# **TERMS OF USE**

# **SUPPLIER PORTAL ACCESS**

WHEREAS you, (the “Agent of Supplier”), are an employee of a supplier of Sikorsky, (the “Supplier) that wishes to obtain electronic, web-based remote access to certain data relating to a Contract entered into between Sikorsky and the Supplier and, while such access is not a Contract requirement, Sikorsky wishes to provide such access as an accommodation to the Supplier, subject to the following Terms of Use.

1. Acceptance of Terms of Use.

The Supplier’s use of the Supplier Portal website is conditioned on the Supplier’s acceptance of these Terms of Use. By checking on the “I Accept” button below, you, the Agent of Supplier, are assenting on behalf of your employer, the Supplier, that the Supplier is legally bound by all of the Terms of Use and representing that you have the authority to so bind your employer. Sikorsky reserves the right to revise the Terms of Use from time to time without prior notice. By using this site, the Supplier agrees to be bound by the current Terms of Use. If the Supplier finds the Terms of Use to be unacceptable, then the Supplier must immediately terminate its use of this site.

1. License.

In consideration of the fulfillment by Supplier of its obligations hereunder, Sikorsky hereby grants Supplier a royalty free, revocable, non-exclusive, non-sublicensable, non-transferable right and license to remotely use Sikorsky’s custom made web-site (the “Sikorsky Web-Site”) to access, review and use, solely for purposes of the Contract, such documents and information as Sikorsky may in its discretion make available to the Supplier thereon or therethrough (the Sikorsky Web-Site, such access, and any documents and information provided on or through the Sikorsky Web-Site being referred to collectively herein as the “System”). In no event shall access to, use of, or information obtained from the System be used for any other purpose. Notwithstanding anything in this Agreement to the contrary, all use of the System and any Passwords (as defined in Section 5 below) shall be strictly in accordance with Sikorsky policies and applicable laws.

1. License Restrictions.

Nothing in this Agreement shall be construed as an express or implied grant to Supplier of any right to (a) download or reproduce any of the documents or information obtained from the System; or (b) distribute, disclose, or allow access to, or use of, the System to or by any third party without the prior written permission of Sikorsky. Supplier shall cause its personnel to comply with the terms and conditions of this Agreement.

1. Ownership.

This Agreement does not constitute a sale of the System or any portion thereof. Sikorsky retains title to and ownership of the System (including without limitation its layout, interfaces, functionality, incorporated images, text, and any and all documents and information contained therein) and all copyright, patent, trademark, and other intellectual property rights related thereto. All rights not expressly granted to the Supplier hereunder are retained by Sikorsky.

5. Passwords and IDs.

In order to permit Supplier and its individual personnel to access the System, Sikorsky will provide Supplier and its personnel with unique identification codes and passwords (collectively, “Passwords”). In order for Sikorsky to issue IDs and Passwords, Supplier must identify and certify in Attachment A to the Supplier Portal Access Agreement the citizenship/s, and country of birth for non-US citizens, of each individual employee of the Supplier seeking access to the System. Supplier shall not permit the disclosure or sharing of Passwords by its personnel, nor shall it permit the use of any Password to access the System or portion thereof other than to which it is expressly granted a right of access hereunder. Supplier shall only permit use of a Password by current employees, and shall not provide or distribute any Password to, or permit the use of any Password by, any third party, and Supplier acknowledges that any passwords or identification codes needed by a third party may only be provided directly by Sikorsky in its sole discretion. Supplier shall immediately notify Sikorsky of any distribution of a Password to a third party of which Supplier becomes aware. Sikorsky may terminate, de-activiate, suspend, alter access rights, or otherwise interfere with or modify the operation of any Password at any time in its sole discretion.

6. Confidentiality.

(a) Supplier shall treat all information and materials obtained on or through the System as proprietary and confidential to Sikorsky, and, except to the extent permitted, if at all, pursuant to the Contract, shall not disclose or distribute such information to any third party without Sikorsky’s express written consent in Sikorsky’s sole discretion, or reverse engineer, reverse assemble, disassemble, or decompile the System or any of its contents, and (b) upon any termination of this Agreement, Supplier shall return to Sikorsky, or upon Sikorsky’s request destroy, all information and materials obtained on or through the System.

7. Legends.

Supplier shall not remove or alter any copyright or other notice, or any restrictive or proprietary legend, affixed to or incorporated in any portion of the System. To the extent a Separate Agreement requires the application of notices or legends different than, or the removal of, legends applied within the System (including without limitation to any information or materials in the System), Supplier hereby expressly waives such requirement.

8. Termination.

Sikorsky may terminate this agreement at any time, without cause. In the event of expiration or termination of this agreement or the Contract, whichever occurs first, Supplier’s right hereunder to access and use the System will immediately terminate.

9. Verification.

Supplier acknowledges that Sikorsky may monitor Supplier’s activities on the System at Sikorsky’s discretion in accordance with applicable laws, and Supplier consents to such monitoring. In addition, upon notice from Sikorsky, Supplier shall provide Sikorsky with such information, access, and assistance as they may reasonably require to verify compliance with the terms of this Agreement.

