

Sikorsky Security and Access Requirements

- 1) Definitions: For the purposes of this Article the following definitions shall apply:
 - a) "Buyer Premises" means real property, buildings and grounds owned, leased or otherwise controlled in their entirety, or any demised portion thereof, by Buyer, and any Buyer Systems.
 - b) "Buyer's Systems" means any electronic data exchange or storage system, which handles Buyer's information including without limitation, computer networks, proprietary specifications and drawings in whatever media, and dedicated ISP hosted web-sites.
 - c) "Seller Employee" means employees, agents, representatives, subcontractors, subcontractor employees or any other individual acting on Seller's behalf, or under its control, who require access to Buyer's Premises to provide Seller Services.
 - d) "Seller Services" means the Seller Goods to be provided, or Seller Services to be performed, under a Purchase Order which require that Seller's Employee enter upon, or into, Buyer's Premises whether physically or through Buyer's Systems.

- 2) Access Requirements: Seller shall comply with the provisions of this Article if Seller Services require that Seller's Employee enter upon, or into, Buyer's Premises whether physically or through Buyer's Systems. If the Seller Services are for the United States government, or of a character which Buyer, in its absolute discretion, determines require them, the "Enhanced Requirements" for Seller Employees seeking access to Buyer's Premises shall apply. For all other Seller Services, the "Minimum Requirements" for Seller Employees seeking access to Buyer's Premises shall apply unless Buyer, in its absolute discretion, determines that the "Enhanced Requirements" shall apply to the particular job assignment or Seller Employee.
 - a) Minimum Requirements
 - i) For Seller Employees, who require access to Buyer Premises to perform Seller Services, Seller shall only provide Seller Employees, who:
 - (1) Are US Authorized employees (as defined below);
 - (2) Have not been convicted of any violation of law (including military law), which is a felony; and
 - (3) Comply with any other criteria Buyer, in its absolute discretion, shall establish for access to Buyer's Premises (collectively "Minimum Requirements").

 - ii) Seller shall certify to Buyer in writing that all Seller Employees comply with the Minimum Requirements.

 - b) Enhanced Requirements
 - i) For Seller Employees, who require access to Buyer Premises to perform Seller Services, Seller shall only provide Seller Employees, who:
 - (1) Are US Authorized Employee,
 - (2) Provide ChoicePoint (a third party background investigation service) with a Release signed by the Seller Employee authorizing and allowing ChoicePoint to conduct a background investigation into such matters as ChoicePoint, in its absolute discretion, determines are required to verify compliance with this Article and Buyer's security rules whether set forth herein or elsewhere ("Buyer's Security Rules"),
 - (3) Receives a certificate of satisfactory completion of a background investigation from ChoicePoint,
 - (4) Have completed Buyer's security questionnaire to Buyer's satisfaction,

(5) Comply with any other lawful criteria Buyer, in its absolute discretion, shall establish for access to Buyer's Premises, and

(6) Have neither a conviction for any violation of law (including military law), nor charges pending adjudication for any violation of ordinance, regulation or law (including military law), which is a felony (collectively "Enhanced Requirements").

ii) Seller, or Seller's Employee as applicable, regardless of whether a Seller Employee is seeking a Sikorsky Contractor Access Photo Badge (see below) and, in addition to any other documentation required in this Article or by Buyer's Security Rules, shall, at the time they present themselves at Buyer's premises, provide:

- (1) a certificate from ChoicePoint of satisfactory completion of a background investigation, or
- (2) a current US government personal security clearance.

3) Photo Access Badges: A Seller Employee who is otherwise required under Buyer's Security Rules to have a Contractor Access Photo Badge, and his respective Seller, shall also comply with the requirements set forth in Buyer's "Procedure for the Issuance of a Sikorsky Aircraft Contractor Access Photo Badge" the terms of which are incorporated by reference herein, and are available at http://www.sikorsky.com/StaticFiles/Sikorskv/Assets/Attachments/Supplye_Ltcensing/Contractor Information Form.pdf Sikorsky Aircraft Supplier Resource Suppliers/Visitors website.

