

SERVICES, OVERHAULS, AND MODIFICATIONS
GENERAL CONDITIONS OF SALES
ROCKWELL COLLINS FRANCE,
A PART OF COLLINS AEROSPACE

1. GENERAL CLAUSE

The following General Conditions of Services, overhauls, and modifications (hereinafter referred to as "GCSOM") and the Particular Conditions of Services (hereinafter referred to as "PCS") shall apply between Rockwell Collins France S.A.S., a part of RCF (hereinafter referred to as "RCF") and a Buyer of all Services, overhauls, and modifications (herein referred to as "Service") performed by RCF, unless otherwise agreed in writing.

All RCF's Services, overhauls, and modifications are subject to the GCSOM which prevail on any general or particular conditions of Service or any other general or specific terms unless RCF has expressly accepted these terms in writing before the service is performed.

2. EFFECTIVITY OF THE ORDER

The purchase order will only be considered effective after written approval by RCF. The terms of this approval shall constitute the Particular Conditions of Services as the case may be. The order cannot be assigned without RCF's consent.

3. DELIVERY

Unless otherwise specified, Buyer shall deliver any material returned for maintenance to RCF designated service facility on Delivery at place (DAP) RCF facility as specified by Incoterms 2020. Delivery of serviced material will be made FCA (Incoterms 2020) the place or location of RCF's service facility. The delivery will be made in accordance with the quoted delivery schedule except in case of delay for reasons beyond RCF's control or in case of force majeure. Further, subject to Buyer failing to make payment, complete Buyer inspection, complete Buyer pickup, accept, or take delivery of their serviced equipment within sixty (60) days of service completion date is subject to a quotation subject to storage fee as described in the quotation. Each subsequent thirty (30) day period is subject to an additional storage fee as described in the quotation Partial deliveries are acceptable.

4. EXCUSABLE DELAY - FORCE MAJEURE

RCF shall not be liable for default or for delay in deliveries due to causes beyond its control and without its fault or negligence, including but not limited to inability to obtain material, labor or manufacturing facilities, acts of God, or of the public enemy, any preference, priority or allocation order issued by the Government (such as delays attributable to the application of the US Government Defense Priorities and Allocations System (DPAS)), changes in applicable law, or any other act of Government in particular Government decisions not to grant or renew or to delay, to cancel any export license or authorization, fires, floods, unusually severe weather, epidemics, pandemics quarantine restrictions, strikes, freight embargoes, delays resulting from shortage of any raw material or material shortages, delays of RCF's suppliers, or Customer Furnished items, riot, war, invasion, special military operations, sanctions, acts of terrorism or any other event which constitutes a superior force. In the event of such delay, delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. RCF shall use its reasonable efforts to remove the cause of delay and resume work as soon as possible and to mitigate delivery schedule delay. In no event shall RCF be liable for any damages, nor shall the Buyer be entitled to stop or reduce payments or to cancel any current order. RCF reserves the right to provide, at no change in price, a substitute product of equal or better capability provided however that such substitute product maintains the form, fit and functionality of the original Products ordered.

5. SHIPMENT

In the absence of specific instructions RCF will select the carrier to whom delivery will be made for shipment to Buyer. All responsibility

for RCF for the material ceases upon delivery to the carrier. All claims to the carrier for material damaged or lost in transit must be made by the Buyer.

6. ACCEPTANCE BY THE BUYER

Without prejudice to rights against the carrier, the Buyer shall notify RCF in writing of any defect or non-conformity of the delivered material return by the Buyer after the realization of the Service with the dispatch note within five (5) calendar days after the delivery of the serviced material. The Buyer shall provide reasonable details in writing such defect or non-conformity and RCF shall be free to control and/or to fix such defect or non-conformity. In case no official remarks have been received from Buyer within such five (5) calendar days, the serviced material shall be deemed accepted by the Buyer. The Buyer shall not by himself or through any third-party remedy such defect.

Unless otherwise agreed, RCF shall only repair the serviced material and shall not be responsible for installation.

