

**RAYTHEON TECHNOLOGIES CORPORATION**

**STANDARD TERMS AND CONDITIONS OF PURCHASE**

**DIRECT**

**OCTOBER 2020 VERSION (UK)**

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## 1. DEFINITIONS

- 1.1. "Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with such entity.
- 1.2. "Agreement" means a Master Terms Agreement or other agreement that references these Terms and Conditions.
- 1.3. "ASQR", including numerical suffixes thereto, means the Aerospace Supplier Quality Requirement Documents, as further set forth on the RTX Supplier Site, as modified from time to time by Buyer.
- 1.4. "Buyer" means RTX or Affiliate thereof that issues an Order referencing the Agreement and/or these Terms and Conditions.
- 1.5. "Buyer Personal Information" means any information or data provided (directly or indirectly) or made accessible to Supplier or its agents, representatives, or subcontractors in connection with an Agreement or any Order that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws.
- 1.6. "Buyer's Customer" means the ultimate owner, lessee, or operator of the Goods and/or Services and includes any purchaser of an end product incorporating the Goods and/or Services provided by Supplier under the Order.
- 1.7. "Data Privacy Laws" means applicable national, federal, state and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data, including, without limitation, (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); (ii) where applicable, the laws, directives and regulations of the European Union member states under the European Union Directive 95/46/EC (the "EU Directive"), and the General Data Protection Regulation ("GDPR"), and any European Union law, directive or regulation that may be enacted to replace the EU Directive or the GDPR; or (iii) the Data Protection Act 2018, GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations and codes of conduct in any relevant jurisdiction relating to the processing of personal data and privacy including the guidance and codes of practice issued by the UK Information Commissioner (ICO) .
- 1.8. "Delivery Date" means the date of delivery for Goods and/or Services as specified in an Order and/or by the Delivery System.
- 1.9. "Delivery System" means Buyer's delivery scheduling system and electronic data exchange billing and invoicing system, and their respective document processes.

- 1.10. "EASA" means the European Union Aviation Safety Agency.
- 1.11. "Enterprise Quality Notes" (Q-Notes) means product specific quality requirements, as further set forth on the RTX Supplier Site, as modified from time to time by Buyer.
- 1.12. "FAA" means the U.S. Federal Aviation Administration.
- 1.13. "Goods" means goods, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, Services, or items that are required to be delivered pursuant to, or in connection with, an Order. For clarity, changes made by Buyer to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.
- 1.14. "Intellectual Property" means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.
- 1.15. "ITC Laws" mean the customs, export control, sanctions and U.S. anti-boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of Technical Data, Goods or Services including, without limitation, the (i) Export Administration Regulations ("EAR"), 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999; (v) regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") found in 27 CFR Chapter II; (vi) Customs regulations, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vii) applicable customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.
- 1.16. "Lead Time" means the time that Buyer and Supplier have agreed is the total time needed for Supplier to meet a Delivery Date for Goods following receipt of a requirement for such Goods, as measured based on the date of receipt of the relevant Goods at Buyer's facility.
- 1.17. "Order" means Buyer's purchase order, in either paper or electronic form, sent by Buyer to Supplier, or an entry in the Delivery System, to initiate the ordering of Goods, including modifications thereto. The phrase "in connection with the Order" includes performance of the Order, performance in anticipation of the Order, and preparation of a bid or proposal for the Order. Where the context permits, the term Order includes an Agreement.
- 1.18. "Party" or "Parties" means Buyer and/or Supplier, individually or collectively, as the context requires.
- 1.19. "Process" means with respect to RTX Information, to use, access, manipulate, modify, disclose, store (including backup), transmit, transfer, retain and dispose of such RTX Information.

- 1.20. "Program Specific Documents" means the program attachments, including without limitation, program specific terms corresponding to platforms related to commercial and military programs, as the Parties may agree, which set forth the specific terms and conditions for each platform and/or program, as applicable, and which are incorporated into applicable Orders.
- 1.21. "RTX" means Raytheon Technologies Corporation.
- 1.22. "RTX Information" means (i) any Proprietary Information and any other data, materials or information owned or managed by Buyer or Buyer's Affiliates or which Buyer or Buyer's Affiliates are obligated to manage and/or protect on behalf of others: (a) provided to Supplier by Buyer or Buyer's Affiliate; or (b) that Supplier collects, Processes, generates or uses for or on behalf of or at the direction of Buyer or Buyer's Affiliate in providing the Services to Buyer or Buyer's Affiliate; or (c) collected, Processed, generated, or used by Supplier or Supplier Personnel in providing the Services, including in each case metadata from Buyer's or Buyer's Affiliates' use of the Services and derivatives of any of the foregoing (e.g., aggregations of RTX Information, profiles of users of the Services, or analysis of the content of Buyer or Buyer's Affiliate data records or how Buyer or Buyer's Affiliate uses the Services) and (ii) Buyer Personal Information.
- 1.23. "RTX Supplier Site" means <https://RTX.com/suppliers>, which URL may change from time to time. Any such change shall not affect the applicability of the material referenced therein.
- 1.24. "Services" means Supplier's activities ancillary to manufacture or delivery of Goods, including design, engineering, installation, repair and maintenance, even if performed prior to the Effective Date of an Agreement or the issuance of an Order.
- 1.25. "Specifications" means all requirements with which Goods and performance hereunder must comply, as specified or referenced by Buyer in Orders, including, without limitation, ASQR or its then-current successor, Enterprise Q-Notes, Program Specific Documents, drawings, instructions and standards, on a Buyer web site or elsewhere, as such requirements are modified from time to time by Buyer.
- 1.26. "Supplier" means the legal entity providing Goods and/or Services or otherwise performing work pursuant to an Order or Agreement.
- 1.27. "Supplier Personnel" means Supplier's employees, agents, representatives, subcontractors, subcontractor employees, or any person used by Supplier in the performance under an Order or Agreement.
- 1.28. "Technical Data" means information that is necessary for the design, development, production, operation, modification or maintenance of Goods or Services as set forth in applicable ITC Laws. Technical Data includes derived Technical Data that is of non-U.S. origin, but subject to U.S. jurisdiction, which may include, but is not limited to, drawings, specifications, or operation sheets containing U.S. origin data or that were developed using U.S. origin data.

- 1.29. "Terms and Conditions" means these Raytheon Technologies Corporation Standard Terms and Conditions of Purchase - Direct.

## **2. QUALITY REQUIREMENTS**

Supplier shall comply with all Specifications, Buyer quality documents (including, but not limited to, ASQR, and Enterprise Q-Notes, which are incorporated by reference in Orders) and all subsequent versions thereof applicable at the time of deliveries. Supplier shall immediately notify Buyer, in writing, of any failure of Supplier and/or the Goods to comply with the Specifications.

## **3. ORDER ACCEPTANCE**

Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions contained in the Order and incorporated into the Order, including these Terms and Conditions. Any terms and conditions proposed in Supplier's offer, acceptance, acknowledgment, invoice, or other Supplier communication that add to, vary from, or conflict with the terms herein are hereby rejected.

## **4. PAYMENT**

- 4.1. Unless otherwise specified in an Order, payment of invoices issued under any Order shall be due and payable 90 days following Buyer's receipt thereof, provided (i) the associated Goods have been delivered pursuant to Buyer's requirements and (ii) Buyer's invoicing requirements have been satisfied (including, without limitation, references to the applicable Order number, description of items, quantities, unit prices, and taxes).
- 4.2. Buyer will not be liable to make any payment to the Supplier or to any third party in relation to any work undertaken prior to Buyer issuing the Supplier with an Order.
- 4.3. Upon receiving an Order, the Supplier will proceed to supply the Goods. The agreed price as set out in the Order will be binding and may not be increased without the prior written consent of the Buyer.
- 4.4. Buyer will not reimburse Supplier for any expenses incurred in the supply of the Goods unless agreed in writing beforehand. If agreed, expense rates should not exceed those of the Buyer's own policies as advised to the Supplier from time to time on request. Buyer may require that booking of all travel and accommodation shall be made through the Buyer at the agreed Buyer rates. Details of agreed expenses incurred together with the supporting evidence must be provided at the time the invoice is submitted to the Buyer.
- 4.5. If the Buyer fails to pay any amount properly due and payable by it under these terms, the Supplier will be entitled, but not obliged, to charge the Buyer interest on the overdue amount from the due date up to the date of actual payment, at the rate of one percent (1%) above the base rate of the Bank of England. Such interest will accrue on a daily

basis. To the extent permitted by law, the Supplier waives any right it may have to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## **5. DELIVERY**

- 5.1. Time is of the essence in Supplier's performance of an Order, and Supplier shall deliver Goods and perform Services by the Delivery Date.
- 5.2. Shipment shall be to the location directed by Buyer. In the absence of delivery instructions in an Order or in Buyer's Delivery System, the delivery terms for Goods shall be FCA Supplier's facility (Incoterms 2020). Title and, notwithstanding the foregoing, risk of loss shall pass to Buyer upon receipt of Goods at Buyer's facility or third party drop shipment point.
- 5.3. If Buyer requests delivery of Goods on a date which do not allow sufficient Lead Time (a "Need Date"), Supplier shall use all commercially reasonable efforts to meet such Need Date. If Supplier agrees in writing to meet a Need Date, such Need Date shall be considered the Delivery Date. If Supplier is unable to deliver Goods by the Need Date, Buyer may, without liability: (i) reduce or cancel its requirements for such Goods, (ii) reallocate to another Order, or reschedule, any such Goods, or (iii) waive the Need Date and accept such Goods on the Delivery Date.
- 5.4. In addition to any other rights and remedies that Buyer has, in the event of Supplier's nonconformance with any of the requirements under this Section or any other delivery obligation, Supplier shall be liable for Buyer's actual costs, expenses and damages relating to or arising from such nonconformance.