4) Proof of Citizenship/ US Authorized Employee: All Seller Employees seeking access to Buyer's Premises shall present proof of United States citizenship or permanent lawful residency status in the United States and governmental authorization to perform the Seller Services required of the Seller Employee under the PO (collectively "US Authorized Employee"), such proof may, depending on the Seller Services required under the PO, be: a United States passport, certificate of United States citizenship (N-560 or N-561), certificate of naturalization (N-550 or N-570), alien registration receipt card with photograph (1-151 or 1-151), unexpired foreign passport with 1-551 stamp, unexpired temporary resident card (I-688A), unexpired re-entry permit (1327), unexpired refugee travel document (1-571), certificate of birth abroad (FS-545 or DS-1350), report of birth abroad (FS-240) or original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States which bears an official seal. For Seller Employees who are not US Authorized Employees, Buyer's rules and regulations for foreign nationals shall apply.

5) Responsibilities of Seller Employees on Buyer Premises: Seller Employees shall:

- a) complete and submit to Buyer any and all administrative forms necessary on a premises by premises basis,
- b) at all times while on Buyer's Premises possess and display a valid Sikorsky access badge, and
- c) register their vehicles with the applicable security office at Buyer's Premises and comply with all parking restrictions

6) Prohibited Activities: In addition to any Buyer Security Rules applicable to a Seller Employee while on Buyer's Premises or Buyer's customer's premises, Seller Employees shall not: (I) conduct any personal or business activities unrelated to the Purchase Order for which they have entered a premises, including without limitation, interviews, hirings, dismissals or personal solicitations; (ii) conduct Seller's personnel training, except for on-the-job training; (iii) attempt to participate in Buyer benefit plans or activities; (iv) send or receive mail or electronic message though Buyer's mail or computer systems unrelated to the Purchase Order (v) sell, advertise or market any products or distribute printed, written or graphic materials; (v) possess weapons of any kind; (vii) manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for non-medical reasons) or alcoholic beverages; (viii) possess hazardous materials of any kind unless the Seller Services so require or Buyer otherwise authorizes them; (ix) leave authorized areas (limited to the work locations, cafeterias, rest rooms and, in the event of a medical emergency, the Buyer's medical facilities) without an escort as provided in Buyer's Security Rules.