7. PRICES

Unless otherwise specified, the prices listed on any RCF proposal or tariff are fixed and firm in Euros, excluding taxes. Their nature and their amount are specified in the PCS.

8. TAXES, CUSTOMS, DUTIES

8.1 For the purposes of these GCSOM, taxes shall include, but not be limited to, sales taxes; use taxes; withholding taxes; value added taxes; goods and services taxes; stamp taxes; excise taxes; gross receipts taxes; profits taxes; turnover taxes; port dues; import, export and custom duties; and any related penalties and interest or other similar taxes ("Taxes").

8.2. All prices stated in these GCSOM shall be exclusive of Taxes.

8.3. Buyer shall pay the cost of any Taxes which RCF is required by applicable law to charge to Buyer as a result of the transactions contemplated by these GCSOM, unless Buyer shall have timely provided to RCF a valid and properly completed exemption certification certifying that Buyer is not subject to such Taxes.

8.4. RCF shall have no liability for any Taxes, whether imposed on RCF or Buyer, in connection with the performance by RCF of its obligations under these GCSOM other than, for the avoidance of doubt, taxes imposed on RCF's net income.

8.5. In the event any amounts described in paragraph 4 (other than, for the avoidance of doubt, taxes imposed on RCF's net income) are imposed on RCF, Buyer shall reimburse RCF for such amounts within 15 days of written request.

8.6. All payments shall be made without deduction or withholding. In the event Buyer is required by any law to make any deduction or withholding from any amount payable to RCF, then the amount payable to RCF shall be increased such that after all deductions and withholdings, the amount paid to RCF shall be equal to the amount to which RCF would have been entitled under these GCSOM had no deduction or withholding been required.

8.7. Any amounts withheld by Buyer shall be timely remitted to the relevant authority as required by law. Buyer shall promptly provide RCF with an official receipt or certificate in respect of the payment of such amounts.

8.8. Both Parties agree to co-operate to eliminate or reduce, consistent with applicable law, any Taxes or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional Taxes or similar charges which increase its financial liability during the term of these GCSOM, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional Taxes or similar charges; provided, however, that neither Party need take any steps which, in its reasonable opinion and acting in good faith, would increase its obligations or would be

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prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

9. PAYMENT TERMS

Payment shall be made by Buyer within thirty (30) days of receipt of invoice from RCF. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the order, RCF reserves the right to require payment in advance of shipment.

In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, RCF reserves the right to suspend or limit performance until all past due sums are paid. Further, RCF reserves the right to charge interest in accordance with article L441-6 of the French Commercial Code, on any unpaid balance owed by Buyer from the date due until the date paid.

In accordance with the article L441-6 of the French Commercial Code, any late payment will result in a penalty equivalent to the rate of interest applied by the European Central Bank at its most recent refinancing operation, increased by 10 percentage points, starting the day after the due date mentioned on the invoice.

In addition, a forty (40) euros internal recovery cost will be charged. The penalties are immediately due for payment without any reminder and shall be made by bank wire transfer within thirty (30) days of receipt of the related invoice.

It is agreed that title to any serviced material described herein not fully paid for at the time of delivery to Buyer shall be retained by and remain in RCF until said purchase price is fully paid. In case of a failure to pay within thirty (30) days after a formal notice, the order may be cancelled by RCF. RCF may claim in an urgent court procedure to have the serviced material returned, without prejudice to any other right to claim for damages.

No payment may be interrupted or set off against any claim without RCF's prior written acceptance.

10. WARRANTY

The material serviced, overhauled or modified hereunder and any software provided in connection therewith are subject to the following warranties:

10.1. RCF agrees that it will correct, without charge, any defect in material or workmanship provided by RCF for the Service, overhaul, or modification work performed hereunder, provided that the material is returned, transportation prepaid, to RCF's service center which performed the Service work, subject to:

10.1.i. Unless another warranty duration is specified in writing and signed by RCF, written notice of the claimed defect being given to RCF within the period stated below:

10.1.i.a. Service and Modification Labor and Material: warranted for one (1) year from date material is shipped.

