

AIR METHODS FLOWDOWN PROVISIONS UNDER THE MY X PRIME CONTRACT WITH SIKORSKY AIRCRAFT CORPORATION (A LOCKHEED MARTIN COMPANY) AND THE U.S. GOVERNMENT for “H-60 Multi-Year X” (MY X) (Prime Contract #W58RGZ-18-R-0145)

GENERAL PROVISIONS AND FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) FLOWDOWN CLAUSES TO SUBCONTRACTORS

I. GENERAL PROVISIONS

A. DEFINITIONS

“Buyer” shall mean AIR METHODS CORPORATION (“AIR METHODS”).

“Buyer’s Customer” means SIKORSKY AIRCRAFT CORPORATION (A LOCKHEED MARTIN COMPANY) (also referred to as “SIKORSKY”), or the Government end user.

“Commercial Item” means a commercial item as defined in FAR 2.101.

“Commercially available off-the-shelf (COTS) item” means a COTS item as defined in FAR 2.101.

“Contract” means the second-tier subcontract between Air Methods and SELLER, under AIR METHODS’ first-tier subcontract under SIKORSKY’s Prime Contract #W58RGZ-18-R-0145, including any orders placed thereunder.

“Contracting Officer” means the U.S. Government Contracting Officer for SIKORSKY’s government prime contract (#W58RGZ-18-R-0145) under which this subcontract is entered.

“Contractor” shall mean SELLER, which is the party acting as the second-tier subcontractor to AIR METHODS’ subcontract with SIKORSKY, with whom AIR METHODS submitted its order or is contracting in furtherance of the PRIME CONTRACT;

“Government”, “Contracting Officer” and equivalent phrases shall mean BUYER or AIR METHODS, except the terms “Government” and “Contracting Officer” do not change: (a) in the phrases, “Government Property”, “Government-Furnished Property”, and “Government- Owned Property”, (b) in the patent clauses incorporated herein, (c) when a right, act, authorization or obligation can be granted or performed only by the Government or the Contracting Officer or a duly authorized representative, (d) when title to property is to be transferred directly to the Government, (e) when access to proprietary financial information or other proprietary data is required except as specifically otherwise provided herein, and (f) where specifically modified herein.

“Prime Contract” means the contract between SIKORSKY and the U.S. Government, which is Contract #W58RGZ-18-R-0145.

“Seller” shall mean the party acting as the second-tier subcontractor to AIR METHODS’ subcontract with SIKORSKY, with whom AIR METHODS submitted its order or is contracting in furtherance of the PRIME CONTRACT;

“Subcontract” means any contract placed by SELLER or lower-tier subcontractors under this Contract.

“Work” means all required labor, articles, materials, supplies, goods and services constituting the subject matter of this contract, or any order thereunder.

B. FUNDAMENTAL PROVISIONS

If an Order is placed at any tier under Prime Contract Number [W58RGZ-18-R-0145] in support of the H-60 Multi-year Ten

(MYX) program, additional U.S. Government MYX provisions (“U.S. Government MYX Contract Clauses”) shall apply, as detailed in this document. In the event of a conflict between a provision in this document and Buyer’s Terms & Conditions for Purchase Orders in Support of Government Contracts (AS-013), this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in Buyer’s Terms & Conditions for Purchase Orders in Support of Government Contracts (AS-013).

SELLER shall incorporate the applicable U.S. Government MYX Contract Clauses detailed in this document in each lower-tier subcontract placed in support of this Order.

SELLER shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability, unallocability or unreasonableness, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses, to the extent said liability is caused by the SELLER or SELLER’s suppliers’ failure to comply with the applicable U.S. Government MYX Contract Clauses.

Notwithstanding any other provisions in this document, SELLER shall comply with, and shall support Buyer’s compliance with, any U.S. Government procurement regulations and policies applicable to Buyer and/or SELLER, including (but not limited to) those concerning furnishing and certifying the currency, accuracy, and completeness of cost and pricing data for the Goods/Services. SELLER agrees to furnish, as required, cost and pricing data certified as specified in FAR 15.406-2. To the extent the prices under the Agreement and/or Order for the Goods/Services are at any time not supported by SELLER’s cost or pricing data, SELLER agrees to negotiate fair and reasonable prices for the Goods/Services and to incorporate such prices in the Agreement and/or Order. In no event shall any renegotiated unit price for any of the Goods/Services exceed the unit price incorporated herein for such Goods/Services.

C. APPLICABLE LAWS

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State of Colorado, without regard to its conflicts of laws provisions, except that any provision in this Contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulations (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.

(b) SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER, in the performance of this Contract, shall procure all necessary and applicable licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to AIR METHODS in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.

(c) (1) If—(i) BUYER or BUYER’s Customer’s contract price or fee is reduced; (ii) BUYER or BUYER’s Customer’s costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on BUYER or BUYER’s Customer; or (iv) BUYER or BUYER’s Customer incurs any other costs or damages—as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, and such violation is undisputed by SELLER or, if disputed, is determined by a contracting officer’s final decision, AIR METHODS may proceed as provided for in (3) below.

(2) Where submission of cost or pricing data is required or requested at any time prior to or during performance of this Contract, if SELLER or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective; (ii) with notice of applicable cutoff dates and upon AIR METHODS' request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on AIR METHODS' Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or, if (v) the U.S. Government alleges any of the foregoing; and, as a result, (A) BUYER or BUYER's Customer's contract price or fee is reduced; (B) BUYER or BUYER's Customer's costs are determined to be unallowable; (C) any fines, penalties, withholdings, or interest are assessed on BUYER or BUYER's Customer; or (D) BUYER or BUYER's Customer incurs any other costs or damages; and in each of the scenarios outlined in this provision such determination is reached by a contracting officer's final decision, AIR METHODS may proceed as provided for in (3) below.

(3) Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (1) and (2) above, AIR METHODS may make a reduction of corresponding amounts (in whole or in part) in the price of this Contract, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), AIR METHODS may withhold the same amount from SELLER under this contract.

(d) SELLER represents and warrants that the Work included in Orders for AIR METHODS' first-tier subcontract under SIKORSKY's Multi-Year X Program do not contain any substances referenced in this clause (d) or in clause (e) (below). SELLER acknowledges that should any of its Work contain any substances referenced below, then the provisions of this clause (d) and (e) (below) shall apply.

