

Date: 11 January 2018  
To: Thai Aviation Services Limited  
Attention: Daryl Dixon  
Regarding: AOG Local Fabrication - 76202-77011-101  
Technical Case #: C0078780

Daryl Dixon,

Thai Aviation Services Limited has requested that Sikorsky authorize Thai Aviation Services Limited to fabricate Part Number 76202-77011-101. Thai Aviation Services Limited recognizes and agrees that Sikorsky is under no obligation to provide such authorization. Recognizing the urgency of Thai Aviation Services Limited's requirement, Sikorsky authorizes Thai Aviation Services Limited, as a 14 CFR Part 145 facility, an allowance for the one time fabrication of Part Number 76202-77011-101 for aircraft serial number 761064. This part is to be fabricated with strict adherence to the provided Sikorsky Instructions. Per regulation the completed part must be inspected and signed off by the appropriate local authority.

In support of such authorization, Sikorsky will provide Thai Aviation Services Limited certain intellectual property assets as listed in Attachment 1 to support the one time fabrication of Part Number 76202-77011-101 ("Sikorsky Intellectual Property Assets"). Sikorsky shall retain all title, rights and interests in the Sikorsky Intellectual Property Assets that are the subject of this letter.

Sikorsky hereby grants to Thai Aviation Services Limited a non-exclusive, revocable, non-assignable (in whole or in part), non-transferable, right and license to use the Sikorsky Intellectual Property Assets for the one time fabrication of Part Number 76202-77011-101 for aircraft serial number 761064.

Thai Aviation Services Limited shall not: (i) distribute or disclose any Sikorsky Intellectual Property Assets to any third party; (ii) disassemble, decompile, or reverse engineer the Sikorsky Intellectual Property Assets; (iii) reconfigure, transfer or activate the Sikorsky Intellectual Property Assets without the express permission of Sikorsky; (iv) modify, translate or otherwise create derivative works of the Sikorsky Intellectual Property Assets except as permitted by this letter; (v) allow the removal, alteration, covering or obscuring of any notice or mark that appears on the Sikorsky Intellectual Property Assets on any copies or media; or (vi) allow or assist any other person in any of the foregoing acts.

Thai Aviation Services Limited's right and license to use the Sikorsky Intellectual Property Assets expires thirty (30) days from the date of this letter. Upon expiration, the rights and licenses granted to Thai Aviation Services Limited under this letter shall immediately cease. Within thirty (30) days of expiration, Thai Aviation Services Limited shall promptly destroy all



hard copies of all Sikorsky Intellectual Property Assets and all copies, reproductions, summaries, analyses or extracts thereof or based thereon in Thai Aviation Services Limited's possession or in the possession of any representative of Thai Aviation Services Limited. For all electronic copies of Sikorsky Intellectual Property (in any form of intangible media, such as electronic mail or computer files), Thai Aviation Services Limited shall promptly destroy all Sikorsky Intellectual Property Assets and all copies, reproductions, summaries, analyses or extracts thereof or based thereon in Thai Aviation Services Limited's possession or in the possession of any representative of the Thai Aviation Services Limited. Any such destruction shall be certified by a duly authorized representative of Thai Aviation Services Limited and such certification provided promptly to Sikorsky.

Sikorsky does not extend or grant any warranty of any nature by implication or otherwise to the documents or to any data and information furnished hereunder. Sikorsky hereby disclaims, to the maximum extent permitted by law, all warranties and representations, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

Thai Aviation Services Limited shall have no recourse against Sikorsky, any of its parent companies, any of their subsidiaries, or their directors, officers, agents, or employees, whether by way of rescission, set-off, or any other suit or action whatsoever, for any loss, liability, damage or cost, which may at any time be suffered or incurred by Thai Aviation Services Limited by reason of the exercise of any of the rights or licenses to Sikorsky Intellectual Property Assets granted to Thai Aviation Services Limited hereunder, whether or not on Sikorsky's behalf, or by reason of the institution, prosecution or defense of any such suit, or on account of proceedings concerning any rights licensed hereunder.

In no event shall Sikorsky be liable to Thai Aviation Services Limited for any indirect, special, exemplary, incidental, or consequential damages arising out of or in connection with this letter, including but not limited to the Sikorsky Intellectual Property Assets that are the subject matter of this letter, whether or not occasioned in whole or in part by the fault or negligence of Sikorsky. Nor shall Sikorsky be liable for any damages of any kind which in the aggregate are in excess of the amounts paid to Sikorsky under this letter. This limitation of liability represents a bargained-for allocation of risk between the parties and is an essential condition of the above license.