## **6. INSPECTION, ACCEPTANCE AND REJECTION OF GOODS**

- 6.1. Supplier shall only tender Goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of an Order.
- 6.2. Buyer may provide written notice of acceptance of the Goods to Supplier. However, in the absence of Buyer's written acceptance and notwithstanding (i) prior inspection of, (ii) payment for, (iii) use of, (iv) delivery of, or (v) transfer of title to or risk of loss of the Goods to Buyer, acceptance shall not be deemed to occur until 12 months following Buyer's receipt of Goods ("Inspection Period").
- 6.3. During the Inspection Period, Buyer may: (i) reject all or a portion of any nonconforming Goods; or (ii) accept all or a portion of such nonconforming Goods with a price reduction for the cost of repair or the diminution of value.
- 6.4. Buyer may reject and/or return, at Supplier's risk and expense, shipments of Goods made in excess of the Order quantities, or in advance of the scheduled Delivery Date. Buyer may defer payment on Goods delivered in advance of the scheduled Delivery Date until the scheduled Delivery Date for such Goods.



- 6.5. Within 30 days of Supplier's receipt of Buyer's notification of a nonconformity, Supplier shall, at its own cost and expense, investigate the nonconformity, deliver to Buyer a written report of its investigation and conclusions, and formulate a corrective action plan acceptable to Buyer. Once approved by Buyer, Supplier must then timely implement such corrective action plan.
- 6.6. With respect to nonconforming Goods rejected prior to acceptance, Buyer may at its election and at Supplier's risk and expense (i) hold nonconforming Goods for Supplier, or (ii) return nonconforming Goods to Supplier for, at Buyer's option, either (a) full credit or refund or (b) replacement Goods to be received within 24 hours of nonconformity notification. Title to such rejected Goods returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Replacement Goods delivered to Buyer hereunder shall be shipped at Supplier's expense and risk of loss. Additionally, nonconforming Goods rejected prior to acceptance shall not be tendered again to Buyer for acceptance unless permitted by Buyer and applicable law, and accompanied by a disclosure of Buyer's prior rejection.
- 6.7. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from nonconforming Goods, including, but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reins tallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.

## **7. WARRANTY**

- 7.1. Supplier warrants to Buyer and Buyer's successors, assigns, Buyer's Customers, and users of Goods sold by Buyer that all Goods provided under the Order shall be, upon acceptance thereof, and thereafter continue to be: (i) merchantable; (ii) fit for the purpose intended; (iii) new; (iv) free from defects in material and workmanship; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance and compliance with the Specifications; (vii) free from liens or encumbrances on title; and (viii) free of viruses and other sources of network corruption (collectively, "Warranty"). If the Order requires specific Goods to perform as a system, the foregoing Warranty also shall apply to those Goods as a system. Inspection, test, acceptance or use of Goods furnished hereunder shall not affect Supplier's obligations under this Warranty, and such Warranties shall survive inspection, test, acceptance and use.
- 7.2. Supplier warrants to Buyer and Buyer's successors and assigns that all Services provided under or in connection with an Order: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound and highest generally accepted industry standards and practices by appropriately licensed, trained, supervised personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with all applicable Specifications, performance requirements and other requirements contained in the Order (the "Additional Service Warranty").
- 7.3. Buyer may require Supplier to promptly (i) repair or replace, at Buyer's option, any Goods which breach the Warranty and (ii) re-perform or correct any Services which breach the

Additional Service Warranty. Goods returned to Buyer hereunder shall be shipped at Supplier's expense and risk of loss and shall be accompanied by notice stating whether they are new replacements or repaired originals, and shall continue to be covered under this Warranty. Supplier shall conduct intake, review, analysis and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to Buyer.

- 7.4. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from Goods and/or Services not conforming to the Warranty or the Additional Service Warranty, as applicable, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, re-inspection, retrofit, replacement, and any and all other such corrective action costs incurred by Buyer.
- 7.5. Supplier warrants to Buyer that all documentation and certifications by Supplier or Supplier's subcontractors or business partners related to the Goods, Services and Order, as applicable, are current, complete, truthful, and accurate and have been signed or stamped, as applicable, by individuals authorized and qualified to sign or stamp such documentation and certifications.

## **8. INDEMNIFICATION**

- 8.1. Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, insurers, Affiliates and their employees, agents, officers and directors from and against all suits, claims, judgments, awards, losses, damages, costs or expenses (including attorneys' fees) relating to, arising out of, or caused by (i) the performance hereunder, (ii) any act or omission of Supplier or (iii) any Goods or Services. Supplier's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death of Supplier or Buyer employees.
- 8.2. Notwithstanding anything to the contrary contained herein, this Clause 8 shall not limit or exclude the liability of either Party for death or personal injury resulting from its negligence, or for any damage or liability incurred by one Party as a result of fraud or fraudulent misrepresentation by the other Party.

## **9. PRODUCT SUPPORT OBLIGATION**

Supplier shall maintain the ability to provide, and shall provide, at no additional cost to Buyer, product support for the Goods, which shall include, without limitation, assuring that subcomponents and materials are available, maintaining tooling and other production capability and re-engineering components or systems to address obsolescence until the later of 25 years after the last Order is placed by Buyer for Goods or fewer than 5 end products incorporating Goods are in operation anywhere in the world, and as may be more specifically set forth in a product support agreement or an Order.

## **10. TAXES**

- 10.1. Unless otherwise stated in the Agreement or the Order, all payments or prices are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, fees or duties ("Taxes") levied in regard to any of the transactions covered by the Order. Buyer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on a supply of Goods and/or Services. Buyer is not responsible for any tax based on Supplier's income, payroll or gross receipts. When invoicing, Supplier shall separately state any Taxes that Supplier is required to collect from Buyer.
- 10.2. When invoicing, Supplier shall separately state any Taxes that Supplier is required to collect from Buyer and warrants that invoices comply with all requirements, as to content and format, of tax and civil statutes that have jurisdiction over the transaction(s) performed by Supplier.
- 10.3. Solely to the extent Buyer is required by law to withhold an amount on account of taxes for which Supplier is responsible, Buyer shall deduct any such withholding from payment to Supplier and provide sufficient supporting documentation to Supplier.
- 10.4. Supplier shall, upon receipt from any tax authority of any levy, notice, assessment, or withholding of any Taxes for which Buyer may be obligated, notify Buyer in writing at its stipulated address, directed to: Director, Indirect Tax. The Parties shall cooperate in the resolution of disputes pertaining to any Taxes. If Buyer may directly contest any Taxes, then it may do so and, to the extent permitted by law, withhold payment during contest pendency. If Buyer is not so permitted, Supplier shall contest the Taxes as requested by the Buyer.
- 10.5. Supplier shall deliver electronically by way of the Internet all software of any type, including manuals. Supplier shall separately itemize the prices of electronically delivered software, licenses, fees and Services on invoices. Invoices shall clearly indicate the manner of software delivery by inclusion of the phrase, "software delivered electronically to the customer via the Internet."
- 10.6. The Parties agree to cooperate and amend these Terms and Conditions, if necessary, to eliminate or reduce any applicable taxes, duties, levies, excises, import fees, clearance costs or other charges of any kind which may be payable by either Party, including, where applicable, securing any certificate of exemptions or recoveries in such a manner so as to eliminate or reduce said taxes or charges provided that such changes or amendments do not transfer the tax burden from one Party to the other Party

## **11. INSPECTION AND AUDIT RIGHTS**

- 11.1. Supplier (which, for the purposes of this Section, includes Supplier and its suppliers, subcontractors and business partners) shall at any time, and after reasonable notice by Buyer, (i) grant to Buyer, Buyer's authorized representatives, Buyer's Customers and to any competent regulatory authority, unrestricted access to (or if requested by Buyer, provide to Buyer copies of) Supplier's books, records and documentation (including, without limitation, those pertaining to quality, legal and regulatory compliance, inspection and testing of Goods and Services, physical and network security and data protection procedures and controls, ethics and compliance programs, and any other requirement or

obligation under the Order) wherever such books and records may be located (including third-party repositories and at facilities of Supplier's suppliers, subcontractors, and business partners used in connection with the Order), and (ii) provide Buyer, Buyer's authorized representatives, Buyer's Customers and any competent regulatory authority the right to access Supplier's premises, and to perform any type of inspection, test, audit or investigation with respect to Supplier's premises and network, including, without limitation, manufacturing and test locations used in connection with the Order, for the purpose of enabling Buyer to verify compliance with the requirements set forth in the Order or for any other purpose indicated by Buyer's Customers and/or said authority in connection with the design, development, certification, manufacture, sale, use and/or support of the Goods and/or Services. Supplier and its suppliers, subcontractors and business partners shall cooperate with Buyer, Buyer's authorized representatives, Buyer's Customers and/or any such authority to furnish all reasonable facilities for and assistance with the safe performance of inspections, tests, audits and/or investigations in connection with any Order and Goods and/or Services thereunder.