(1) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to AIR METHODS hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017). SELLER shall make available to AIR METHODS all Safety Data Sheets for any material provided to AIR METHODS, or brought or delivered to AIR METHODS or its customer's premises in the performance of this Contract, as required by applicable law such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.

(e) Work delivered by SELLER under this Contract may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012 (BPR).

(1) SELLER represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of SELLER's Work or substances in SELLER's Work in the EEA, and that all such Work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by REACH, CLP, and BPR.

(2) SELLER shall timely respond to any request from AIR METHODS with all relevant information on the Work so that the intents of REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]),

and in any case, SELLER shall provide all information necessary for AIR METHODS and/or any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.

(3) SELLER shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.

(f) Equal Opportunity for Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Protected Veterans. (1) The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. The clause applies if this Contract is for \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA. As used in the clause, "contractor" means "SELLER." This clause applies in addition to FAR 52.222-35 if included in this Contract. (2) AIR METHODS and SELLER shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

(g) Equal Opportunity for Workers with Disabilities. (1) The clause at 41 CFR 60-741.5 is incorporated herein by reference. The clause applies if this Contract is more than \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended. As used in the clause, "contractor" means "SELLER." This clause applies in addition to FAR 52.222-36 if included in this Contract. (2) AIR METHODS and SELLER shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

D. COMMUNICATION WITH BUYER'S CUSTOMERS, INCLUDING THE U.S. GOVERNMENT

SELLER shall not communicate with AIR METHODS' customer or higher tier customer in connection with this Contract, except as expressly permitted by AIR METHODS. This clause does not prohibit SELLER from communicating with the U.S. Government with respect to (1) matters SELLER is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct communication by SELLER to the Government, or (4) any material matter pertaining to payment or utilization.

E. CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM

If Seller, or its subcontractors, are the importer of record for end product Work delivered to Buyer, or Buyer's Customer(s), then Seller agrees that, during the period in which it ships Work to Buyer, it and its subcontractors who either ship directly or package Work for shipment will either: (i) be certified under the Customs Trade Partnership Against Terrorism ("C-TPAT") program by the U.S. Bureau of Customs and Border Protection; or (ii) demonstrate to Buyer's satisfaction that it meets the security requirements of C-TPAT. Accordingly, Seller must either provide Buyer with documentation that it and its subcontractors are certified (e.g., C-TPAT certification or Status Verification Interface (SVI) number), or provide documentation and evidence satisfactory to Buyer to demonstrate compliance with C-TPAT security requirements.

F. CUSTOMS & IMPORT REQUIREMENTS

Applicability: If SELLER imports the Work or imports any materials used in the production of the Work in each case directly to Buyer, this clause shall apply:

Seller shall comply with Buyer's Customer's (SIKSORKY, A LOCKHEED MARTIN COMPANY) Import and Shipping Requirements document, as set forth on Buyer's Customer's Supplier portal or otherwise provided by Buyer to

Seller.

Upon Buyer's request, Seller shall provide, or assist in obtaining, certificates of origin, declarations, and/or affidavits necessary to support Buyer's claims for duty free or preferential duty treatment under international agreements, multi-lateral or bilateral free trade agreements, or other preferential tariff programs (e.g., Generalized System of Preferences, North American Free Trade Agreement (NAFTA), U.S. – Singapore Free Trade Agreements, U.S. Goods Returned, etc.).

Seller shall maintain and make available to Buyer all records supporting any certificates of origin, declarations, and/or affidavits provided to Buyer as support for Buyer's claims for duty free or preferential duty treatment for five years after the date on which the aforementioned document(s) were provided.

Buyer shall have the right, on reasonable notice, to inspect and audit all records relating to the documents set forth herein, including documents establishing the value of all direct and indirect materials and costs used in the production of imported Work. Where Seller provides a written objection within three (3) days of Buyer's request to inspect and audit, Seller shall provide access to such records to a third-party consultant designated by Buyer.

G. COUNTERFEIT WORK

(a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to AIR METHODS under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to AIR METHODS directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of AIR METHODS.

(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) SELLER shall maintain Material traceability including tracking of Materials to the SELLER. Traceability shall also include: (i) the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the Materials for SELLER, and (ii) the manufacturer's commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or other batch identifications.

(f) SELLER shall immediately notify AIR METHODS with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by AIR METHODS, SELLER shall provide

OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to AIR METHODS in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(g) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.

(h) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all reasonable costs relating to the removal and replacement of Counterfeit Work, including without limitation AIR METHODS' costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies AIR METHODS may have at law, equity or under other provisions of this Contract.

(i) SELLER shall include paragraphs (a) through (f) (above in this section) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to AIR METHODS.

(j) Certificate of Conformance and Traceability (U.S. Department of Defense Contracts) – Applicability: This clause is applicable to all contracts for Qualified Products List (QPL) or Qualified Manufacturers List (QML) under applicable DoD regulations and guidelines for controlled materiel, and applies: (i) regardless of the point of inspection designated in the contract award, and (ii) both to contracts awarded directly to a manufacturer listed on the applicable QPL/QML and to SELLERS (e.g., distributors) not listed as approved manufacturers on the applicable QPL/QML.

(1) SELLER shall use DoD QPL/QML Material as required by the contract that is in strict conformance to the requirements set forth and/or referenced in the item description, including applicable revisions and slash sheets. SELLER shall deliver a Certificate of Conformance and Traceability (CoC/T) with the information and documentation required by the applicable specification that : (i) references the contract number and includes a certification signed by the approved QPL/QML manufacturer, and (ii) if the Material is not procured directly from the approved manufacturer, all additional documentation required by the specification must be provided to establish traceability from the QPL/QML manufacturer through delivery to the BUYER. SELLER shall deliver the original and two copies of the CoC/T to BUYER at the time of delivery (if applicable).

H. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

I. EXPORT CONTROL

(a) SELLER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").

(b) SELLER shall notify AIR METHODS if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing AIR METHODS any item or data controlled under any of the Trade Control Laws, SELLER shall provide in writing to the AIR METHODS Procurement Representative the export classification of any such item or controlled

data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify the AIR METHODS Procurement Representative in writing of any changes to the export classification information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.