- 7) Continued Compliance:** Seller Employees while performing Seller's Services shall remain compliant with the provisions of this Article, throughout the term of the Purchase Order. A Seller Employee, and the Seller, shall inform Buyer's responsible Purchasing personnel ("Buyer's Buyer") immediately of any matter which could effect Seller Employee's continued compliance with the provisions of this Article. Buyer may thereafter order Seller to remove the personnel, require re certification or further certification under section 2 supra, or take such others actions as it, in its absolute discretion, deems appropriate.
- 8) Buyer Assets:** In addition to any other requirements related to any Buyer or customer furnished property, if Seller Employees have access to information, information assets, supplies or other property, including property owned by third parties but provided to Seller personnel by Buyer (collectively "Buyer Assets"), Seller Employees shall: (I) not remove Buyer Assets from Buyer's Premises; (ii) only use Buyer Assets for purposes of the Purchase Order and reimburse Buyer for any unauthorized use; (iii) only connect with, interact with or use programs, tools or routines that Buyer agrees are needed to provide Seller's Services; (iv) not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers; and (v) if Buyer Assets are confidential, will not copy, disclose or leave such assets unsecured or unattended.
- 9) Audit of Access Compliance and Other Rights Reserved to Buyer:** Notwithstanding anything in this Article to the contrary, Buyer has absolute discretion, at will, for any lawful reason or no reason at all to: (i) require each Seller Employee to complete a security questionnaire, (ii) audit the methodology, process and results used by Seller in conducting its background investigations, or otherwise to confirm that Seller and Seller Employees are complying with the provisions of this Article, (iii) deny access to Buyer's Premises to any Seller Employee at any time for any reason, (iv) require a Seller Employee to comply with the provisions of Section 2 supra and re-qualify under its provisions, (v) limit freedom of movement within Buyer's Premises, (vi) limit the period of time access is allowed, and (vii) make any other changes to Buyer's Security Rules it deems appropriate.
- 10) Searches:** Seller Employees their persons, property, and vehicles entering or leaving any Buyer's Premises shall be subject to search. In addition to any other reporting obligations, both Seller, and Seller Employee, shall promptly notify Buyer of: (i) any accident or security incidents involving loss of, or misuse or damage to, Buyer's intellectual or physical assets; (ii) physical altercations; (iii) assaults; or (iv) harassment and provide Buyer with a copy of any accident or incident report related thereto.
- 11) Miscellaneous Seller Obligations:** Seller shall
- a) Deliver to Buyer, and keep current, a complete list of the names and social security numbers of Seller Employees on Buyer's Premises,
 - b) Deliver to each Seller Employee prior to his/her arriving at Buyer's Premises the following notice on sexual harassment: "Sikorsky is committed to providing a work environment free from sexual harassment. Sexual harassment is unwelcome sexual conduct which has the purpose or effect of unreasonably interfering with an individuals work performance or which create, an offensive or hostile work environment. If you believe that you have been the victim of sexual harassment while working on Sikorsky facilities, you are encouraged to report such incidents directly to your employer and directly to Sikorsky.",
 - c) Maintain a signed acknowledgment that each person will comply with Buyer's Security Rules including search guidelines,
 - d) Not assign a Seller Employee to perform services under the Purchase Order who is a former Buyer employee, or who has committed unethical or unlawful acts against a former employer, including without limitation, acts of industrial espionage, defalcation, misappropriation of proprietary information or any other theft offense or act of moral turpitude, whether criminal or civil and regardless of whether the act or omission was prosecuted criminally or civilly.

- e) At Buyer's request, at any time and for any reason or no reason at all, Seller shall remove a Seller Employee from Buyer's Premises and not reassign such person to work on Buyer's Premises.
- f) Upon Buyer's request, provide documentation to verify compliance with this Article.

12) Request for Waiver: If Seller desires to use a noncompliant Seller Employee, or otherwise desires to deviate from the provisions of this Article, Seller shall submit a written request to Buyer's Buyer for a waiver. The request shall set forth, as applicable, the criminal record, citizenship status, or other deviation of the effected Seller Employee, along with the reason the waiver is required. Buyer has absolute discretion in determining whether to grant a waiver, and its determination shall be final and non reviewable

13) Costs: Any expenses Seller incurs to comply with this Article, including without limitation, any costs for ChoicePoint background investigations and certificates, and any costs for re certifications or further certifications, shall be borne by Seller

14) Indemnification: Notwithstanding any provision to the contrary, or any limitation of liability, in any other document related to the Purchase Order and the order of precedence of such document, to the fullest extent allowed by law, Seller shall defend, indemnify, and hold Buyer harmless from and against any and all costs, expenses, liabilities, fines, penalties, sanctions, or damages associated with Seller's failure to comply with the provisions of this Article. Seller's obligations shall survive the termination of the Purchase Order.

15) Compliance with Law: Seller acknowledges that failure to comply with the provisions of this Article may be a violation of federal or state law for which Seller and/or Seller's Employee may face prosecution. Notwithstanding any provision of the Purchase Order to the contrary, a breach of any provision of this Article shall constitute a material breach of the Purchase Order and Buyer may immediately terminate the Purchase Order, without advance notice or the ability to cure, by sending a termination notice which shall be effective in accordance with the termination for default provisions of the Purchase Order. If Seller elects not to terminate, Seller shall have an ongoing obligation to fulfill the Purchase Order and to substitute Seller Employees who comply with the provisions of this Article. Seller's inability of to comply with the provisions of this Article shall not excuse the Seller from non-performance of the Purchase Order.