10.1.i.b. Overhauled material shall be covered under this warranty clause for a period of one (1) year from date material is shipped, except for conditions set forth in 10.2 below. Any Service, modification labor and material required to Service such overhauled material within the one (1) year warranty period will be performed at no cost and such Service and/or modification shall be covered under this warranty clause for the remaining balance of the one (1) year overhaul warranty.

10.1.i.c. Test Equipment Service and Modification Labor and Material: warranted for sixty (60) days from date material is shipped.

10.1.ii. RCF's obligations with respect to such material are conditioned upon the proper installation operation and maintenance of such material by Buyer in accordance with RCF's written directions.

10.1.iii. The warranty stated in this Section 10.1 shall be void if such material is altered or Service is attempted or made by other than RCF or RCF's authorized service center.

10.2. RCF warrants that any software delivered hereunder, either embedded in material described herein or specifically designed for use in or with such material, will substantially provide the function(s) set forth in the applicable specification (or absent a specification, as described in the applicable Service Bulletin). RCF will, at its option,

without charge, revise or replace such nonconforming software provided:

10.2.i. Notice of the claimed defect is given RCF within one (1) year from the date of delivery or one hundred eighty (180) days from the date of first installation, whichever occurs first. An exception to the aforementioned guidelines is Test Equipment, such notice of the claimed defect is given to RCF within sixty (60) days from date material is shipped or from the date of first installation, whichever occurs first.

10.2.ii. Software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or to any condition in excess of those published in the applicable specification(s).

10.2.iii. RCF's obligations are conditioned upon the proper installation and operation of software and the host medium in accordance with RCF's written instructions.

10.2.iv. The warranty stated in this Section 10.2 shall be void if such software (or its host medium) is altered (or alterations are attempted) by other than RCF or RCF's authorized service center.

10.3. Service, overhaul, or modification shall not be deemed to be defective if failure is caused by (i) interface with other material, or (ii) Buyer caused damage, or (iii) shipping or handling damage, or (iv) exposure to conditions in excess of those published in the equipment specifications.

The warranty of these paragraphs is void if the material is altered or used other than as intended or not operated or maintained in accordance with the material specifications or Service is attempted or made by other than RCF or RCF's authorized service center or Buyer has supplied non-Raytheon Technologies' material(s) used in the Service.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY MATERIAL SOLD OR SOFTWARE SERVICED, OVERHAULED OR MODIFIED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THESE GCSOM.

11. PRESERVATION, PACKING AND PACKAGING

Except as otherwise specified, RCF will use commercial standards to preserve, pack, and package material for return shipping to Buyer. Material returned to RCF's service center must be packaged in the original shipping container or equivalent. RCF reserves the right to charge Buyer the cost of such proper shipping container for return shipment should Buyer fail to comply with the aforementioned shipping requirement.

12. PATENT AND COPYRIGHT INDEMNIFICATION

RCF agrees that it will defend, at its own expense, all suits against Buyer for infringement of any French or US patent or copyright covering, or alleged to cover, Service overhaul, and modification of material and any RCF's software associated therewith in the form delivered hereunder by RCF. RCF agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that RCF shall be given (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the material serviced or modified hereunder. If in any such suit so defended such Service overhaul, or modification is held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement RCF deems it advisable to do so, RCF may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing material or modify said material so as to be non-infringing, or remove the infringing apparatus and refund the price of

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the Service overhaul or modification, less a reasonable allowance for use, damage, or obsolescence.

Notwithstanding any provision to the contrary, this article shall not apply in case of an association or a combination of these Service material with other products, material or software not designed or supplied by RCF, nor in case of use which is not in accordance with the technical specifications issued by RCF, nor to any infringement resulting from RCF's compliance to the Buyer's technical specification.

13. CONFIDENTIALITY

The information supplied by RCF under any quotation or order performance remain its property and shall not be disclosed, duplicated, or disseminated to any third party without RCF's prior written consent. Nothing contained herein grants to the Buyer any ownership in or rights to any information furnished by RCF.