- 11.2. Supplier shall maintain such complete books, records and documentation for all Goods and/or Services, which shall be available to Buyer during performance of an Order and until the later of: (i) 4 years after final payment, (ii) final resolution of any dispute involving the Goods and/or Services delivered hereunder, (iii) the latest time required by an Order, (iv) the latest time required by applicable laws and regulations, (v) the latest time required by ASQR or Enterprise Q-Note version effective as of the date of the Order, as applicable, or (vi) as otherwise directed by Buyer.
- 11.3. Any corrective action requested by Buyer, Buyer's Customers and/or any said authority following any such inspection, test, audit or investigation shall be implemented by Supplier at Supplier's cost.

## **12. INDUSTRY UNIQUE REQUIREMENTS**

- 12.1. Supplier shall immediately notify Buyer upon receipt of any Government-Industry Data Exchange Program ("GIDEP") Alert related to Goods, and shall provide Buyer a list of all affected Goods by Order, part number, invoice number, serial number, or any other identifying number as applicable. For GIDEP Alerts caused in whole or in part by the Goods, Supplier shall immediately replace all affected Goods at its sole expense, including any installation and removal costs for the Goods so affected, and reimburse Buyer for any damages and commercially reasonable expenses incurred by Buyer.
- 12.2. If the FAA, EASA, or other aviation authority, issues Airworthiness Directives, or equivalents, related to Goods ("ADs"), Supplier shall immediately, at Supplier's own cost and expense, remove the cause(s) of the ADs in all Goods delivered and to be delivered to Buyer; including, but not limited to, Goods utilized in the field. Supplier shall reimburse Buyer for any costs and damages incurred by Buyer associated with removal, redelivery and installation of Goods as a result of such ADs.
- 12.3. Following completion of any Buyer required reviews and approvals, Supplier shall provide all service bulletins, safety bulletins and ADs (collectively in this sub-Section "Bulletins") to Buyer immediately upon issuance. Supplier shall implement Supplier's recommendations contained in Bulletins on all Goods delivered and to be delivered.

### 13. BUYER-FURNISHED AND BUYER-FUNDED ITEMS

- 13.1. All material, including information, furnished by Buyer to Supplier under the Order (“Buyer Furnished Items”) shall be delivered as specified in the Order or, if not specified, in sufficient time to enable Supplier's timely performance. Buyer shall have no liability to Supplier for any delays or failures in the delivery of Buyer Furnished Items. If Buyer Furnished Items are not delivered to Supplier in sufficient time to enable Supplier to meet Delivery Dates, Supplier may notify Buyer of the delay and shall be entitled to an extension of such schedule equal to the period of the delay. Such adjustment shall be Supplier's sole and exclusive remedy. Title to Buyer Furnished Items shall remain with Buyer.
- 13.2. Title to all tooling, test equipment, and material identified as a separate line item under an Order, or referred to in any Agreement between Buyer and Supplier, and fabricated or acquired by Supplier (“Buyer Funded Items”) shall vest in Buyer. Buyer shall have the right to have Supplier convey possession of Buyer Funded Items to Buyer promptly upon written request.
- 13.3. Buyer Furnished Items and Buyer Funded Items (collectively, “Buyer Items”) shall be used only for the purposes of the Order. Supplier shall, at its own expense: (i) furnish Buyer with drawings and documentation describing such Buyer Items, (ii) mark and identify the Buyer Items as directed by Buyer, (iii) periodically (upon Buyer's request) audit the physical location and condition of such Buyer Items, and (iv) keep such Buyer Items in good condition, normal wear and tear excepted. In addition, with respect to Buyer Items: (I) Buyer shall pay shipping, duty and taxes as applicable; (II) the Parties will jointly establish a maintenance schedule, which shall be comparable to the maintenance schedule currently maintained by Buyer (if applicable); and (III) Supplier shall absorb the labor costs associated with implementing the maintenance schedule.
- 13.4. Supplier shall account to Buyer for the proceeds from the sale of scrap or other high cost material "off fall" generated during the performance of the Order by the processing of Buyer Items unless Supplier reimburses Buyer at Buyer's current prices for any Buyer Items used by Supplier.
- 13.5. Buyer Items, excluding U.S. Government property, shall be held by Supplier as bailee thereof. Supplier shall be the bailee of such Buyer Items until the expiration or termination of the Order or Buyer requires Supplier to return such Buyer Items, whichever occurs first. As bailee, Supplier shall maintain property casualty insurance coverage for such Buyer Items in an amount specified by Buyer in the Order, pay any reasonable expenses associated with the storage and maintenance of such Buyer Items, and retain possession of such Buyer Items throughout performance of the Order, unless written permission to move such Buyer Items is obtained from Buyer. Supplier covenants and warrants to Buyer that it will not permit any third party to assert any liens against the bailed Buyer Items by any agreement, nor use the bailed Buyer Items as collateral in any secured transaction, nor perfect any security interest in or otherwise encumber the bailed Buyer Items. Buyer and its agents shall not be liable for any claims, including claims for bodily injury or property damage, arising from Supplier's use of the bailed Buyer Items. Buyer, in order to protect its interests, may require Supplier to execute documents that are related to Buyer Items, including, Uniform Commercial Code financing statements or any similar documents. Supplier shall plainly mark and adequately identify Buyer Items as being Buyer's property. Supplier shall not substitute any property for or modify Buyer Items.

- 13.6. Upon Buyer's request, Supplier shall provide an annual written inventory of Buyer's Items, including certification of compliance with this Section and proof of adequate insurance covering full replacement cost of Buyer's Items.
- 13.7. Supplier shall, upon discovery, provide notification to Buyer if any Buyer's Items are lost, damaged or destroyed. Upon completion or termination of the Order, or at any time upon Buyer's request, Supplier shall, at its own expense, dispose of Buyer's Items in accordance with Buyer's instructions.

## **14. CHANGES**

- 14.1. Buyer's authorized procurement representative (which does not include Buyer's engineering and technical personnel) may unilaterally make changes within the general scope of the Order, including changes in whole or part to: (i) shipping, waste reduction or packing instructions, (ii) place of delivery, (iii) any designs, Specifications and drawings, (iv) the statement of work, (v) the method or manner of performance, (vi) Buyer's Items, facilities, equipment, or materials, (vii) flowdown requirements from contracts between Buyer and Buyer's Customer, and/or (viii) quality requirements (collectively "Change(s)"). Supplier shall perform any Changes ordered by Buyer. Any Order terms that incorporate flexibility for variations or modifications shall not be considered Changes within the meaning of this Section.
- 14.2. Except as set forth herein, or as otherwise agreed, if any Change under this Section causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both ("Adjustment Claim"), and Buyer shall modify the Order accordingly. If the cost of property or material made obsolete or excess as a result of a Change is included in the Adjustment Claim, Buyer may direct the disposition of such property or material. For Supplier-initiated requests, Supplier must submit an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Buyer's procurement representative no later than 15 days after Supplier's receipt of the Change. Supplier acknowledges and agrees that changes in delivery/performance schedule are normal and anticipated in the course of the program. Supplier further agrees that the cost of such changes is included in the prices provided under the Order, and that any such change does not constitute a Change under this Section. Notwithstanding any pending Adjustment Claims, Supplier shall diligently proceed with the performance of the Order, as directed by Buyer.
- 14.3. Notwithstanding the foregoing, if any Change is the result of a requirement by Buyer's Customer, Supplier is entitled to an equitable adjustment only to the extent that Buyer receives such an adjustment from Buyer's Customer.

## **15. INSURANCE**

- 15.1. Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier agrees to secure, maintain and require its subcontractors to maintain, as a minimum the

insurance noted in the Order or, if none are specified, the following minimum insurance coverages and limits:

- 15.1.1. Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., foreign country, state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence;
  - 15.1.2. Commercial General Liability Insurance and Umbrella Liability Insurance, including Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be at a minimum, a combined single limit of \$5,000,000 for any one occurrence.
- 15.2. In addition to the minimum insurance requirements set forth above, Supplier also agrees to secure, maintain and require its subcontractors to maintain, the additional insurance coverages and limits relevant to Supplier's performance of the Order, as specified in Attachment A hereto (the "Additional Insurance Coverage Requirements").
- 15.3. All such insurance shall be issued by companies authorized or permitted to do business under the laws of the State or jurisdiction in which all or part of the Services are to be performed, and must have an AM Best financial rating of A- or better or an equivalent rating as produced by another rating agency acceptable to Buyer.
- 15.4. The insurance coverages described in these Terms and Conditions and in an Order, shall be in a form satisfactory to Buyer, and shall contain a provision prohibiting cancellation or material change except upon at least 30 days' (7 days' in the case of War Risks Insurance) prior notice to Buyer. All such insurance policies or self-insurance will be primary in the event of a loss arising out of Supplier's performance of work and shall provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carried by Buyer. Certificates evidencing such insurance and endorsements naming RTX and Buyer as an additional insured under the Commercial General Liability and Umbrella Liability insurance or, in the case of All Risk Property Insurance, naming RTX and Buyer as a loss payee, shall be filed with Buyer upon execution of an Agreement or any Order and before commencement of any work hereunder, and within 30 days after any renewals or changes to such policies are issued. To the extent permitted by law, Supplier and its insurer(s) agree that subrogation rights against RTX and Buyer are hereby waived under the Commercial General Liability, Umbrella Liability, Auto Liability and Workers Compensation insurance; such waiver shall be reflected on the insurance policies. Supplier shall, if requested by Buyer, advise Buyer of the amount of available policy limits and the amounts of any self-insured retention. The certificate of insurance shall identify the contract number or work to be performed and shall acknowledge that such coverage applies to liabilities incurred by Supplier, its employees, invitees or agents under an Agreement or any Order and that such insurance shall not be invalidated by any act or neglect of Supplier whether or not such act or neglect is a breach or violation of any warranty, declaration or condition of the policies.
- 15.5. Buyer's failure to monitor compliance or unsatisfactory compliance with the terms of these insurance requirements does not modify or waive Supplier's obligations hereunder.

