

SIKORSKY

(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.

A Seller Employee who is otherwise required under Buyer's Security Rules to have a Contractor

Access

- 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 indemnify, defend, and hold Buyer harmless from and against all claims, damages, losses, costs, expenses, 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 require (i) 2(t) 3(s) 4(13) (i) 1(c) 4() 2(9) 28(it) 3(w) 45(i) 2) 45(t) 21(w) 45 (i) 2) any rOccc(s) 28(u) 3al maon

- 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