16) Computer/Information Technology Security Procedures.

- a) If the Purchase Order requires that Seller have access to information owned, managed or protected by Buyer (whether belonging to Buyer or a third party and whether residing on Buyer's own network or on a network of a Buyer participating site - by way of example, a third party Internet Service Provider, disaster recovery facility or remote data storage facility), including without limitation personally-identifiable information of Buyer employees, and other information protected by privacy laws as then applicable throughout the world, Seller shall at all times maintain effective security for information used, stored and created by Seller - in whatever media - in performing services under the Purchase Order (collectively "Buyer Information").
- b) Seller, to secure and protect Buyer Information, shall install and maintain sufficient security procedures, including, without limitation, security hardware, software, firewalls, filters and other security tools, and implement procedures and policies (collectively "Computer Security Procedures"). Seller shall continuously update its Computer Security Procedures as required to maintain the level of security necessary to secure Buyer Information and comply with the provisions of this Article (Sellers Computer Security Procedures shall be sufficient under this section if they comply with the Statement on Auditing Standards (SAS) No. 70, Service Organizations, type II, issued by the American Institute of Certified Public Accountants). Seller shall:
 - i) Deliver to Buyer, and keep current, its Computer Security Procedures and continuous improvement plans, including, without limitation, its policy regarding physical security for access to devices that may access Buyer Information and its schedule for implementation of its continuous improvement plan,.

- ii) Store Buyer's Information in its possession in a dedicated secure environment owned and maintained by Seller. Seller may submit a written request in advance for a waiver of this provision to allow storage of Buyer Information in a shared environment. Buyer has absolute discretion in determining whether to grant a waiver, and its determination shall be final and non-reviewable.
 - iii) Permit Buyer, or its agent, to audit for compliance with this Article: at its facilities on one days notice, and by remote network at any time. The audits shall include any facilities with Buyer Information including, without limitation, remote sites and backup storage facilities. If Seller stores Buyer Information in a shared environment, Buyer may use a third party to conduct such audits.
 - iv) Segregate all Buyer Information into a separate database only accessible by Buyer and its agents and those employees of Seller necessary to maintain the equipment and the program on which it runs, unless otherwise agreed by Buyer. Seller shall enforce its Computer Security Procedures to the utmost to prevent unauthorized persons, including without limitation, Seller's own unauthorized employees, from accessing Buyer Information.
 - v) Back up all Buyer Information and applicable software and have a reliable, effective and adequately tested disaster recovery plan
 - vi) Avoid, to the greatest extent commercially reasonable, the transfer of Buyer Information across public networks, and encrypt any transfers. Encryption algorithms shall be of sufficient strength to equate to 128-bit RC-4 or better. All cryptography technologies used, must be published and approved by the general cryptographic community.
 - vii) In addition to any background investigations Seller shall conduct on Seller Employees to comply with this Article, Seller shall also ensure that all non-Buyer personnel and non-Seller Employees who will have access to Buyer's Information - regardless of the environment - comply with the Enhanced Requirements set forth in Section 2 supra and otherwise ensure that the individuals comply with, and are subject to the provisions of this Article.
 - viii) At the time of signing the Purchase Order, provide to Buyer a termination plan stating: (i) the method for returning Buyer Information - including backup and archival information, (ii) time frames for completing the termination plan and the return of Buyer Information, and (iii) the method for permanently removing Buyer Information from Seller's networks, equipment and facilities including, without limitation, third party facilities wherein Buyer Information resides. The termination plan shall include a provision for supplying the data to Buyer in an industry recognized non-proprietary database and, if not, a license to use the proprietary data base software to access the data and audit compliance of the termination plan with this Article.
 - ix) At the time of signing of the Purchase Order, provide to Buyer the procedures and method Seller shall use to comply with Buyer's requirement: for high risk/ high sensitivity data applications, of two (2) factor authentication access, and for medium risk applications, of "Strong Password" data control.
 - x) Provide information and cooperation to Buyer: no response to any governmental information request including, without limitation, a subpoena, an investigative request or other judicial, administrative or legislative inquiry seeking Buyer Information. Seller shall also provide information and assistance for Buyer to seek certification and the like relative to its information including information in the possession of Seller. Seller shall promptly notify Buyer upon the receipt of any request requiring Seller to provide Buyer Information to a third party. And
 - xi) Comply, within a commercially reasonable time, with Buyer Information security policies as amended from time to time
- c) Seller shall be in breach of its obligations under this Section if:
- i) Seller's Computer Security Procedures fail to meet the then current standards for information security,
 - ii) Seller fails to pass a Buyer audit or compliance with this Section,