- 15.6. Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above or in the applicable Additional Insurance Coverage Requirements, will be assumed by, for the account of, and at the sole risk of Supplier. In no event will the Supplier's liability be limited to the extent of the minimum limits of insurance required herein.

## **16. TERMINATION FOR CONVENIENCE**

- 16.1. Buyer may, at any time, terminate all or part of an Order or Agreement for its convenience upon written notice to Supplier.
- 16.2. Upon termination, in accordance with Buyer's written direction, Supplier will immediately: (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Goods and/or Services; (iii) if requested by Buyer, deliver to Buyer any and all Goods and/or Services completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process.
- 16.3. Buyer shall not be liable to Supplier for an Order terminated prior to the commencement of Lead Time.
- 16.4. In the event Buyer terminates an Order or Agreement for its convenience after performance has commenced, Buyer will compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on Goods and/or Services required to be delivered within the Lead Time period, calculated from Buyer's issuance of the notice of termination. If the Order does not specify Lead Time, Lead Time shall be the reasonable average time required to manufacture and deliver the Goods and/or perform the Services. Supplier shall use reasonable efforts to mitigate its own and Buyer's liability under this Section. In order to receive compensation, Supplier must submit its termination claim, by means of a form and process directed by Buyer, within 90 days from the effective date of the termination, or any period of time as stated by the Buyer to Supplier in a written notice.
- 16.5. Buyer shall not be liable to Supplier for costs or damages other than as described above, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the price allocated to the portion of the Order terminated.
- 16.6. Notwithstanding anything to the contrary in these Terms and Conditions, an Agreement, or an Order, Buyer shall not be liable to Supplier for any costs or damages whatsoever for a termination for convenience with respect to a particular program of any of Buyer's Customers, if the termination is due to the cancellation, in whole or in part, of such program by Buyer's immediate customer(s) or Buyer's ultimate customer(s) or the bankruptcy or insolvency of such customer(s).

## **17. TERMINATION FOR DEFAULT**



- 17.1. Buyer may, by written notice, terminate an Order or Agreement, or any portion thereof, for default without any liability or obligation whatsoever to Supplier for the portion terminated, in the following circumstances: (i) Supplier fails to perform any obligation hereunder, including a delivery obligation; (ii) when Buyer has reasonable grounds for insecurity, and Supplier fails to provide adequate assurances of performance within 10 days following Buyer's demand or, (iii) should Supplier (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) have a receiver appointed for the whole or any substantial part of its assets, or (e) become in any way the subject of a bankruptcy petition (each in Subsection (iii), a "Supplier Insolvency").
- 17.2. Buyer shall have no liability in relation to those Goods and/or Services terminated for Supplier's default. Supplier shall be liable to Buyer for any and all expenses, costs, and damages including increased re-procurement costs, requalification costs, and other non-recurring costs, except in the circumstance of any failure or delay constituting an "Excusable Delay" as set forth in the Section herein entitled "Force Majeure".
- 17.3. If the Order or Agreement is entirely or partially terminated under this Section other than pursuant to a Supplier Insolvency, Buyer, in addition to any other rights Buyer may have, may require Supplier, at no charge to Buyer, to: (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order; (ii) deliver the tooling and test equipment necessary to make or have made the Goods, perform the Services and provide technical and transition assistance; and (iii) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with the right to grant sublicenses, to Supplier's information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Buyer to make, have made, use, sell and license the Goods and/or perform, or have performed, the Services.
- 17.4. In addition to and not in lieu of other rights to Intellectual Property otherwise set forth in the Order and these Terms and Conditions, Supplier hereby grants to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license ("Additional License"), with the right to grant sublicenses, to Supplier's information, data, know-how, tooling, test equipment and other Intellectual Property, including without limitation proprietary and manufacturing information to enable Buyer to make, have made, use, sell and license the Goods and/or perform, or have performed, the Services, subject to Buyer's agreement not to exercise such rights under this Additional License except in the event of a Supplier Insolvency, whether or not the Order is terminated. As part of such Additional License, Supplier shall upon Buyer's written request and at no charge to Buyer, promptly (i) deliver to Buyer all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier in performing the Order, and (ii) deliver the tooling and test equipment necessary to make or have made the Goods, provide the Services and provide technical and transition assistance in order to ensure Buyer's continuing requirements for Goods and/or Services.
- 17.5. If, after notice of termination under this Section, it is determined that Supplier was not in default, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to the Section herein entitled "Termination for Convenience". In such case, Supplier shall not be entitled to any remedy other than as provided for in the Section herein entitled "Termination for Convenience".

## **18. INTELLECTUAL PROPERTY RIGHTS (FOR NON-U.S. GOVERNMENT ORDERS)**

- 18.1. "Background Intellectual Property" shall mean all Intellectual Property other than Foreground Intellectual Property.
- 18.2. "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Order.
- 18.3. Each Party retains its existing rights in Background Intellectual Property.
- 18.4. Buyer shall own all Foreground Intellectual Property. Supplier shall disclose to Buyer all Foreground Intellectual Property. If not expressly required to be delivered in the Order, Supplier shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Supplier hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Supplier agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Supplier to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property shall be considered Buyer's Proprietary Information (defined hereinafter). Supplier agrees that, for any works of authorship created by Supplier or any employees or any others used by Supplier in the course of the Order, those works shall be considered works made in the course of employment works, and furthermore Supplier hereby assigns and promises to assign all right, title, and interest to any copyright in such works to Buyer and will execute, or cause to be executed at Buyer's expense, any documents required to establish Buyer's ownership of such copyright. Supplier warrants that it has the right to assign such works to Buyer.
- 18.5. Supplier represents and warrants that Supplier has sufficient rights in all Goods, Services, and Intellectual Property and other items that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order.
- 18.6. Supplier hereby grants and promises to grant to Buyer and Buyer's Affiliates a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to Background Intellectual Property (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, make derivative works, make and have made Goods and Services, and (ii) to enable Buyer to practice the Foreground Intellectual Property.
- 18.7. Supplier hereby irrevocably waives and promises to waive all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Goods provided to Buyer and in all activities in connection with the Order.
- 18.8. Supplier represents and warrants that Supplier shall not provide, in the performance of the Order, any software, including without limitation source code, compiled code, embedded software, firmware, free software, open source software, freeware, general public license-governed software, or any electronic hardware, including without limitation free hardware designs, or open source hardware designs, in any form that is subject to any obligations

or conditions that may provide a legal right to any third party to access such software, and/or electronic hardware, or that could otherwise impose any limitation or condition on Buyer's use, reproduction, modification, distribution or conveyance of such software or electronic hardware.

- 18.9. Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Supplier a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.

## **19. INTELLECTUAL PROPERTY INDEMNIFICATION**

- 19.1. Supplier shall indemnify and hold harmless Buyer, Buyer's Customers, Affiliates, and subsidiaries, their agents, directors, officers, and employees, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use, sale, offer for sale, import, or other exploitation of any Goods or Services delivered or performed in connection with the Order ("Claim").
- 19.2. Supplier shall not be liable for any Claim based on Supplier's compliance with any Specification created by Buyer, unless: (i) Supplier could have complied with Buyer's Specification using a solution that was non-infringing; (ii) the relevant portion of the Specification was derived from, recommended by, or provided by, Supplier; or (iii) Supplier knew or should have known of a Claim or potential Claim and did not promptly notify Buyer in writing.
- 19.3. Supplier shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.
- 19.4. Buyer may supersede Supplier in the defense of any Claim, and assume and conduct the defense at Buyer's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Buyer in Buyer's defense of such Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.
- 19.5. If the manufacture, use, sale, offer for sale, import, export, or other exploitation of any Goods or Services is enjoined by a court, if delivery is precluded by a government entity, or should Supplier refuse to provide or supply any Goods or Services to avoid a potential third party claim, Supplier shall avoid any disruption to Buyer and shall (i) secure for Buyer the right to provide, use or sell such Goods or Services; (ii) modify or replace such Goods or Services with equivalent non-infringing Goods or Services; or (iii) provide such other solution acceptable to Buyer. Supplier shall reimburse Buyer for Buyer's costs incurred in

obtaining all internal, external and Buyer's Customer approvals, qualifications, certifications, and the like, necessary for making, using, providing and selling alternate non-infringing Goods or Services. Supplier shall refund to Buyer the purchase price of any such Goods or Services that Buyer is prohibited from providing, using, selling, offering for sale, importing, exporting, or otherwise exploiting.

## **20. PROPRIETARY INFORMATION**

- 20.1. In order to deliver the most effective and efficient Goods and/or Services possible and meet Buyer's requirements for those Goods and/or Services, Buyer and Supplier anticipate the need to exchange Proprietary Information (as defined below) for the design, development, testing, manufacture and/or repair of Goods and/or Services, as applicable in connection with an Order and/or Agreement. In recognition of the value of that Proprietary Information, as well as to protect Buyer's goodwill and reputation in its products, Supplier agrees to the terms and conditions of this Section.
- 20.2. "Proprietary Information" shall mean all information, knowledge or data (including without limitation financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual or other form, (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with an Order. If Buyer furnishes sample products, equipment, or other objects or material to Supplier, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with an Order.
- 20.3. Unless Supplier has received Buyer's express written consent to the contrary, Supplier shall (i) use the Proprietary Information solely for the purposes of an Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information.
- 20.4. Supplier may disclose the Proprietary Information to officers, directors, employees, contract workers, consultants, agents, affiliates or subcontractors of Supplier who have a need to know such Proprietary Information for the purposes of performing the Order and who have executed a written agreement with Supplier obligating such entity or person to treat such information in a manner consistent with the terms of this Section.
- 20.5. No Order shall restrict Supplier from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of Supplier or a third party; (ii) is received by Supplier without restriction as to disclosure by Supplier from a third party having a right to disclose it; (iii) was known to Supplier on a non-confidential basis prior to the disclosure by Buyer; or (iv) was independently developed by employees of Supplier who did not have access to any of Buyer's Proprietary Information.