(c) SELLER shall not export, re-export, transfer, disclose or otherwise provide or make accessible AIR METHODS' technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SELLER receives advance, written authorization from AIR METHODS and verification of any required export authorization is in place. SELLER shall not provide a defense service as defined by the Trade Control Laws using any or all of AIR METHODS' technical data and/or hardware. Upon AIR METHODS' request, SELLER shall demonstrate to AIR METHODS' reasonable satisfaction, SELLER's and SELLER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws, including providing to AIR METHODS a copy of any U.S. government export authorizations and any documents related thereto. To the extent SELLER's Work provided under this Contract include packing, labeling, processing, and/or handling exports for AIR METHODS, SELLER shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. SELLER shall also promptly notify AIR METHODS if it becomes aware of any failure by SELLER or SELLER's lower-tier subcontractors to comply with this clause and shall cooperate with AIR METHODS in any investigation of such failure to comply.

(d) SELLER hereby represents that neither SELLER nor any parent, subsidiary or affiliate of SELLER is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). SELLER shall immediately notify the AIR METHODS Procurement Representative if SELLER, or any parent, subsidiary or affiliate of SELLER becomes listed on any Restricted Party List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.

(e) If SELLER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SELLER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(f) Where SELLER is a party to or signatory under a AIR METHODS Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization," SELLER shall provide prompt notification to the AIR METHODS Procurement Representative in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SELLER's performance under this Contract, or (2) any change by SELLER that might require AIR METHODS to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SELLER shall provide to AIR METHODS all information and documentation as may reasonably be required for AIR METHODS to prepare and submit any required export license applications. Delays on SELLER's part to submit the relevant information for export licenses shall not constitute an excusable delay under this Contract.

(g) Upon completion of performance of this Contract, SELLER and its lower-tier subcontractors shall as directed by AIR

METHODS, return or destroy all export controlled technical data, technology, hardware or other items. SELLER shall provide a certificate of destruction for all destroyed items.

(h) SELLER shall include paragraphs (a) through (g) (above in this section) and this paragraph (h) of this clause or equivalent provisions in lower- tier subcontracts for the delivery of items that will be included in or delivered as Work to AIR METHODS. SELLER shall immediately notify AIR METHODS upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.

(i) At Buyer's request, Seller shall develop, adopt and comply with a reasonable technology control plan ("TCP"). Such TCP shall ensure that Seller and its subcontractors comply with the terms of the Contract (including the export control provisions of these terms and conditions).

J. OFFSET

(a) Buyer's Customer (SIKORSKY) may use all or any part of the value of the Contract, including the value of any subcontracts placed by the Seller for the Contract, for satisfying international offset obligations of Buyer, Buyer's affiliates, or any entity that Buyer transfers such value to. Seller may use the offset credit generated by the Contract or the subcontracting of the Contract only upon Buyer's written approval and approval of Buyer's Customer.

(b) Seller shall support Buyer in meeting Buyer's Customer's offset requirements in proportion to the value of the Work supplied by Seller to the value of the end item sold by Buyer's Customer into the particular country.

(c) Upon Buyer's request, the Seller shall: (i) report all subcontract sources outside the United States utilized in the fulfillment of this Contract, including the name and location of each such source, amounts paid and committed thereto and identification of the Work or Services procured; and (ii) require its subcontractors, including those at all lower tiers, to maintain records of the above information.

K. FURNISHED PROPERTY

(a) AIR METHODS may, by written authorization, provide to SELLER property owned by either BUYER or BUYER's Customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.

(b) Title to Furnished Property shall remain in BUYER or BUYER's Customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership, provided the accompanying shipping documents appropriately identifies ownership.

(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify AIR METHODS of, any loss or damage to Furnished Property. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice.

(d) At AIR METHODS' request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by AIR METHODS.

(e) The Government Property Clause contained in this Contract shall apply in lieu of paragraphs (a) through (d) above with respect to Government-furnished property, or other property to which the Government has title, or may take title under this Contract.

L. GRATUITIES/KICKBACKS

(a) SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a AIR METHODS supplier.

(b) By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

M. INFORMATION ASSURANCE

(a) If the party receiving information (the "Receiving Party") from the other party (the "Disclosing Party") becomes aware of any compromise of information used in the performance of this Contract or provided by the Disclosing Party to the Receiving Party, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), the Receiving Party shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to the Disclosing Party after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. The Receiving Party shall provide reasonable cooperation to the Disclosing party in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by the Receiving Party.

(b) Any information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.

(c) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

(d) DFARS 252.204-7012 applies to covered defense information (see below).

N. QUALITY REQUIREMENTS

In addition to the quality requirements detailed in this contract, including detailed in any Purchase Order, Statement of Work, specifications, blue prints, plans, drawings, or orders, the following quality requirements apply to work performed under this contract that qualifies as Flight Safety Parts, which are subject to Buyer's Customer's "Sikorsky Supplier Quality System" (SSQS) located in Buyer's Customer's (SIKORSKY, A LOCKHEED MARTIN COMPANY) supplier portal, as well as the following:

(a) SELLER shall comply with all applicable specifications and drawing requirements. Further, SELLER shall execute, as required, any certifications (e.g., Material Certificate, Certificate of Compliance Form SA 876), or any other certifications required by Buyer's Customer to verify compliance with all applicable specifications and drawing requirements.

(b) SELLER's purchase orders with subcontractors for subcomponents of work ("Subcomponents") shall indicate that the Work is being supplied to SIKORSKY and that the Subcomponents are Flight Safety Parts (as applicable). SELLER's purchase order shall also identify all applicable documents drawings and/or Specifications, including revisions levels. Certifications for all processes from SELLER, and SELLER's subcontractors shall also indicate Work is for SIKORSKY and that the Subcomponents are Flight Safety Parts (as applicable).

(c) Work designated as Flight Safety in accordance with SS9211, Flight Safety Parts source approval, contain characteristics and or processes classified as critical. The performance of any critical operation or process shall be specifically authorized by BUYER and Buyer's Customer (SIKORSKY) as evidenced by approved frozen planning. SELLER shall

only use those sources approved by BUYER and Buyer's Customer (SIKORSKY) to perform specific critical operations or processes. Independent special process and test sources shall only perform work for which Buyer and Buyer's Customer (SIKORSKY) has granted prior written approval.