14. SOFTWARE LICENSE FOR MATERIAL SPECIFIC SOFTWARE

Software delivered hereunder, either embedded in material described herein or specifically designed for use in or such material, is copyrighted by RCF and shall remain the sole and exclusive property of RCF or its licensors. RCF grants the Buyer a perpetual, worldwide, nonexclusive, license to use the software only in or with the material. The Buyer shall not copy, modify, create derivative works, reverse engineer, or disassemble the software or the output of the software, or permit others to do so. Buyer shall not transfer the license granted hereby or possession of the software except as part of or with the material such transfer being subject to the restrictions contained herein. RCF may terminate this license upon written notice for violation of any of the terms of the foregoing license.

15. LIEN ON SERVICED MATERIAL

In case of payment default, RCF shall be entitled to retain the serviced material until complete payment of the amount due. The remittance of a legal right creating an obligation to pay (bill of exchange or other) does not constitute a payment according to this clause. These provisions require that the Buyer accepts the risk of loss, or damage, or deterioration to the Serviced material occurring after having been handed over to the carrier.

16. LIMITATION OF LIABILITY

16.1. RCF shall be liable only for death or personal injury caused by accident that is duly proven to have been caused by a defective material serviced, overhauled or modified made by RCF.

16.2. The remedies set forth in the present GCSOM are exclusive and the total liability of RCF under the Order, including for the improper or the non-performance by RCF of all or part of its contract obligations, shall not exceed the price of the material Serviced, overhauled or modified or Service giving rise to a claim.

IN NO EVENT SHALL RCF BE LIABLE FOR ANY FINANCIAL AND/OR COMMERCIAL DAMAGE INCLUDING WITHOUT LIMITATION, LOSS OF USE, REVENUE OR PROFITS, LOSS OF BUSINESS OPPORTUNITY, HARM TO THE REPUTATION OF THE BUYER; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT RCF'S LIABILITY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

16.3. The Buyer shall be solely liable for, and shall hold RCF and its agents, executives, employees and insurers harmless from any liability arising from complaints, losses, liability and proceedings, judgments, expenses and costs (including legal fees) and similar that are connected in any way to the death or personal injury of any person, or to any loss or damage to goods belonging to any person, entity or company (including RCF) as a direct or indirect consequence of acts or omissions by the Buyer in connection with the fulfilment or any Order or performance of the Contract between the Parties.

17. PHYSICAL DAMAGE AND CANNIBALIZATION

Except as otherwise specified, prices stated are for material subjected to normal use only. Physically damaged or cannibalized equipment, or material which has a secondary failure or parts availability problems, will be serviced only after Buyer approval of an estimate of additional charges.

18. APPLICABLE LAW - SETTLEMENT OF DISPUTES

These GCSOM shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of France specifically excluding the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods and excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction. In case of dispute, the parties shall resolve amicably the matter in good faith within a period of two (2) months from the date of issuance of a notice of dispute from either party to the other party, unless otherwise extended by mutual agreement of the parties. In case such dispute is not resolved within the above period, the dispute shall be referred to the competent courts of Toulouse (France).

19. OUTSTANDING ESTIMATES

All equipment received is subject to a preliminary diagnosis by RCF. Following this evaluation, a quotation establishing the costs to be borne by the Purchaser for the service ordered is sent by RCF. The service will be carried out by RCF only after validation within thirty (30) days by the Buyer of said estimate. If the quote is not accepted within the time limit set by the Buyer, RCF reserves the right to return the equipment as is and to invoice the investigation costs mentioned in the quote sent to the Buyer.

20. BUYER ABANDONED MATERIAL

Material will be deemed abandoned when a service facility

(i) has not returned the material as described in Article 19; and
(ii) has made attempts to contact (formal notice, follow-up) which have remained unsuccessful for a period of one hundred and eighty (180) days, to obtain a response from the Buyer regarding estimate/quote approvals duly confirmed by a Bailiff, other instructions for servicing, payment, awaiting Buyer pickup, awaiting Buyer inspection, embargo, or otherwise dispositioning material returned by the Buyer to the service facility (hereinafter referred to as "Actions"). The one hundred and eighty (180) daytime period starts at the time the estimate/quote is sent to the Buyer as confirmed by a Bailiff to the Buyer or the date from which RCF has requested Actions to the Buyer.