- 20.6. If Proprietary Information is required to be disclosed pursuant to judicial process, Supplier shall promptly provide notice of such process to Buyer and, upon request, shall fully cooperate with Buyer in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of an Order provided that the obligations of this Section are fulfilled by Supplier.
- 20.7. Buyer shall have the right to audit all pertinent documentation of Supplier, and to make reasonable inspection of Supplier's premises, in order to verify compliance with this Section.
- 20.8. Obligations in this Section regarding Proprietary Information shall continue until such time as all Proprietary Information is publicly known and generally available through no improper act or omission of Supplier or any third party.
- 20.9. Unless required otherwise by law or an Order, Supplier shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Supplier shall destroy all Proprietary Information one (1) year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.
- 20.10. Supplier agrees to cause all information regardless of form (including, for example, electronic, magnetic and optical media, software, and compilations), containing or derived in whole or in part from Proprietary Information to bear the following legend :

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- 20.11. Notwithstanding any proprietary or confidential labels or markings, all information of Supplier disclosed to Buyer relating to an Order will be deemed non-confidential and the content of the Order may be disclosed by Buyer to any of Buyer's Affiliates, and/or to Buyer's Customer or Buyer's subcontractors and potential subcontractors provided that Buyer's Customer or subcontractors have a need to access or know such information and Supplier has provided its prior written consent to disclose such information of Supplier to Buyer's Customer or Buyer's subcontractors and potential subcontractors. Moreover, Buyer may disclose all Supplier information, in accordance with applicable governmental regulations, to the FAA, the EASA, Transport Canada Civil Aviation (TCCA), any other governing international airworthiness certifying authority, and/or any other department or agency of the U.S. Government, including, without limitation, for the purpose of obtaining necessary government approvals.
- 20.12. Supplier agrees that it will not accept from any third party, or use, any information that appears to be similar to Proprietary Information without first obtaining Buyer's express written consent, except that Supplier may receive solicitations or purchase orders issued

by a partner or higher-tier supplier of Buyer that expressly reference a Buyer Order and contain obligations no less stringent than this Section. Supplier shall promptly notify Buyer if Proprietary Information is offered to Supplier by a third party or of the suspected possession of Proprietary Information by a third party.

- 20.13. Supplier acknowledges that exposure to Buyer's Proprietary Information and other Intellectual Property will make it easier for Supplier to manufacture or repair, or to apply for or assist another entity in obtaining FAA, EASA or other government approval for, parts that are the same parts or that have the same form, fit and function, as parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier also acknowledges that Buyer's goodwill and reputation which become associated with Goods supplied by Supplier pursuant to an Order hereunder once approved for use in Buyer's products make it easier for Supplier to manufacture or repair, or to apply for or assist another entity in obtaining FAA, EASA or other government approval for those parts, or parts that have the same form, fit and function, for use in Buyer's products. Supplier agrees that it shall not manufacture or repair parts that Supplier supplies to Buyer pursuant to an Order hereunder, or manufacture or repair parts having the same form, fit and function, for use in Buyer's products, or apply for or assist another entity in obtaining FAA, EASA or other government approval for any such parts, without Buyer's written consent. Supplier agrees to notify Buyer in writing and to obtain Buyer's written consent prior to manufacturing or repairing any parts, or applying for or assisting another entity in obtaining FAA, EASA or other government approval for any parts, for itself or another entity, that have the same form, fit and function as any parts Supplier supplies to Buyer pursuant to an Order hereunder. Supplier's notification shall (i) describe the parts to be manufactured or repaired, or for which application for or assistance to another entity in obtaining FAA, EASA or other government approval for such parts is to be provided, (ii) identify the corresponding parts Supplier supplies to Buyer and (iii) provide Buyer with sufficient information to demonstrate that Supplier will manufacture or repair, or apply for or assist another entity in obtaining FAA, EASA or other government approval for such parts (as the case may be) without reference to or use of Buyer Proprietary Information or other Buyer Intellectual Property. If Supplier manufactures or repairs any such parts without obtaining Buyer's written consent (or applies for or assists another entity in obtaining FAA, EASA or other government approval for such parts), then it shall be considered a breach of an Order and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.
- 20.14. Supplier shall not make accessible or sell completed or partially completed or defective Goods manufactured using or containing Proprietary Information to any unauthorized third parties. Goods not provided to Buyer shall be disposed of in a manner that prevents disclosure of Proprietary Information (including by reverse engineering).
- 20.15. For Proprietary Information exchanged in connection with the Order, the terms of this Section shall supersede any provisions regarding the protection of proprietary information in any other agreements between the Parties.

## **21. SECURITY FOR RTX INFORMATION**

The following provisions are applicable whenever the Supplier will Process RTX Information:

- 21.1. In addition to capitalized terms used herein but defined elsewhere in these Terms and Conditions, an Agreement, and/or Order, the following term shall have the following meaning:
- 21.2. “Security Incident” means (i) any circumstance that involves, or which a Party reasonably believes may involve the actual or potential, (A) accidental or unauthorized access, use, disclosure, modification, storage, destruction or loss of RTX Information in Supplier’s or Supplier Personnel’s possession, custody or control; or (B) interference with system operation in an information system or in any medium or format, including paper (hard) copy documents, that subjects RTX Information to risk of unauthorized access, use, disclosure, modification, storage, destruction or loss; (ii) any other similar incident as may be so defined by any Data Privacy Law and by any laws and regulations (national, federal, state and provincial) relating to the protection of RTX Information; or (iii) any breach of Supplier’s representations or covenants in these Terms and Conditions, an Agreement and/or an Order regarding safeguarding of RTX Information.
- 21.3. Supplier agrees to (i) develop, implement, maintain, monitor and update a reasonable, written security program incorporating administrative, technical, organizational and physical safeguards, security measures and security awareness, (ii) install and implement security hardware and software, in each case, designed to (A) protect the security, availability and integrity of Supplier’s network, systems and operations, the Goods and Services and the RTX Information from unauthorized access and use; (B) guard against Security Incidents; and (C) satisfy requirements as set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current state of security solutions, and (iii) comply with all applicable Data Privacy Laws including GDPR and promptly notify the Buyer in writing if Supplier believes that collecting and processing any Buyer Personal Information violates Data Privacy Laws. As between the Parties, all RTX Information will at all times remain the sole property of Buyer, and Supplier will not have or obtain any rights therein.
- 21.4. Supplier further agrees to:
- 21.4.1. Only Process or transfer RTX Information to authorized third parties, in performance of its obligations under an Agreement and/or Order or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of RTX Information except (i) as expressly authorized in writing by Buyer in connection with Buyer’s purchase of Goods and/or Services hereunder; or (ii) as required by law. If Supplier does share, transfer, disclose or provide access to Buyer Personal Information to a third party, it shall: (i) be responsible for the acts and omissions of any subcontractor or other third party, that processes (within the meaning of the applicable Data Privacy Laws) Buyer Personal Information on Supplier’s behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such Buyer Personal Information; (ii) ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Clause 21; (iii) only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable law; (iv) take commercially reasonable steps to ensure the reliability of Supplier’s Personnel who have access to the Buyer Personal Information and ensure that such access is on

a need-to-know basis, and ensure that Supplier Personnel are obligated to maintain the confidentiality of Buyer Personal Information, such as through a confidentiality agreement or by application of relevant law or regulation; (v) provide such information, assistance and cooperation as the Buyer may reasonably require from time to time to establish Supplier's compliance with Data Privacy Laws.

- 21.4.2. Maintain and implement information security policies which address, at a minimum the domains or categories set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, and provide Buyer, upon request, with a SOC 2 (or equivalent) report demonstrating that such domains are addressed in a manner consistent with this Section. Upon Buyer's request, Supplier shall provide Buyer with an updated index or summary of its policies, and indicate any plans, including a timetable for implementation, of planned upgrades to comply with the policies.
- 21.4.3. Use (i) reasonable efforts, including, but not limited to, the available technology at the time, to implement measures to restrict anyone other than its authorized employees and Buyer and its agents from accessing the RTX Information and (ii) best efforts to segregate (physical and/or logical) all RTX Information into a separate database only accessible by Buyer, and its agents and those employees and agents of Supplier for whom it is appropriate to access to deliver the Goods and/or Services or to maintain the equipment and the program on which it runs, unless otherwise agreed by Buyer. Unless otherwise specified by Buyer in writing or in an Order, Process RTX Information (including for back-up purposes) only on servers located in the European Economic Area or Switzerland or other jurisdictions or countries specified in the Order by Buyer, and will not transfer (and will not authorize Supplier Personnel to transfer) RTX Information to, or permit or enable Processing of RTX Information in, any jurisdiction or country other than the European Economic Area or Switzerland or those specified in the Order by Buyer.
- 21.4.4. Implement reasonable measures to ensure backups of information are conducted, maintained and tested in accordance with a generally accepted cybersecurity framework, such as CIS CSC 10; ISO/IEC 27001:2013 (A.12.3.1, A.17.1.2, A.17.1.3, and A.18.1.3); or NIST SP 800-53 Rev 4. (CP-4, CP-6 and CP-9). Supplier's disaster recovery plan (as may be otherwise required herein) shall incorporate such requirements. All such back-up services are part of the Goods and/or Services and are subject to these Terms and Conditions, including the privacy compliance and data security requirements.
- 21.4.5. Use, and will cause Supplier Personnel to use, adequate forms of encryption or other secure technologies in connection with the Processing of RTX Information, as authorized or permitted under the Agreement and/or Order. Notwithstanding any provision to the contrary herein, unencrypted Buyer Personal Information shall not be stored on any Supplier mobile computing devices (e.g. laptop computers, mobile phones, personal digital assistants, and the like). Supplier will align to a generally accepted cybersecurity framework, such as CIS CSC (13 and 14); ISO/IEC 27001:2013 (A.8.2.3, A.13.1.1, A.13.2.1, A.13.2.3, A.14.1.2, and A.14.3); or NIST SP 800-53 Rev. 4 (SC-8, SC-11 and SC-12), covering Data-at-rest and Data-in-transit protections.