Thai Aviation Services Limited shall indemnify and hold Sikorsky, its parent companies, any and all of their subsidiaries, directors, officers, agents, or employees harmless from all liabilities, demands, damages, expenses (including attorney's fees and costs), or losses to or of Thai Aviation Services Limited, any vendor, contractor, customer, transferee or other parties, arising out of or in connection with the use of Sikorsky Intellectual Property Assets, and which may be occasioned in whole or in part by the fault or negligence of Sikorsky.



The information which the parties may wish to disclose pursuant to this letter may be subject to the provisions of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations promulgated thereunder (15 CFR 768-799), the Arms Export Control Act (22 USC 2778) and the International Traffic in Arms Regulations (22 CFR 120-128 and 130). The parties acknowledge that these statutes and regulations impose restrictions on: (a) the import, export and transfer of certain categories of data to foreign countries; and (b) the disclosure of certain categories of data to foreign nationals in the U.S. or abroad. Each party has the responsibility to comply with the requirements of these statutes and regulations in connection with the disclosure, import, export or transfer of such categories of data.

During the term of this letter and for as long after expiration or termination as Thai Aviation Services Limited is in possession of Sikorsky Intellectual Property Assets, Sikorsky shall have the right to audit, without unreasonable disruption to Thai Aviation Services Limited, Thai Aviation Services Limited's books and records with regard to Thai Aviation Services Limited's use of Sikorsky Intellectual Property Assets.

Should you have any questions with regard to the above, please do not hesitate to contact Megan Behan via phone at 203-360-4064 or via email at [Megan.C.Behan@lmco.com](mailto:Megan.C.Behan@lmco.com).

Regards,

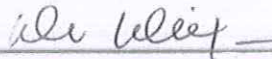


Megan Behan  
Sikorsky Aircraft Corporation

Attachments (1)

ACKNOWLEDGED & AGREED:

DATE:



JAN 15/18.

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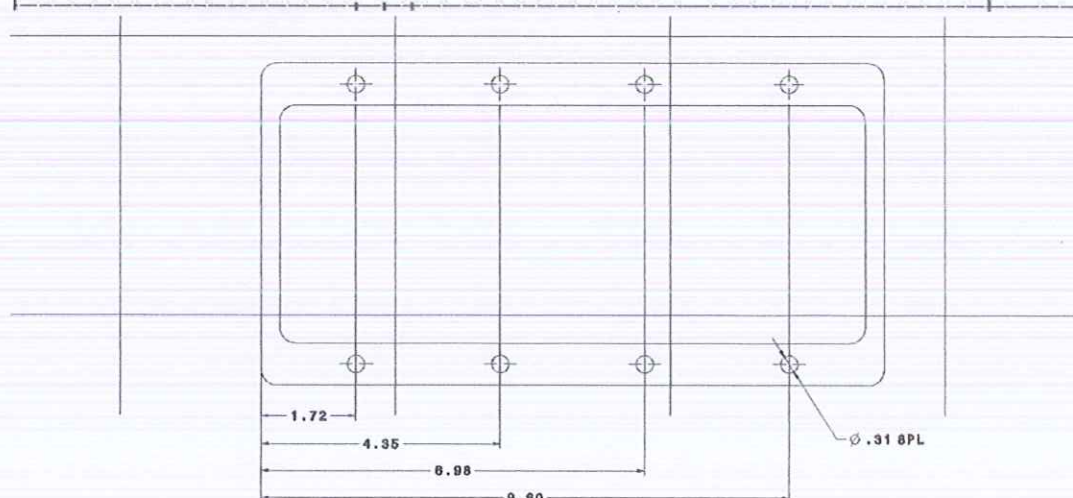
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Date: 15 January 2018  
Technical Case #: C0078780 Attachment 1

PART NUMBER	C	C	NOMENCLATURE	
NO MATERIAL DESC	D	D	MATERIAL SPEC	
	1	2	MAKE FROM PN	
76202-77011-101	R	D	GASKET	78286
01 FOAM			ASTM-D-1056-2B1	00.3100
***** 3D PART GEOMETRY			*****	



-101 15H  
1

**BOND FOAM GASKET -101 TO INSIDE VERTICAL SURFACES OF THE TROUGH AND TO UPPER SIDE OF THE 76209-77002-107 AND 76209-77012-110, USING DAPCO 3300**

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