At the end of the one hundred and eighty (180) daytime period the material will be placed on abandoned material status and a new formal notice will be sent to the Buyer.

Non-bankrupt Buyer abandoned material who failed to give a response to the service facility within one hundred and eighty (180) days regarding the quotation is subject to storage fees as specified in the quotation for each subsequent thirty (30) day period that their material is not claimed. The one hundred and eighty (180) daytime period start at the time the estimate/quote is sent or at the date when RCF has requested Actions to the Buyer, and the storage fee is for each subsequent thirty (30) days after the one hundred and eighty (180) daytime period. Service facility shall hold material a minimum of three hundred and sixty-five (365) days prior to disposition or to discard the material in accordance with RCF policies and in accordance with the applicable legal provisions. RCF reserves all legal rights and privileges on the material being services maintenance for unpaid charges. Copies of the policies are available upon request.

21. EXPORT LICENSE

21.1 In performing the obligations of these GCSOM, both parties will comply with French and United States export control and sanctions,

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laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the French regulations including the Council Regulation (EC) n° 428/2009, the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations"). Buyer agrees that it will take measures to ensure that any goods or technical data received from RCF are not modified for or diverted for any use contrary to French and United States law, including any military application.

21.2 The party conducting the export shall be responsible for obtaining the required authorizations for the applicable export, although RCF shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the French and U.S. Principal Party in Interest in the export. The party conducting the re-export/re-transfer shall be responsible for obtaining the required authorizations. Each party shall reasonably cooperate and exercise reasonable efforts to support the other party in obtaining the necessary licenses or authorizations required to perform its obligations under these GCSOM. Neither party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant goods or technical data are subject to a license or other governmental approval specifically identifying Buyer as the end-user thereof, Buyer will not, directly, or indirectly, export, re-export, transfer, or re-transfer such goods or technical data received from RCF to any destination without RCF prior written approval unless specifically permitted pursuant to such license or approval. Buyer shall indemnify and hold harmless RCF from any and all liability or other consequences arising because of a breach of clauses 21.1 or 21.2.

21.3 The party providing any Items under these GCSOM shall, upon request, notify the other party of the Items' Export Control Classification Numbers ("ECCNs") as well as the ECCNs of any components or parts thereof if they are different from the ECCNs of the Item at issue. Buyer shall be responsible for complying with all applicable export laws, including French and U.S. laws governing the export, re-export, transfer, and re-transfer of French and U.S. origin items.

21.4 Items received in Violation of Export Laws: if RCF receives an Item from Buyer that, whether or not through Buyer's fault, is in non-compliance with the French regulations including the Council Regulation (EC) n° 428/2009, economic trade sanctions, International Traffic in Arms Regulations (ITAR) or U.S. Export Administration Regulations (EAR), RCF reserves the right to retain possession of such property ("quarantine"). RCF shall have no responsibility or liability for, and Buyer shall indemnify and hold RCF harmless against, any losses, claims, or damages incurred by Buyer or any third party resulting from RCF's quarantine of such unit.

22. NO WAIVER

No failure by either party to exercise and no delay in exercising any right, power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.

23. STANDARD OF BUSINESS CONDUCT

Buyer shall:

23.1. comply with all applicable laws and regulations, including anti-bribery and influence peddling, economic sanction, anti-money

laundering, counter-terrorism financing, labor, human rights, child rights, environment, health and safety laws and regulations; and
23.2. not offer, attempt to offer, give, authorize, or promise any sort of Bribe to any individual or entity; and
21.3. not solicit, receive or accept a Bribe from any individual or entity; and

23.4. take all measures that are necessary, including instituting, maintaining, and controlling the application of adequate procedures designed, to prevent Corruption within its organization and within its subsidiaries; and

23.5. not use funds which are derived from unlawful or improper activities to make payments to RCF.