- 21.4.6. Provide Buyer, prior to any termination or expiration of the Agreement and/or Order, with a termination plan that addresses how RTX Information will be returned to Buyer, or destroyed as Buyer may direct, at the end of the Agreement and/or Order and how all RTX Information will be removed from Supplier's equipment and facilities; provided however, that Supplier may retain information stored in routine backups maintained in the ordinary course until such backups are overwritten. This plan should include supplying the data to Buyer in an industry recognized format.
- 21.4.7. Provide information to and reasonably cooperate with Buyer in response to any subpoena or investigation seeking RTX Information in the possession of Supplier. Supplier shall promptly notify Buyer upon the receipt of any request requiring that RTX Information be supplied to a third party.
- 21.4.8. Not provide RTX Information to any third party without the prior written approval of Buyer. A request for Buyer approval shall include agreement by Supplier and such third party that all of the requirements of this provision are applicable to their performance.
- 21.4.9. Maintain data protection processes and systems sufficient to adequately protect specifications, information, data, drawings, software, and other items which are (i) supplied to Supplier by Buyer, or (ii) obtained or developed by Supplier in the performance of the Order or paid for by Buyer (collectively, "Buyer Data"), and to comply with any law or regulation applicable to such data. If a Security Incident occurs, Supplier shall (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and (ii) notify Buyer in writing promptly, but not later than forty-eight (48) hours after discovering the Security Incident. The obligations contained in this Section are in addition to, and do not alter, Supplier's obligations under applicable U.S. Government Procurement Regulations, and Supplier shall encrypt emails to Buyer containing details of a Security Incident using industry standard encryption methods.
- 21.5. Promptly following any confirmed Security Incident, whether identified by Supplier or Buyer, Supplier will take steps to mitigate risks posed, consult in good faith with Buyer regarding remediation efforts, and undertake a remediation plan, which Buyer and Supplier mutually agree to be necessary, reasonable or appropriate under the circumstances and commensurate with the nature of the Security Incident, or as requested by any government body. To the extent a Security Incident is directly caused by the acts or omissions of Supplier, Supplier will be responsible for all costs and expenses resulting therefrom, including, without limitation, the reasonable costs of re-testing performed by Supplier to verify that any such Security Incident has been remediated.

## **22. ACCESS TO FACILITIES, SYSTEMS OR RTX INFORMATION**

These provisions apply whenever Supplier Personnel will be granted access to Buyer's and/or Buyer's Customers' (i) facilities and/or (ii) computer systems and databases, provided, however, that Buyer may apply the provisions herein in the event Supplier Personnel is otherwise granted access to RTX Information ("Access").

- 22.1. Supplier shall perform identity screenings, work authorization verifications and background checks on any and all Supplier Personnel seeking Access in order to identify persons or entities ineligible for such Access. In furtherance of this obligation, Supplier shall, in advance of any request or grant of such Access:
  - 22.1.1. Verify the identity and requisite work authorization of Supplier Personnel requiring Access. Buyer or its Affiliates may further direct Supplier to use a designated service provider to verify authorization to work, U.S. person and/or citizenship status, at Supplier's sole cost and expense.
  - 22.1.2. Except to the extent not permissible by applicable law, perform a background screen on Supplier Personnel using a company approved by Buyer evidencing that (i) Supplier Personnel do not have any criminal convictions, as reported in the result of a background screen, or (ii) if they do have criminal convictions, Supplier Personnel were hired only after an individualized assessment was conducted in accordance with all applicable laws and taking into consideration the nature and severity of the underlying offenses, the nature and scope of the Access to be granted, the specific jobs at issue, and the length of time since the convictions.
  - 22.1.3. Supplier shall not seek Access for any Supplier Personnel ineligible for such Access based on the failure to meet the above criteria, and will notify Buyer immediately, in writing, if any of Supplier's Personnel with Access is no longer eligible.
- 22.2. Supplier agrees that Buyer shall have sole discretion as to whether Supplier is granted Access, and agrees that any Access privileges granted to Supplier will be defined by Buyer. Buyer reserves the right to impose additional requirements before granting Supplier Personnel Access, including, without limitation, with respect to export compliance, privacy, protection of RTX Information, security clearance, applicable training, drug screening, credit check, technology control plans, intellectual property agreements and compliance with other site-specific policies and procedures.
- 22.3. Supplier is responsible for ensuring that any Supplier Personnel requiring Access meet such Access requirements and that Access privileges are limited to approved Supplier Personnel. Supplier shall immediately notify Buyer if, at any time during the performance of the Order, (i) any information related to Supplier Personnel is altered or rendered inaccurate for any reason, or (ii) the need for Access ceases for any of such Supplier Personnel having Access. The need to Access shall automatically cease for any Supplier employees who are terminated, transferred, or otherwise no longer employed by Supplier.
- 22.4. Supplier or Supplier Personnel's refusal or failure to meet Buyer's Access requirements at any time during the performance of the Order may result in Buyer's refusal to grant Supplier Personnel Access, and Supplier agrees that Buyer shall have the right to deny, and, without notice, terminate Access by Supplier or any of Supplier Personnel in whole or in part. Inability of Supplier to comply with the requirements of this provision shall not excuse Supplier from performing the Order and shall not constitute an "Excusable Delay" as set forth in the Section herein entitled "Force Majeure".

- 22.5. If Supplier is an individual, Supplier acknowledges that he/she is not an employee of Buyer or Buyer Affiliate and is not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements. If Supplier is a company or other entity, it acknowledges that Supplier Personnel are not Buyer or Buyer Affiliate employees and are not entitled to the rights and benefits of a Buyer or Buyer Affiliate employee including, but not limited to, participation in pension, savings, health care and other employee benefit plans and arrangements.
- 22.6. Supplier acknowledges and agrees that any breach of this Section may result in a violation of law for which Buyer, Supplier, and/or Supplier Personnel may be liable. At Buyer's request, in advance of any request or grant of Access and at any other time, Supplier will provide Buyer (i) written certification, in a form provided by Buyer, that the Access requirements have been met, and/or (ii) documentation to verify the methodology, process and results relied upon by Supplier to comply with the Access requirements. The current certification form is available at the RTX Supplier Site.

### **23. COMPLIANCE WITH LAWS**

- 23.1. Supplier warrants that it shall comply with (i) all laws, statutes, regulations and codes from time to time in force and shall include, but not be limited to, the Modern Slavery Act 2015, and (ii) the Bribery Act 2010 and all Data Privacy laws; and (ii) with Buyer's Code of Ethics (collectively, "Laws") applicable to the performance of the Order, except to the extent inconsistent with U.S. anti-boycott laws. Supplier agrees to cooperate with and support Buyer's and Buyer's Customers' efforts to comply with all Laws, and utilize the tools and systems provided by Buyer to ensure such compliance.
- 23.2. Supplier shall, at the earliest practicable time, notify Buyer in writing if Supplier is (i) suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government, or (ii) listed or is proposed to be listed by the U.S. Government in any "denial orders," as a "blocked person," as a "specially designated national," or as a "specially designated terrorist" for U.S. export administration purposes (collectively, "Debarment"). Any such Debarment shall constitute cause for Buyer to terminate the Order under the Section entitled Termination for Default.
- 23.3. Supplier shall, at the earliest practicable time, notify Buyer in writing if Supplier is subject to any local, national, or foreign government criminal proceeding alleging fraud or corrupt practices, once initiated by the filing of a formal charging document in a court of law; and further notify Buyer of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.
- 23.4. Supplier agrees to comply with Buyer's environmental, health and safety standards, requirements and restrictions during Supplier's performance hereunder and when at Buyer's jobsites, including, without limitation, adhering to Buyer's safety instructions, notifying Buyer prior to the commencement of work and providing Buyer with any test reports or results related to Goods and/or Services, as applicable.
- 23.5. Supplier shall comply with laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data and shall

be responsible for providing any notice required by law to the data subjects whose personal data it provides to Buyer.