(d) Unless otherwise specified by BUYER, all inspection requirements for Work and Subcomponents shall be identified within SSQS and performed/ documented therein as required by Buyer.

(e) Identification and traceability to all Flight Safety Parts shall be in accordance with Buyer's Customer (SIKORSKY) approved frozen planning, SS9211 and SS8798 in addition to a completed form SA5193 and shall be available upon the transfer of parts from SELLER, and SELLER's subcontractors, to SELLER and shall be accompanied by an authorization to ship number from SSQS.

(e) SELLER, and SELLER's subcontractors, shall grant access to facilities to BUYER and Buyer's Customer (SIKORSKY and/or SIKORSKY's authorized third party inspector) for the performance of inspection and/or facility audit. Additionally, SELLER, and SELLER's subcontractors, are responsible for coordination and completion of requirements for government source inspection within their facilities as required prior to shipment.

O. INSPECTION, ACCEPTANCE, AND AUDIT RIGHTS

(a) SELLER (which, for the purposes of this Section, includes SELLER's suppliers, subcontractors and business partners) shall at any time, and after reasonable notice by BUYER, (i) grant to BUYER, BUYER's Customers and/or to any competent regulatory authority, unrestricted access to (or if requested by BUYER, provide to BUYER copies of) SELLER's books records and documentation (including, without limitation, inspection those pertaining to quality, and testing of Work and Services, security and data protection procedures, ethics and compliance programs and any other requirement or obligation under the Contract), but excluding financial books and records), wherever such books and records may be located (including third-party repositories and at facilities of SELLER, including SELLER's suppliers, subcontractors, and business partners used in connection with the Contract)), and (ii) provide BUYER, BUYER's Customers and/or any such authority the right to access, and to perform any type of inspection, test, audit or investigation at SELLER's premises, including without limitation, manufacturing and test locations and the facilities of SELLER's suppliers, subcontractors and business partners used in connection with the Contract for the purpose of enabling BUYER to verify compliance with the requirements set forth in the Contract or for any other purpose indicated by BUYER or BUYER's Customers and/or said authority in connection with the design, development, certification, manufacture, sale, use and/or support of the Work. SELLER and its suppliers, subcontractors and business partners shall cooperate with BUYER and BUYER's Customers and/or any such authority to furnish all reasonable facilities for and assistance with the safe performance of the inspection. Inspections, tests, audits and/or investigations in connection with any Contract and Work and Services thereunder.

(b) SELLER shall only tender Work to BUYER that has passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of a Contract.

P. SUBCONTRACTING

Seller shall be solely and fully responsible for monitoring Seller's sub-tier suppliers under all provisions of the applicable subcontracts, and for ensuring that each of its suppliers comply with the requirements set forth as required herein. Seller shall remain fully liable to Buyer for, and shall be Buyer's sole point of contact for, all aspects of proper performance of the Contract, regardless of: (i) any subcontracting; (ii) Buyer approval of the subcontractors; or (iii) Seller's failure to provide for provisions in the relevant subcontracts that comply in substance with the requirements set forth herein.

Q. INSURANCE

- (a) SELLER and its subcontractors shall maintain for the performance of this Contract the following insurances:
- (1) Workers' compensation insurance meeting the statutory requirements where Work will be performed;
 - (2) Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease;
 - (3) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually; and
 - (4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit.

(b) SELLER shall provide AIR METHODS written notice in accordance with policy terms of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall have its' insurers name AIR METHODS as an additional insured on the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of AIR METHODS and is not contributory with any insurance which AIR METHODS may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

R. PARTS OBSOLESCENCE

AIR METHODS may desire to place additional orders for Work purchased hereunder. SELLER shall provide AIR METHODS with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Contract or as soon as reasonably possible after SELLER becomes aware of any applicable part obsolescence.

S. PRIORITY RATING

If this Contract contains a DPAS rating, this Contract is a "rated order" certified for national defense, emergency preparedness, and energy program use, and SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

T. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of AIR METHODS. SELLER shall not use "Air Methods," "Air Methods Corporation," "Lockheed Martin," "Lockheed Martin Corporation," "Sikorsky," "Sikorsky Aircraft Corporation," or any other trademark or logo owned by either AIR METHODS or SIKORSKY, in whatever shape or form, without the prior written consent of AIR METHODS and/or SIKORSKY respectively.

U. RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for four (4) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to the US Government and/or AIR METHODS upon request. However, if an inspection of any proprietary information of SELLER is required, including but not

limited to financial records, only the U.S. Government shall have access to such records of SELLER.

V. TIMELY PERFORMANCE

- (a) SELLER's timely performance is a critical element of this Contract.
- (b) Unless advance shipment has been authorized in writing by AIR METHODS, AIR METHODS may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- (c) SELLER shall provide AIR METHODS status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify AIR METHODS, in writing, giving pertinent details. These notifications shall not change any delivery schedule.
- (d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by AIR METHODS.

W. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)

- (a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).
- (b) SELLER shall disclose to AIR METHODS in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain AIR METHODS' prior written consent before using or delivering such FLOSS in connection with this Contract. AIR METHODS may withhold such consent in its sole discretion.
- (c) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."
- (d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates AIR METHODS to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.
- (e) SELLER shall defend, indemnify, and hold harmless BUYER, BUYER's Customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

X. USE OF DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE

- (a) This clause applies only to technical data or computer software delivered by SELLER to AIR METHODS under this Contract.

(b) As used in this clause "Nonconforming Marking" means any confidential, proprietary, or other restrictive-use markings that are not expressly permitted by applicable FAR, DFARS, NASA FAR Supplement or other applicable U.S. Government agency acquisition clauses incorporated into this Contract. SELLER shall not deliver technical data or computer software that contains Nonconforming Markings. On behalf of the Government, AIR METHODS may notify SELLER of such a Nonconforming Marking. If SELLER fails to remove or correct such marking within sixty (60) days after such notification, AIR METHODS may, notwithstanding any other provision of this Contract, ignore or, at SELLER's expense, remove or obliterate any such Nonconforming Marking as may be on technical data or computer software delivered by SELLER.

II. INCORPORATION OF FAR AND DFARS CLAUSES

A. INTRODUCTION

The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Contract.

The Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants SELLER a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Contract. SELLER shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and FAR Supplement clauses included in this Contract.

Except as provided herein, no provision of this Contract shall be construed to grant Air Methods audit rights or access to SELLER'S proprietary information. Audit rights are reserved solely to representatives of BUYER's Customer and/or the U.S. Government. This restriction applies even if "Notes" cited under any given provision would otherwise grant such access or audit rights.

B. GOVERNMENT SUBCONTRACT

(a) This Contract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the FAR and DFARS clauses referenced below and otherwise in this Contract:

1. "Commercial Item" means a commercial item as defined in FAR 2.101.
2. "Commercially available off-the-shelf (COTS) item" means a COTS item as defined in FAR 2.101
3. "Contract" means this contract between AIR METHODS and the party identified on the face of this Contract with AIR METHODS, acting as a subcontractor to AIR METHODS.
4. "Contracting Officer" shall mean the U.S. Government Contracting Officer for SIKORSKY'S government prime contract under which this Contract is entered (under which Air Methods has a first-tier subcontract).
5. "Contractor" and "Offeror" means the SELLER, which is the party identified on the face of the Contract with whom AIR METHODS is contracting, acting as the subcontractor to AIR METHODS.
6. "Prime Contract" means the contract between SIKORSKY and the U.S. Government or between SIKORSKY and its higher-tier contractor who has a contract with the U.S. Government.
7. "Subcontract" means any contract placed by SELLER or lower-tier subcontractors under this Contract.

C. NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

1. Substitute "AIR METHODS" for "Government" or "United States" throughout this clause.
2. Substitute "AIR METHODS Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and AIR METHODS" after "Government" throughout this clause.
4. Insert "or AIR METHODS" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to SELLER to/from the Contracting Officer shall be through AIR METHODS and SIKORSKY.
6. Insert "and AIR METHODS" after "Contracting Officer", throughout the clause.
7. Insert "or AIR METHODS PROCUREMENT REPRESENTATIVE" after "Contracting Officer", throughout the clause.
8. If SELLER is an international contractor, this clause applies to this Contract only if Work under the Contract will be performed in the United States or Contractor is recruiting employees in the United States to Work on the Contract.

See also the clause of this document regarding communications between SELLER and BUYER's CUSTOMERS.

D. AMENDMENTS REQUIRED BY PRIME CONTRACT

SELLER agrees that upon the request of AIR METHODS it will negotiate in good faith with AIR METHODS amendments to this Contract to incorporate additional provisions herein or to change provisions hereof, as AIR METHODS may reasonably deem necessary to comply with the provisions of the applicable Prime Contract (or AIR METHODS first-tier subcontract with SIKORSKY) or with the provisions of amendments to such Prime Contract (or AIR METHODS' subcontract with SIKORSKY). If any such amendment to this Contract causes increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Contract, an equitable adjustment shall be made pursuant to the "Changes" clause of this Contract.

E. PRESERVATION OF BUYER'S CUSTOMER'S RIGHTS

If AIR METHODS furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information (Furnished Items) which SIKORSKY or the U. S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that AIR METHODS, acting on its own behalf, may modify or limit any rights SIKORSKY or the Government may have to authorize SELLER's use of such Furnished Items in support of other U. S. Government prime contracts.

F. PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE

The following FAR clauses apply to this Contract:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.808 on the date of award of this Contract).

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 3.1004(a) on the date of this Contract and has a period of performance of more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause.)

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020) (Applies if this Contract exceeds threshold specified in FAR 3.1004(b)(1) on the date of award of this Contract. Contact the AIR METHODS Procurement Representative for the location where posters may be contained if not indicated elsewhere in the Contract. Note 8 applies.)

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in effect on the date of award of this Contract.)

FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applies unless SELLER is furnishing commercially available off-the-shelf items.)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018) (SELLER shall provide AIR METHODS copies of any reports provided under this clause which relate to the performance of this Contract.)

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT ((AUG 2020) (Note 4 applies in paragraph (b). Reports required by this clause will be made to AIR METHODS.)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applies if this Contract exceeds the threshold specified in FAR 9.405-2(b) on the date of award of this Contract except does not apply if this Contract is for commercial off the shelf items. Copies of notices provided by SELLER to the Contracting Officer shall be provided to AIR METHODS.)

FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.215-2 AUDIT AND RECORDS-NEGOTIATION (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold in effect at the time of award of this Contract and if: (1) SELLER is required to furnish cost or pricing data, or (2) the Contract requires SELLER to furnish cost, funding, or performance reports, or (3) this is an incentive or redeterminable type contract. Note 3 applies, however any audit rights of financial books and records are reserved to the Government or to an independent third party agreed upon by the Parties. Alternate II applies if SELLER is an educational or non-profit institution.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means " AIR METHODS" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means " AIR METHODS" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Applies if this Contract

exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-14 INTEGRITY OF UNIT PRICES (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold. Delete paragraph (b) of the clause.)

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) (Applies if this Contract meets the applicability requirements of FAR 15.408(g). Note 5 applies.)

FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER proposed facilities capital cost of money in its offer.)

FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (Applies only if this Contract is subject to the Cost Principles at FAR Subpart 31.2 and SELLER did not propose facilities capital cost of money in its offer.)

FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (Applicable if this Contract meets the applicability requirements of FAR 15.408(j). Note 5 applies.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (JUN 2020) (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (JUN 2020) Applies if this is a cost-reimbursement subcontract in excess of the simplified acquisition threshold, except if the prime contract to which this contract relates is with DoD, then the clause applies to both cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4. Notes 4 and 6 applies, however note 6 does not apply to subparagraph (e).)

FAR 52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997) (Note: "Contracting Officer" and "Government" means "Buyer." In paragraph (e) "1 year" is changed to "six months.")

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (Note 8 applies.)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) (Applies if this Contract exceeds the threshold at FAR 19.702(a) except the clause does not apply if SELLER is a small business concern. Note 2 is applicable to paragraph only. SELLER's subcontracting plan is incorporated herein by reference. Note 8 applies.)

FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (MAY 2018) (Applies if the Contract may require or involve the employment of laborers and mechanics. Note 8 applies.) FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applies if this Contract is valued at or above the threshold specified in FAR 22.1303(a) on the date of this Contract. Note 8 applies.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 2020) (Applies if this contract exceeds the threshold specified in FAR 22.1408(a) on the date of award of this Contract. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applies if this Contract includes FAR 52.222-35)

FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applies if this Contract exceeds \$10,000. Note 8 applies.)

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020) (Note 2 applies. In paragraph (e) Note 3 applies.)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020) (Applies if this Contract exceed the micro-purchase threshold as defined in FAR 2-101 on the date of award of this Contract. Note 8 applies.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020) (Applies only if the Prime Contract contains this clause.)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold. Notes 2 and 4 apply.)

FAR 52.227-9 REFUND OF ROYALTIES (APR 1984) (Applies when reported royalty exceeds \$250. Note 1 applies except for the first two times "Government" appears in paragraph (d). Note 2 applies.)

FAR 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applies if this Contract includes, at any tier, experimental, developmental, or research Work and SELLER is a small business concern or domestic nonprofit organization. Reports required by this clause shall be filed with the agency identified in this Contract. If no agency is identified, contact the AIR METHODS Procurement Representative identified on the face of this Contract. FAR 52.227-13 applies in lieu of this clause if SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government.)

FAR 52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applies if this Contract is for experimental, developmental or research work and SELLER is not located in the United States or does not have a place of business located in the United States or is subject to the control of a foreign government. Paragraph (g) is deleted. If not otherwise included in this Contract, the name and address of the contracting officer may be obtained from AIR METHODS' authorized representative.)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020) (Applies only when referenced in this Contract that full CAS coverage applies. "United States" means "United States or AIR METHODS." Change reference to 41 USC Chapter 71 in paragraph (b) to reference the Disputes provision of the Subcontract.)

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020) (Applies only when referenced in this Contract that modified CAS coverage applies. "United States" means "United States or AIR METHODS." Change reference to 41 USC Chapter 71 in paragraph (b) to reference the Disputes provision of the Subcontract.)

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) (Applies if FAR 52.230-2, FAR 52.230-3, FAR 52.230-4 or FAR 52.230-5 applies.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) (Note: "Government" means "Buyer" or "Air Methods")

FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) (In the event the Government or SIKORSKY has directed AIR METHODS to stop performance of the Work under the Prime Contract or first-tier Subcontract is issued pursuant to FAR 33.1, AIR METHODS may, by written order to SELLER, direct SELLER to stop performance of the Work called for by this Contract. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from AIR METHODS".)

FAR 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (SEP 2016) (Notes 1 and 2 apply.)

FAR 52.242-13 BANKRUPTCY (JUL 1995) (Notes 1 and 2 apply.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply.)

FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) (Notes 1 and 2 apply. Alternate I applies if this Contract is for services. Alternate II applies if this contract is for supplies and services.)

FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) (Applies if the Prime Contract requires Change Order Accounting. Note 2 applies.)

FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)

FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017) ("Contracting Officer" means "AIR METHODS" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes AIR METHODS. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "AIR METHODS" and except in paragraphs (d)(2) and (g). The following is added as paragraph (n) "SELLER shall provide to AIR METHODS immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required.")

FAR 52.245-9 USE AND CHARGES (APR 2012) (Note: Communications with the Government or BUYER's CUSTOMERS through this clause will be made through Air Methods).

FAR 52.246-2 INSPECTION OF SUPPLIES - FIXED PRICE (AUG 1996) (Note 2 applies. Note 3 applies, except in paragraph (b) the second time "Government" appears; (f), (h), (j), and (l) where Note 1 applies.)

FAR 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

FAR 52.246-26 REPORTING OF NONCONFORMING ITEMS (JUN 2020) Applies if this Contract is for the items listed in paragraph (g) of the clause. Copies of reports provided under this clause shall be provided to AIR METHODS as well as the Contracting Officer. SELLER shall notify AIR METHODS when it issues a GIDEP report pursuant to this clause.

FAR 52.248-1 VALUE ENGINEERING (JUN 2020) (Applies if this Contract exceeds the simplified acquisition threshold, as defined in FAR 2.101 on the date of award of this Contract. Note 1 applies, except in paragraphs (c)(5), where Note 3 applies and except in (b)(3) where Note 4 applies, and where "Government" precedes "cost" throughout. Note 2 applies. In paragraph (m) "Government is unchanged." Also, "Government" does not mean "AIR METHODS" in the phrase "Government costs.")

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Notes 1 and 2 apply. Note 4 applies to the first time "Government" appears in paragraphs (b)(4) and (b)(6), it applies to all of paragraph (b)(8) and it applies to the second time "Government" appears in paragraph (d). In paragraph (n) "Government" means "AIR METHODS, SIKORSKY and the Government." In paragraph (c) "120 days" is changed to "90 days." In paragraph (d) "15 days" is changed to "30 days," and "45 days" is changed to "60 days." In paragraph (e) "1 year" is changed to "6 months." with respect to paragraph (j), AIR METHODS agrees to sponsor any appeal pursuant to this subcontract to SIKORSKY under its prime contract Disputes provision on SELLER's behalf if so reasonably requested. Paragraph (j) is deleted. In paragraph (l) "90 days" is changed to "60 days." Settlements and payments under this clause may be subject to the approval of the Contracting Officer.)

FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Notes 1 and 2 apply, except Note 1 is not applicable to paragraph (c). Note 4 applies to the second and third time "Government" appears in paragraph (e). Timely performance is a material element of this Contract.)

G. PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) INCORPORATED BY REFERENCE

The following DFARS clauses apply to this Contract:

DFARS 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES (DEC 2008) (Applies if this Contract exceeds the simplified acquisition threshold. The terms "contract," "contractor," and "subcontract" shall not change in meaning in paragraphs (a) and (d). Delete paragraph (g). In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to AIR METHODS not the Government. In paragraph (f), note 5 applies.)

DFARS 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

DFARS 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (Applies when FAR 52.203-13 applies to this Contract.)

DFARS 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (AUG 2019) (Applies in lieu of FAR 52.203-14. Applies if this Contract exceeds the threshold at DFARS 203.1004(b)(2)(ii)).

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016) Note: In paragraph (b) "Contracting Officer" means "Buyer" and "10 days" means "20 days."