"Bribery" means the promise of offering or giving, soliciting, or receiving – directly or indirectly – any undue monetary or other advantage to or from another person so that this person, in breach of his or her duties, acts or refrains from acting to obtain or retain business or other improper advantages, which includes but is not limited to influence peddling and kickbacks (a "Bribe").

The parties undertake to conduct the business of these GCSOM with the highest standards of integrity. In the event that Buyer does not have its own Ethics policy that Party shall, for itself and on behalf of its employees, agents and representatives, agree to read, understand, and comply with Raytheon Technologies' Standards of Business Conduct (Policy) which may be found at <https://www.rtx.com/Our-Company/ethics-and-compliance>

In the event of any instance occurring in which any law or regulation may have been violated by employees or agents of any of the Parties during the execution or validity of these GCSOM, the party becoming aware of such violation shall immediately notify the other party.

Placing an order under these GCSOM, the Buyer certifies and warrants that in the course of performing this order, no improper or corrupt payments will be made to government officials, Buyer or RCF's representatives, that no government official or third-party representative has any direct or indirect investment and/or ownership interest or interest in the business, revenues or profits of RCF, and that no expenditure shall be made by RCF for other than lawful purposes.

24. ANTI-BOYCOTT

RCF complies with all French and U.S. laws directed against foreign restrictive trade practices or boycotts as embodied in the Export Administration Act of 1979 (as amended), the Tax Reform Act of 1976 and all regulations and guidelines issued hereunder. Accordingly, to the extent that any Buyer Orders or other documents contain prohibited provisions, RCF takes specific exception and objects to these provisions which are not in compliance with the referenced laws and regulations.

To avoid delays in processing Buyer Orders, all prohibited provisions in this regard must be deleted from Buyer orders or other documents.

25. DATA PRIVACY

25.1. Compliance with Law

The material serviced, overhauled or modified and/or services being provided require the collection of Personal Information (information and data exchanged in connection with these GCSOM related to any identified or identifiable natural person or, in case of a conflict with applicable law, which is subject to any applicable data privacy laws). The parties will comply with applicable data privacy laws governing Personal Information processed in connection with these GCSOM. The parties take all reasonable commercial and legal steps to protect Personal Information.

25.2. Rights and Obligations

25.2.1. If Buyer provides RCF with Personal Information, Buyer will ensure that it has the legal right to do so. Buyer will notify the individuals whose Personal Information it has provided to RCF prior to providing it to RCF.

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25.2.2. RCF may share Personal Information with RCF's service providers in accordance with applicable data privacy laws and with appropriate protections.

25.2.3. RCF may store Personal Information on servers located and accessible globally by Raytheon Technologies entities and their service providers with appropriate protections in place.

25.2.4. If RCF processes Personal Information under these GCSOM, RCF will retain the Personal Information for the term of these GCSOM and thereafter as required under these GCSOM, to protect RCF's legal rights, or as required or permitted by law or audit requirements. If RCF processes Personal Information for purposes separate and apart from these GCSOM, RCF serves as a controller and assumes legal obligations as a controller, including for defining the appropriate retention period.

25.2.5. If the Personal Information is involved in a Data Breach Incident (set of circumstances that involve actual or a reasonable possibility of unauthorized access to or possession of, or the loss or destruction of Personal Information), the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the notifying party shall make reasonable efforts to coordinate with the other party to allow input into the notification before it is made.

25.2.6 While performing under these GCSOM if a party learns of any: complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; or request from one or more individuals seeking to access, correct, or delete Personal Information; or inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party. The parties shall provide reasonable commercial assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings.

26. ENTIRE CONTRACT

These GCSOM shall comprise the exclusive terms, conditions and agreements of the parties respecting sale of serviced material described herein and supersede any provisions on the face and reverse side of Buyer's order or any prior agreement inconsistent with the provisions hereof. Acceptance by Buyer of such serviced material covered hereunder shall, absent a contrary agreement in writing signed by RCF, constitute acceptance of these General Conditions of Services.

The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.