- 23.6. Supplier represents that it shall not furnish to Buyer Goods or separately-identifiable items or components of Goods that (i) are an unauthorized copy or substitute of an original equipment manufacturer or original component manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but are represented as OEM authentic or as new; (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes, (vi) fail to meet the requirement of an "Approved Part" as defined in FAA Advisory Circular 21-29C and any updated version thereof (or EASA equivalent), or (vi) are otherwise counterfeit or suspected counterfeit. Such counterfeit or suspect counterfeit goods shall be deemed non-conforming, and Supplier shall disclose the source of the counterfeit or suspect counterfeit good to Buyer and cooperate with Buyer with respect to any investigations or remedial actions undertaken by Buyer.
- 23.7. Supplier shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Goods or any subcomponents of the Goods, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, the Agreement and/or Order.

## **24. CONFLICT MINERALS**

Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Supplier commits to comply with Section 1502 of the Act and its implementing regulations; to the extent Supplier is not a "Registrant" as defined in the Act, Supplier shall comply with Section 1502 of the Act and its implementation regulations except for the filing requirements. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Buyer; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with Section 1502 of the Act and its implementing regulations, including any amendments thereto.

## **25. TOXIC, HAZARDOUS OR CARCINOGENIC SUBSTANCES**

- 25.1. Supplier represents and warrants that the Goods and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of any country or jurisdiction in the world, including but not limited to the United States, the European Union ("EU"), and nations adopting legislation similar to that of the

EU, and that nothing prevents the sale or transport of the Goods or substances in Goods in any country or jurisdiction in the world and that all such Goods and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or authorized under the EU Registration, Evaluation, Authorization and Restriction of Chemicals regulation ("REACH"), if pre-registration, registration and/or authorization is required.

- 25.2. In addition to complying with REACH, the EU's regulation of chemical substances (as is required under the Section hereto entitled "Compliance with Laws"), Supplier shall timely provide Buyer with all relevant information on the Goods so that the intent of REACH is met for communicating with downstream users as defined in Article 3(13) of REACH (any person established in the EU who uses a chemical substance in the course of his industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer), and in any case, Supplier shall provide all information necessary for Buyer and/or any downstream user to timely and accurately fulfill their obligations under REACH.
- 25.3. Supplier shall promptly notify Buyer in writing of any Substances of Very High Concern (as such category is specified in REACH) that are present in any Goods at levels above 0.1% by weight of such Goods, where the Goods were supplied either: a) six months before the inclusion of the substances concerned on the REACH "Candidate List" or b) at any time after such inclusion on the Candidate List. In addition, Supplier undertakes to properly and timely inform Buyer of the inclusion in Annex XIV of REACH of a substance contained in the Goods. In such event, Supplier shall discuss with Buyer actions to ensure continued compliance with REACH. Subject to compliance with antitrust rules, Supplier shall use its best efforts to obtain and maintain authorization under REACH for use of such substances, on the condition that (i) Buyer confirms in writing that it requests Supplier to request or renew an authorization for such specific use(s), (ii) it can be demonstrated that the risks of such uses are adequately controlled and/or Supplier can otherwise be granted an authorization as specified in Article 60 of REACH. If these conditions are not met, Supplier shall seek to identify or develop alternatives in due time for validation and use by Buyer before the relevant "Sunset date" under REACH. The listing of a substance present in the Goods in the REACH Candidate List or in Annex XIV of REACH shall not in itself constitute a valid cause for Supplier to fail to perform or delay performance under an Order pursuant to Section 35 hereof.
- 25.4. Supplier shall bear all costs, charges and expenses related to pre-registration, registration, evaluation and authorization under the REACH regulation of the chemical substances that are the subject of the Order.

## **26. COMPLIANCE COVENANTS**

- 26.1. Supplier has not offered or given and shall not offer or give anything of value (in the form of entertainment, gifts, gratuities or otherwise) to Buyer's employees or representatives for the purpose of obtaining any Order or favorable treatment under any Order. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Supplier.

- 26.2. Supplier represents and warrants that it has not made, nor will it make, or offer to make any political contributions, or pay, or offer to pay any fees or commissions in connection with any Order.

## **27. SUPPLIER CODE OF CONDUCT**

- 27.1. Supplier shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that satisfies, at a minimum, the principles and expectations set forth in the Raytheon Technologies Corporation Supplier Code of Conduct available at the RTX Supplier Site ("Supplier Code of Conduct"). Supplier acknowledges and agrees that failure to satisfy the requirements of this Section shall constitute a material breach of the Order.
- 27.2. Supplier shall have management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations and the requirements set forth in the Supplier Code of Conduct; (ii) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in the Supplier Code of Conduct; (iii) facilitate the timely discovery, investigation (including cooperation with any Buyer initiated investigation involving Supplier), disclosure (to Buyer and others as appropriate) and implementation of corrective actions for violations of law, regulations, an Agreement, Order, or the expectations set forth in the Supplier Code of Conduct; and (iv) provide training to its employees on compliance requirements, including the expectations set forth in the Supplier Code of Conduct.

## **28. INTERNATIONAL TRADE COMPLIANCE**

- 28.1. Compliance with International Trade Compliance ("ITC") Laws. Supplier hereby certifies that, in connection with the performance of the Agreement and/or Order, it will comply with all applicable ITC Laws. Supplier agrees that no hardware, software, Technical Data, and/or services (collectively referred to as "items") controlled under U.S. export and import laws and regulations and provided by Buyer in connection with the Order shall be provided to any person or entity, including non-U.S. person employees, subsidiaries, or affiliates, unless the transfer is expressly permitted by a U.S. Government license or other authorization, or is otherwise in accordance with applicable laws and regulations.
- 28.2. Denied Party Screening. Supplier shall not engage any Supplier Personnel who is ineligible to perform hereunder because of any embargo, sanction, debarment, or designation as a Specially Designated National ("SDN") or a denied party, as maintained by the U.S. government or any applicable non-U.S. government or union of states (e.g. European Union). In furtherance of the foregoing, Supplier shall perform denied party screenings on Supplier Personnel and promptly notify Buyer in writing if any such Supplier Personnel has been identified as ineligible because of the reasons listed above.
- 28.3. Export Licensing. If any Order requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under such Order, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable ITC Laws. The Parties shall respond to requests for supporting documentation, including clarifying questionnaires and any other requested information necessary to secure government authorization. Each Party,

as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under an Order. Upon request, the Parties shall exchange copies of all government export authorizations related to the Technical Data, Goods or Services, and all provisions, conditions, limitations, or information relating to the authorization. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related paperwork and documentation are properly completed and timely filed.

- 28.4. Export and Import Classification; Registration. Where known, or where Supplier is the design authority for the Technical Data, Goods or Services that are subject to the Agreement and/or Order, Supplier shall provide Buyer with (i) the applicable Harmonized Tariff Schedule Number, (ii) either (a) the United States Munitions List (“USML”) category of such Technical Data, Goods, or Services that are controlled by the ITAR, or (b) the Export Control Classification Number (“ECCN”) of such Technical Data, Goods or Services that are controlled by the EAR, including the ECCN of components comprising the Technical Data and/or Goods if such classification differs from the ECCN of the Technical Data and/or Goods, and (iii) any analogous classification under any other applicable law. Supplier shall timely notify Buyer in writing of any changes to the export or import classification on the Technical Data, Goods or Services subject to the Order. If, under any Order, Supplier will engage in any manufacturing or exporting of USML items, or engage in the provision of defense services (as defined in 22 C.F.R. § 120.9), Supplier shall maintain registration with the Directorate of Defense Trade Controls (“DDTC”) as may be required by 22 C.F.R. Part 122 of the ITAR. Upon request, Supplier shall provide Buyer annually with its DDTC registration expiration date.
- 28.5. ITC Law Compliance – Subcontracting. Supplier shall not engage in any subcontracts relating to the Agreement and/or Order, except in accordance with the terms and conditions of the Sections herein entitled “Assignment” and “Subcontracting” and in compliance with U.S. export and import control laws and regulations, and any authorizations granted thereunder. If Buyer authorizes Supplier to engage in subcontracting for procurements related to the Order, Supplier shall incorporate into its subcontracts the provisions of this Section requiring compliance with U.S. and other applicable export and import control laws and regulations.
- 28.6. Certifications. If the Order forms the whole or a part of a sale by Buyer of defense articles or defense services being sold in support of a Foreign Military Sale or commercially to or for the use of the armed forces of a foreign country or international organization, Supplier shall upon acceptance of the Order, or within ten (10) days of being requested by Buyer to do so, with respect to all Orders received by the Supplier’s legal entity to date in relation to the Buyer Customer Contract or Solicitation Number related to the Order, complete IN-009 “International Traffic in Arms Regulations Certificate and Reporting of Political Contributions, Fees or Commissions,” available at the RTX Supplier Portal, in furtherance of the requirements stipulated in Part 130 of the ITAR, 22 CFR §§130.9 and 130.10.
- 28.7. Brokering. Supplier acknowledges that it shall not engage in “brokering activity” as that term is defined in 22 C.F.R. § 129.2 in conjunction with activity authorized pursuant to the Order.