10. Warranties and Disclaimer.

NOTHING IN THIS AGREEMENT SHALL OBLIGATE SIKORSKY TO PROVIDE ACCESS TO THE SYSTEM OR ANY OF ITS CONTENTS. THE PROVISION OF SUCH ACCESS IS SOLELY AT SIKORSKY’S DISCRETION, AND MAY BE LIMITED OR DISCONTINUED AT ANY TIME. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM AND ACCESS THERETO ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, AND SUPPLIER’S USE OF THE SYSTEM IS SOLELY AT SUPPLIER’S OWN RISK. SIKORSKY DOES NOT WARRANT THAT THE SYSTEM OR ACCESS THERETO WILL MEET SUPPLIER’S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIKORSKY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SYSTEM AND ACCESS THERETO WILL NOT INFRINGE ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS.

11. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, SIKORSKY WILL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR RESULTS FROM (OR ANY LACK OF RESULTS FROM), OR ACTIONS OR OMISSIONS MADE IN RELIANCE UPON THE SYSTEM, (B) FOR LOSS OF CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE SYSTEMS, SERVICES, OR TECHNOLOGY, OR (C) FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTIAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, INCOME, PROFITS, SAVINGS, OR DATA ARISING OUT OF OR RESULTING FROM ANY USE OF THE SYSTEM OR ACCESS (OR LACK OF ACCESS) THERETO, EVEN IF SIKORSKY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification.

Supplier agrees to indemnify, defend and hold Sikorsky harmless from all claims, expenses, losses, damages and liabilities (including reasonable attorneys’ fees) arising out of any breach by Supplier of its obligations under this Agreement.

13. Export.

Information and materials on the System may be subject to restrictions under the Arms Export Control Act (22 USC 2778), and its implementing regulations, the International Traffic in Arms Regulations (22 CFR Part 120-130), and/or the Export Administration Act of 1979 (50 USC 2401-2420), and its implementing regulations, the Export Administration Regulations (15 CFR, Chapter VII). Supplier acknowledges that these statutes and regulations impose restrictions on: (a) the import, export, and transfer of certain categories of information/data to any foreign entity or country; and (b) the disclosure of certain categories of information/data to any foreign national, whether in the U.S. or abroad. Supplier acknowledges, agrees, and hereby certifies that it will comply with the requirements of these statutes and regulations in connection with the disclosure, import, export, and/or transfer of information and materials obtained on or through the System falling within such certain categories. Additionally, Supplier reaffirms intent to comply with the terms of any export approvals obtained by Sikorsky and/or by Supplier related to the data accessed through the System.

14. Miscellaneous.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereto, and supercedes any previous agreements with respect to the subject matter hereof. This Agreement may not be assigned or transferred by Supplier without the prior written permission of Sikorsky in its sole discretion. Sikorsky may freely assign or transfer this Agreement and its obligations hereunder. This Agreement shall be governed by the laws of the State of Connecticut, without regard to choice of law rules, and the exclusive venue for disputes shall be the State and Federal courts located in the State of Connecticut. The provisions of Sections 6-14 of this Agreement, and any other provisions which by their nature should survive, shall survive any termination of this Agreement.

Please enter the following information:

Supplier Name

Supplier Code:

Check one of the boxes below:

[ ]  I **accept** these Terms of Use.

[ ]  I **do not** accept these Terms of Use.

Name of Agent of Supplier signing on behalf of Supplier

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Click here to enter a date.

Check one of the boxes below:

[ ]  I **accept** these Terms of Use.

[ ]  I **do not** accept these Terms of Use.

Employee accessing the portal:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Click here to enter a date.

**Verification Certification Document**

**ATTACHMENT A**

As required in the TERMS OF USE - SUPPLIER PORTAL ACCESS previously agreed to by Supplier, which agreement was required to access this site, and which Terms of Use-Supplier Portal Access agreement is herein incorporated by this reference, You, the citizenship verifier for Supplier, by checking the box next to “I Accept” below, certify that:

* You have verified the citizenship/s, country of birth, and expiration date of U.S. permanent resident alien status of the following employee(s).
* You certify that the Supplier’s business is incorporated in the state of      .
* The employee(s) is/are employed by Supplier.
* The employee(s) has/have a need to know and is/are properly authorized to access Sikorsky data.
* You or your designee will notify Sikorsky immediately if the status of the below employee changes.
* You represent and warrant that you are duly authorized to sign this certification on behalf of Supplier.

# **EMPLOYEE REQUIRING PORTAL ACCESS:**

The information is as follows: NAME

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Email address** |  **Citizenship(s)** | **Country of Birth (if non-US citizen)** | **Expiration Date of Green Card (if permanent resident alien of U.S.)**  | **Export License** |
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**VERIFIER INFORMATION:**

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| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Supplier Name:Supplier Address: |            |
|  |  |
| Date Signed: | Click here to enter a date. |
|  |  |

Check the box below:

[ ]  I **accept** these Terms of Use.

[ ]  I **do not** accept these Terms of Use.