DFARS 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) (Applies if this Contract is for operationally critical support or for which performance will involve covered defense information. SELLER shall furnish AIR METHODS copies of notices provided to the Contracting Officer at the time such notices are sent if SELLER reasonably determines the incident concerns this Contract. SELLER shall also furnish AIR METHODS copies of any reports if SELLER reasonably determines the incident concerns this Contract. Otherwise, SELLER shall furnish the incident report number assigned to any incident reported by SELLER or SELLER's lower tier suppliers.)

DFARS 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019) (Copies of reports provided by SELLER under this clause will be provided to AIR METHODS.)

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applies if this Contract requires the Work to contain unique item identification." Items subject to unique item identification are identified elsewhere in this Contract. All reports required to be submitted under this clause shall be submitted to AIR METHODS. "Government" means " AIR METHODS" except in the definition of "issuing agency" in paragraph (a).)

DFARS 252.211-7007 REPORTING OF GOVERNMENT FURNISHED PROPERTY (AUG 2012) (Note: Applies if SELLER will be in possession of Government Furnished Property).

DFARS 252.215-7008 ONLY ONE OFFER (JUL 2019) (Applies if this subcontract exceeds the simplified acquisition threshold.)

DFARS 252.215-7010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND OTHER DATA THAN CERTIFIED COST OR PRICING DATA (JUL 2019) This clause applies in lieu of FAR 52.215-20. Contracting Officer means "AIR METHODS" Paragraph (b)(ii)(E) is deleted.

DFARS 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) - BASIC (DEC 2019) (Applies if FAR 52.219-9 applies to this Contract.)

DFARS 252.222-7006 RESTRICTION ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (The certification in paragraph (b)(2) applies to both SELLER in its own capacity and to SELLER's covered subcontractors.)

DFARS 252.223-7001 HAZARD WARNING LABELS (DEC 1991) (Applies if this Contract requires the delivery of hazardous materials.)

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2017) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF CERTAIN ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (DEC 2018) Applies if this contract is for an item on the United States Munitions List or the 600 series of the Commerce Control List.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (DEC 2019) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

DFARS 252.225-7013 DUTY-FREE ENTRY (APR 2020) (Notes 1 and 2 apply in subparagraph (c). Applies in lieu of FAR 52- 225- 8. The prime contract number and identity of the Contracting Officer are contained elsewhere in this contract. If this information is not available, contact AIR METHODS' Procurement Representative.)

DFARS 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011) (Applies if Work supplied under this Contract contains ball or roller bearings. Note 1 applies to subparagraph (a) (2).)

DFARS 252.225-7021 TRADE AGREEMENTS (SEP 2019) (Applies if the Work contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5.)

DFARS 252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS (DEC 2009) (Note: Applies only if the work under this Agreement contains forging items described by the clause).

DFARS 252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

DFARS 252.225-7052 RESTRICTION ON THE ACQUISITION OF CERTAIN MAGNETS, TANTALIM, AND TUNGSTEN (OCT 2020) (Applies except where an exception in paragraph (c) applies.)

DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (Applies if this Contract exceeds \$500,000. Note 2 applies to paragraph (c) the first time "Contracting Officer" appears. In subparagraph (f)(1) "Contractor" shall mean "AIR METHODS." AIR METHODS shall have no liability to SELLER for any incentive payment under this clause unless and until the Government provides said incentive payment to AIR METHODS.)

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (FEB 2014) (Applies in lieu of FAR 52.227-14.)
[Note: Unless the contractor has properly identified data with restricted rights in accordance with the DFARS, including providing to BUYER an "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data," the contractor shall not deliver data with restrictive markings unless done in accordance with this clause.]

DFARS 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014) (Applies in lieu of FAR 52.227-14.)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011) (Note: "Offeror" means "SELLER." Contracting Officer" means "BUYER or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2016)

DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (For paragraph (c)(1), note 3 applies.)

DFARS 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies.)

DFARS 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988) (Note 1 applies to the first sentence.)

DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (The definitions for "contract" and "subcontract" shall not apply herein, except for the first reference to contract. Note 4 applies.)

DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000) (Notes 1 and 2 apply to (a); Note 4 applies to (b).)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) (Applies if (1) SELLER is not small business or nonprofit organization subject to FAR 52.227-11, and (2) the Contract is for experimental, developmental, or research work.)

DFARS 252.228-7005 MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019) (In paragraph (a) note 5 applies. In paragraph (b) note 3 applies.) DFARS 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

DFARS 252.234-7004 COST AND SOFTWARE DATA REPORTING SYSTEM ALT 1 (NOV 2014) (Note: In paragraph (b), "Government" means Buyer. Also, this clause only applies if it exceeds the prescriptive threshold.)

DFARS 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Applies if this is a fixed price contract). DFARS 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020)

DFARS 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (Note: "Government" means "BUYER.")

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) (Note: "Contracting Officer" means "BUYER.")

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) (Note: Applies if this contract requires delivery of items indirectly to the Government.)

DFARS 252.246-7001 WARRANTY OF DATA – BASIC (DEC 1991) (Note: "Government" means "Buyer or the Government." "Contracting Officer" means "Buyer." The last sentence in paragraph (b) is changed to read as follows: The warranty period shall extend for three years after completion of delivery of the data to Buyer, or if the data is delivered to the Government, either by Buyer or Seller, the warranty period shall extend for three years after delivery to the Government.")

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) (Applies if this contract is for electronic parts or assemblies containing electronic parts, unless SELLER is the original manufacturer. Note 1 applies except in paragraph (d). Note 2 applies.

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (FEB 2019) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below the simplified acquisition threshold. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (JUN 2020) (Applies if this Contract is equal or exceeds the threshold specified in DFARS 249.7003(c)(2)(i) and 249.7003(c)(2)(ii)). Note 2 applies. Delete paragraph (d)(1) and the first five words of paragraph (d)(2).)

H. CERTIFICATIONS AND REPRESENTATIONS

(a) SELLER acknowledges that AIR METHODS will rely upon SELLER certifications and representations, including representations as to business size and socio-economic status as applicable, contained in this clause and in any written offer, proposal or quote, or company profile submission, which results in award of a contract to SELLER. By entering into such contract, SELLER republishes the certifications and representations submitted with its written offer, including

company profile information, and oral offers/quotations made at the request of AIR METHODS, and SELLER makes those certifications and representations set forth below. SELLER shall immediately notify AIR METHODS of any change of status regarding any certification or representation.