- iii) After Buyer provided notice of the inadequacies of Seller's Computer Security Procedures, Seller fails to; (a) provide Buyer with a remediation plan within thirty (30) days or, (b) if requested by Buyer, take certain applications off line until the inadequacies are resolved, or (c) remedy the inadequacies within the time frame specified by Buyer, or (d) remedy the inadequacies to Buyer's satisfaction, which determination shall be within Buyer's absolute discretion, or
- iv) Seller otherwise fails to comply with the provisions of this Section, which determination shall be within Buyer's absolute discretion.

If Buyer, in its absolute discretion determines that a breach of Buyer's obligations under this Section occurred, Buyer may immediately terminate the Purchase Order, without advance notice or the ability to cure, by sending a termination notice which shall be effective in accordance with the provisions of termination for default provision of the Purchase Order. If Seller elects not to terminate, Seller shall have an ongoing obligation to fulfill the Purchase Order and comply with the provisions of this Article. Seller's inability of to comply with the provisions of this Article shall not excuse the Seller from non-performance.

17) Notice of Waiver and Limitation of Liability: Sellers shall provide the following notice to Seller Employees seeking access to Buyer's Premises to perform Seller Services,

"You acknowledge, You are entering a facility of a manufacturing company, and many activities undertaken Us present inherent risks (including serious injury and death) that no amount of care can completely eliminate and those risks may increase during Your visit. You assume those risks and enter Our premises voluntarily. By Your voluntary entry, You, for Yourself and Your personal representatives, assigns, heirs and next of kin or any of them (collectively "You(r)") hereby Covenant Not to Sue Sikorsky Aircraft Corporation and its parent Lockheed Martin Corporation and each of its officers, employees and agents (collectively "Us/Our/We") and Release and Discharge Us from, and Waive claims against Us for, all existing and future liability for death, injury to You or damage to Your property (collectively "Your Damage"), and any cause of action You may have for Your Damage, which results from Your visit to Our premises however Your Damage is caused. Further, You shall Indemnify and Defend Us, and Save and Hold Us Harmless from any liability, damage or cost We may incur ("Our Damage"): (1) due to Your presence, or any of Your actions, on Our premises and/or (2) due to Your performance of services on Our premises, whether for Us or others, however Our Damage is caused. You acknowledge that the foregoing Covenant, Discharge, Release, Waiver, Hold Harmless and Indemnity are intended to be as broad as permitted by Connecticut law. You consent to whatever medical care might be provided on the premises and shall comply with all of Our rules and regulations (which are posted on <https://www.lockheedmartin.com/us/what-we-do/aerospace-defense/sikorsky/SikorskySuppliersAndLicensing.html> , Sikorsky Aircraft Supplier Resource Suppliers & Licensing website) applicable to facilities contractors who are under contract with Us.

**YOU HAVE READ, UNDERSTOOD AND BY YOUR ENTRY VOLUNTARILY
AGREE TO THE TERMS OF THIS NOTICE."**