of RMS Procure-2-011, 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. SELLER shall furnish a copy of the Disaster Recovery Plan to LOCKHEED MARTIN upon request. In the event of a disaster or emergency SELLER shall implement its Disaster Recovery Plan.

(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 n lia39(th)12(e)39(in)5(te)-3(rru)16(p)3(tio)-5(n)3()52(o)-5(f)42(the)10(

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) In addition to the LOCKHEED MARTIN'S license to intellectual property in the Section entitled

government approval for those Work, or Work that have the same form, fit and function, for use in LOCKHEED MARTIN's products.

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