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Applicable to solicitations and contracts the threshold specified in FAR 3.808 on the date of subcontract award)

Definitions. As used in this provision--

"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8).

The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

Certification. SELLER hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, SELLER shall complete and submit, with its offer, to AIR METHODS OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. SELLER need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

1. *FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS*

(a)(1) SELLER certifies, to the best of its knowledge and belief, that--

(i) SELLER and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) SELLER has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment; and similar positions).

(b) SELLER shall provide immediate written notice to AIR METHODS if, at any time prior to contract award, SELLER learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of

an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that SELLER knowingly rendered an erroneous certification, in addition to other remedies available, AIR METHODS may terminate this contract for default.

2. *FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS*

(a) SELLER represents that if SELLER has participated in a previous contract or subcontract subject to the Equal Opportunity clause (FAR 52.222-26): (1) SELLER has filed all required compliance reports and (2) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

3. *FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE*

(a) SELLER represents: (1) that SELLER has developed and has on file at each establishment, Affirmative Action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (2) that in the event such a program does not presently exist, SELLER will develop and place in operation such a written Affirmative Action Compliance Program within one-hundred twenty (120) days from the award of this Contract.

(b) Paragraph (a) applies only to the extent (1) SELLER performs work in the United States, or (2) recruits employees in the United States to Work on this Contract.

III. SPECIAL CLAUSES

A. LIST OF SPECIAL MYX CONTRACT REQUIREMENTS

MYX Clause #	Description	Rev Date
H-1	CLASS II ECPS	See below
H-3	FEDERAL AVIATION ADMINISTRATION CRITICAL SAFETY ITEM IDENTIFICATION	See below
H-7	MARKING OF GOVERNMENT FURNISHED MATERIAL FOR FOREIGN MILITARY SALES AIRCRAFT	See below
H-21	DISCLOSURE OF INFORMATION: CUI	See below
H-36	COMMINGLED PARTS	See below
H-41	DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION	(MAR 2016)

B. H-1 CLASS II ECPS

This paragraph does not limit the Government's right to process changes to the contract in accordance with FAR 52.243-1 (Aug 1987), "Changes- Fixed Price". The Contractor shall not incorporate Class II ECPs without concurrence in classification by the DCMA, and BUYER. The Contractor shall not incorporate Class II changes affecting the items listed below without approval by the Buyer:

- a. Critical Characteristics of CSIs/Flight Safety Parts
- b. GFM Hardware
- c. Configuration Item Interfaces
- C. H-3 FEDERAL AVIATION ADMINISTRATION CRITICAL SAFETY ITEM (CSI) IDENTIFICATION

The Contractor shall identify any CSI that has been independently certified by the FAA that required an airworthiness approval tag (FAA Form 8130-3), and shall provide a copy of such FAA Form 8130-3 to the Government upon delivery of the part.

D. H-7 MARKING OF GOVERNMENT FURNISHED MATERIAL FOR FOREIGN MILITARY SALES AIRCRAFT

Government Furnished Material (GFM) provided to the Contractor for incorporation in FMS A/C will contain a "Mark For" in the shipping address to indicate the specific FMS case for which the GFM is being provided. Unless otherwise authorized by the Buyer or Contracting Officer, the Contractor shall ensure that the GFM is utilized for the specific FMS case indicated with no exceptions.

E. H-21 DISCLOSURE OF INFORMATION: CONTROLLED UNCLASSIFIED INFORMATION (CUI)

The Contractor shall not release any unclassified information to foreign governments or international organizations, regardless of medium (e.g., film, tape, and document), pertaining to any part of this contract or any program related to this contract to anyone outside the Contractor's organization, unless:

- a. Approval for release through the ITAR process in accordance with 22CFR125.2 is obtained; or
- b. Contracting Officer approval in writing is obtained; or
- c. The information is otherwise in the public domain before the date of release.

The Contractor's organization shall include lower-tier subcontractors under this contract.

The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through BUYER, and in turn, through the prime Contractor (SIKORSKY) to the Contracting Officer.

Pursuant to DFARS 252.204-7000, Disclosure of Information, this provision constitutes prior Contracting Officer's written approval to release CUI (1) directly related to the performance of the contract to subcontractors requiring such information provided that the Contractor has ensured that the requirements cited in paragraphs a or c above are met, and (2) to Government auditors or other Government personnel acting in their official capacity.

F. H-36 COMMINGLED PARTS

The commingling of domestic and non-domestic ball and roller bearings and CSIs under this contract is prohibited.

Pursuant to DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings, only domestic (i.e., U.S. or Canadian manufactured) ball and roller bearings may be delivered under the contract. Accordingly, the Contractor shall ensure that domestic and non-domestic ball and roller bearings are not commingled in inventory and that the parts

delivered under this contract are those from qualified country sources.

In accordance with Critical Safety Item (CSI) Program, the Contractor shall institute a process to provide oversight of the CSI program that complies with the contract requirements, including any requirements contained in the Statement of Work (SOW). CSIs shall be manufactured with strict control of each individual manufacturing operation throughout the manufacturing process. As such, the Contractor shall ensure compliance with any frozen planning requirements contained in the contract, the specifications, or the SOW, and shall not engage in the commingling of CSIs from qualified and non-qualified suppliers.

G. H-41 DFARS 252.211-7003 ITEM IDENTIFICATION AND VALUATION (MAR 2016)

Relative to the requirements set forth in the clause of this contract DFARS 252.211-7003 Item Identification and Valuation, the Contractor shall provide a Unique Item Identifier (UII) for applicable parts identified by BUYER or BUYER's CUSTOMERS. The Contractor shall report acquisition cost information only on end item costs, and not on each reportable line item, subline item, or exhibit line item. For items requiring a UII that are identified as newly marked, Unique Identification requirements shall not apply to existing in-stock, on-order, in-process, rotatable or repairable pool items prior to the release date of the engineering change that added the component UII requirement. Engineering drawing changes incorporating UII marking will be treated as Class II changes with effectivities that are not time or A/C tail number specific, or soft effectivities if they do not effect form, fit or function.