



**SIKORSKY AIRCRAFT CORPORATION  
SUPPLEMENTAL CLAUSES FOR SUBCONTRACTS  
(REV. 2023-JUNE)**

To the extent the Terms and Conditions contained herein conflict with those in the applicable Lockheed Martin CorpDoc Terms, the terms contained in this Sikorsky Aircraft Corporation Supplemental Clauses For Subcontracts 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. SELLER shall immediately notify LOCKHEED MARTIN and GIDEP of any issues that SELLER identifies as a potential GIDEP concern. SELLER shall immediately notify LOCKHEED MARTIN upon receipt of any GIDEP Alert, or similar GIDEP notice, related to Work, and shall provide LOCKHEED MARTIN a list of all affected Work by identifying the Contract, part number, lot number and lot date, invoice number, serial number, or any other identifying numbers or information as applicable.

(b) If the FAA, or other aviation authority, issues Airworthiness Directives (“AD”s), or the equivalent of Airworthiness Directives, related to the Work, SELLER shall immediately remove the cause(s) of the ADs or AD equivalents in all Work delivered, and to be delivered to LOCKHEED MARTIN including but not limited to Work utilized in the field.

(c) SELLER shall provide all Service Bulletins, Safety Bulletins and Administrative Directives (collectively in this sub-Section “Bulletins”) using LOCKHEED MARTIN’s Systems for LOCKHEED MARTIN required reviews and approvals prior to issuance. SELLER shall implement LOCKHEED MARTIN's recommendations contained in Bulletins on all Work delivered and to be delivered.

**2. DEFINITIONS**

(a) Unless specifically defined herein, any capitalized (defined) term shall have the same definition as in the applicable CorpDoc.

(b) “Lead Time” means the mutually agreed upon time required for SELLER to produce the Work.

**3. DELIVERY AND PAYMENT TERMS**

(a) SELLER shall use and abide by the rules of the delivery system, and electronic data exchange billing and invoicing systems (collectively, “Sikorsky Systems”) specified by LOCKHEED MARTIN. The Sikorsky Systems shall establish the Delivery Dates (“Delivery Date” means the date of delivery for Work as specified in a Contract and/or by the Sikorsky

Systems). All users who require access to Sikorsky Systems or applications shall obtain an individual Exostar account and a Lockheed Martin Two-Factor Authentication (2FA) security credential. The SELLER shall be responsible for maintaining an active account and the annual fees associated with Exostar account management. Users may contact their Exostar Organization Administrator for access and information on obtaining the Lockheed Martin Two-Factor Authentication (2FA) security credential.

(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 Sikorsky Systems are estimates and are for planning purposes only.

(d) Unless agreed otherwise, all deliveries shall be made FCA (Incoterms 2020) SELLER’s designated facility. Title shall pass to LOCKHEED MARTIN upon receipt of delivery at LOCKHEED MARTIN’s designated facility or third-party drop shipment point.

(e) Unless otherwise provided, terms of payment shall be net ninety (90) days from latest of the following: (1) LOCKHEED MARTIN’s receipt of SELLER’s proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work at the final destination.

(f) 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 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.

#### **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 RMS Procure-2-011, 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) 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 Intellectual Property of the CorpDoc referenced in the Contract, the receiving party may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, subsidiaries, Affiliates, agents, subcontractors, or customers of the receiving party who have a need to know such Proprietary Information for the purposes of this 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 7.

(f) The Contract shall not restrict the receiving party from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (a) is or may hereafter be in the public domain through no improper act or omission of the receiving party or of a third party who received such information from the receiving party; (b) is received by the receiving party without restriction as to disclosure from a third party having a right to disclose such information; (c) was known to receiving party on a non-confidential basis prior to the disclosure by the disclosing party; or (d) was independently developed by employees or contractors of the receiving party who did not have access to any of the disclosing party's Proprietary Information.

(g) If disclosing party's Proprietary Information is required to be disclosed by the receiving party pursuant to judicial process, the receiving party shall promptly provide notice of such process to the disclosing party and, upon request, shall fully cooperate with disclosing party in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of this Contract provided that the obligations of this Article are fulfilled by receiving party.

(h) LOCKHEED MARTIN shall have the right to audit all pertinent documentation of the SELLER, and to make reasonable inspection of the SELLER's premises, in Contract to verify compliance with this Section.

(i) Obligations in this Section regarding Proprietary Information shall continue until such time as all disclosing party's Proprietary Information is publicly known and generally available through no improper act or omission of the receiving party or any third party.

(j) Unless otherwise required by law or this Contract or allowed under LOCKHEED MARTIN'S license to intellectual property in the Section entitled Intellectual Property of the CorpDoc referenced in the Contract, the receiving party shall

promptly return, or otherwise dispose of Proprietary Information as the disclosing party may direct. Absent contrary instructions, SELLER shall destroy all Proprietary Information one (1) year after termination or completion of the Contract and provide written acknowledgement to LOCKHEED MARTIN of such destruction.

(k) SELLER agrees to cause all information regardless of form (including, for example, electronic, magnetic and optical media, software, and compilations), containing or derived in whole or in part from LOCKHEED MARTIN Proprietary Information to maintain the legend on the document from which it was removed, or the following legend:

**“LOCKHEED MARTIN PROPRIETARY INFORMATION”**

(l) Notwithstanding any proprietary or confidential labels or markings, all information of SELLER disclosed to LOCKHEED MARTIN relating to the Contract and the content of the Contract may be disclosed by LOCKHEED MARTIN to LOCKHEED MARTIN's Affiliates or to LOCKHEED MARTIN's Customer or LOCKHEED MARTIN's subcontractors and potential subcontractors provided that LOCKHEED MARTIN's Customer or subcontractors have a need to access or know such information. Moreover, LOCKHEED MARTIN may disclose all SELLER information, in accordance with 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.

(o) 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 considered a breach of the Contract and LOCKHEED MARTIN shall be entitled to injunctive relief and such other remedies as a court may order.

(p) 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.

## **8. QUALITY AND ENGINEERING REQUIREMENTS**

(a) For all Purchase Orders referencing these Sikorsky Aircraft Corporation Supplemental Clauses for Subcontracting, the provisions of RMS Procure-2-011 Supplier Quality Requirements, found at [RMS Quality Assurance](#), in 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 applicable CorpDoc and all other language remains in effect.