- 28.8. Technical Data Transfer. Supplier shall not export, re-export, transfer, disclose or otherwise provide physical or electronic access to Technical Data to any person (including unauthorized third-party IT service providers) not authorized to receive Technical Data under existing ITC Laws and/or export authorization, or modify or divert such Technical Data to any military application or other end-use prohibited by applicable ITC Laws. Supplier shall develop and implement IT security procedures which ensure that Technical Data is accessible only by authorized persons. Any subcontracts for the manufacture of Goods, provision of Technical Data, or the provision of Services shall contain all the limitations of this Section and shall require compliance with all applicable export licenses or authorizations.
- 28.9. Destruction of Technical Data, Controlled Goods & Controlled Buyer Items. Upon completion of performance under an Order, and expiration of recordkeeping obligations under the Agreement and/or Order, Supplier and subcontractors shall destroy or return to Buyer all Technical Data, all controlled Goods, and controlled Buyer Items, as instructed by Buyer. With respect to Technical Data, destruction applies to both physical copies and electronic copies, which must be permanently deleted from all IT systems, and include archived copies. Destruction of Technical Data must preclude its use in full or partial form (e.g., shredding, burning, etc.). With respect to controlled Goods and controlled Buyer Items, destruction applies to controlled Goods and controlled Buyer Items in both serviceable and unserviceable condition. Destruction of the foregoing must render such items useless beyond repair, rehabilitation and restoration, destroying any capabilities, recognition characteristics and unique identifiers (e.g., cutting, crushing, tearing, mangling, shredding, melting, burning, scrapping, etc.).
- 28.10. Required Notices. Supplier shall promptly notify Buyer if it becomes aware of any failure by Supplier or its subcontractors to comply with this Section and shall cooperate fully with Buyer in any investigation of such failure to comply. Supplier shall also promptly notify Buyer of any name change, address change or change in ownership or control of Supplier. If the change in ownership or control of Supplier involves a country designated under ITAR Section 126.1 or EAR Part 740, Supp. No. 1, Country Group D:5, E:1, E:2, Supplier shall notify Buyer at least 60 days prior to the change.
- 28.11. Technology Control Plan. When the terms of the Agreement and/or Order require access to or possession of Technical Data controlled under the ITAR or at an Anti-Terrorism level or higher under the EAR, or the equivalent level of controls under applicable and governing non-U.S. export regulations, Supplier shall create and follow a Technology Control Plan ("TCP") that, at a minimum, incorporates the following elements: (i) facility security; (ii) international trade compliance training program; (iii) information technology security; (iv) record keeping requirements; (v) denied party screening as defined in this Section; and (vi) personnel oversight (including oversight of Supplier Personnel who are non-U.S. persons and/or dual/third country nationals, and visitor management). Supplier shall make a signed copy of the TCP available to Buyer within 30 days of request.
- 28.12. Country of Origin.
- 28.12.1. "Country of Origin" shall mean either the country where a Good is wholly obtained or, when two or more countries are involved in the production of a Good, the



country where the last substantial transformation was carried out. The Supplier shall identify the Country of Origin of all Goods on the commercial invoice or pro forma invoice accompanying the shipment, and in any other format as Buyer may direct, including but not limited to, Supplier proposals and Supplier certifications in electronic, and/or scan-readable format. Where the Supplier is not the manufacturer of the Good, it shall obtain the Country of Origin from the manufacturer of such Good.

- 28.12.2. Country of Origin Marking. Supplier shall mark all Goods with the English name of the Country of Origin in accordance with the local laws of the destination country. Where the Good is exempt from the Country of Origin marking requirements of the destination country or no such markings are otherwise required, Supplier shall mark the container of such Good with the name of the Country of Origin of the Good.
- 28.12.3. Preferential Treatment. Upon Buyer's request, Supplier shall provide, or assist in obtaining from its subcontractors, 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. Agreement on Trade in Civil Aircraft, Free Trade Agreements, Goods Returned, Generalized System of Preferences, etc.) ("Preferential Treatment"). Supplier shall maintain all records and make available to Buyer all documentation for duty free or preferential duty treatment for five years after the date on which the aforementioned documentation was provided to Buyer as support for Buyer's Preferential Treatment claim.
- 28.13. Importer Security Filing. For all ocean shipments of Goods to Buyer, destined or passing through a U.S. port, Supplier shall provide Buyer or Buyer's designated agent with accurate "Data Elements" for the U.S. Importer Security Filing regulation (the "ISF Rule") to ensure Buyer or Buyer's designated agent has sufficient opportunity to comply with its filing obligations. Supplier further agrees to comply with or assist Buyer or Buyer's designated agent to comply with other manifest regulations based on the jurisdiction of the shipping destination.
- 28.14. Duty Drawback. Supplier agrees to assign to Buyer any and all of Supplier's U.S. Customs duty drawback rights and duty drawback rights obtained from subcontractors related to the Goods furnished hereunder in order for Buyer to seek duty drawback. Supplier agrees to inform Buyer of the existence of such duty drawback rights of which Supplier becomes aware. Supplier agrees to furnish upon request documents, records, and other supporting information that Buyer reasonably requires, including, but not limited to, proof of importation, duties paid and other documentation, including a signed U.S. Customs Form 7552 (Certificates of Manufacture and Delivery). Supplier further agrees to provide such assistance to Buyer as requested in connection with the recovery of said import duties.
- 28.15. Supply Chain Security Programs. Suppliers and its subcontractors who either ship directly or package Goods for shipment shall participate in, or comply with all requirements of SAFE Framework security programs of the destination country (e.g. Customs Trade Partnership Against Terrorism (C-TPAT), Authorized Economic Operator (AEO), or similar programs).

- 28.16. Customs Documentation. Supplier shall provide complete and accurate customs documentation, including without limitation, documentation required for customs clearance, HS classification, valuation, origin, preferential treatment, duty drawback and other terms, as required.
- 28.17. Customs Clearance. For any Order that includes customs clearance services, such services shall be quoted and charged at a fixed sum and performed by Supplier as the importer of record in accordance with Program Specific Terms incorporated into the Order. In no event shall an Order that includes customs clearance services allow or provide for contingent or success fees.
- 28.18. Anti-Dumping/Countervailing Duties. Supplier shall inform Buyer of any applicable anti-dumping or countervailing duty, investigation and/or orders, and shall provide Buyer any documentation necessary to establish, where applicable, that imported Goods are outside the scope of the Orders. Supplier warrants that all sales made hereunder are or will be made at not less than fair value under the United States anti-dumping laws, and Supplier will indemnify, defend and hold Buyer harmless from and against any costs or expenses (including but not limited to any antidumping duties which may be imposed), arising out of or in connection with any breach of this warranty.
- 28.19. Approved Freight Forwarders and Carriers. Supplier shall comply with the provisions of the RTX Approved Carrier Guide made available on the Internet at the RTX Supplier Site. In the event that Supplier uses an unauthorized freight forwarder or carrier to ship defense articles in violation of the International Traffic in Arms Regulations (ITAR) and Buyer incurs costs in investigating and submitting a voluntary disclosure to the U.S. Department of State, Directorate of Defense Trade Controls (“DDTC”), Supplier shall provide Buyer with a payment of either Fifty Thousand Dollars (\$50,000.00) or an amount which represents the purchase price under the Order, whichever is less, as liquidated damages and not as a penalty, within 10 days of the date of issuance of Buyer’s Notice of Submission of Buyer’s voluntary disclosure. Supplier’s payment under this clause shall not reduce any cap or limits on damages recoverable by Buyer and Buyer’s acceptance of such payment shall not be deemed to be a waiver by Buyer to exercise any right or remedy that it may have under the Order, at law or in equity, or waive any claims for costs or damages under the Order.

## **29. DISASTER RECOVERY**

If Supplier is (i) providing Flight Safety Parts in accordance with the current revision of ASQR, and/or any documents referenced therein, as applicable; (ii) a sole source of supply; or (iii) providing Goods and/or Services whose Lead Time exceeds 120 days; or as otherwise directed by Buyer, Supplier shall develop and maintain a Disaster Recovery Plan acceptable to Buyer for the recovery and continuation of business related to the supply, design, development, certification, manufacture, sale, use and/or support of the Goods and/or Services furnished hereunder, in the event of a disaster or emergency. The Disaster Recovery Plan shall, among other things, prevent or limit the interruption of the supply of Goods and/or Services in conformity with the requirements set forth herein or in an Order. Supplier shall furnish a copy of Disaster Recovery Plan to Buyer upon request.

## **30. INTERNATIONAL OFFSET**

- 30.1. Buyer may use all or any part of the value of the Order, including the value of any subcontracts placed by Supplier for the Order, for satisfying international offset obligations of Buyer, Buyer's Affiliates, or any entity that Buyer transfers such value to. Supplier may use the offset credit generated by the Order or the subcontracting of the Order only upon Buyer's written approval.
- 30.2. Supplier shall support Buyer in meeting Buyer's offset requirements in proportion to the value of the Goods and/or Services supplied by Supplier to the value of the end item sold by Buyer into the particular country.
- 30.3. Upon Buyer's request, Supplier shall (i) report all subcontract sources outside the United States utilized in the fulfillment of the Order, including the name and location of each such source, amounts paid and committed thereto and identification of the Goods or Services procured, and (ii) require its subcontractors, including those at all lower tiers, to maintain records of the above information.

### **31. ASSIGNMENT**

Any assignment by Supplier of an Agreement and/or Order, in whole or in part, without Buyer's prior written consent shall be null and void, and shall constitute a material breach of such Agreement and/or Order.

### **32. SUBCONTRACTING**

- 32.1. Supplier may not assign, delegate, or subcontract all or substantially all of its rights, responsibilities or obligations due or to become due under the Order without the prior written consent of the Buyer.
- 32.2. Any such assignment, delegation or subcontracting by Supplier of its rights, responsibilities or obligations hereunder, without Buyer's prior written consent, shall be wholly void, invalid and totally ineffective for all purposes. In the case of any approved assignment, delegation, or subcontracting of any of its rights, responsibilities or obligations hereunder, Supplier shall perform all supply management activities that are necessary for the on-time delivery of Goods and/or Services conforming to the requirements set forth herein. Supplier shall be solely and fully responsible for monitoring said suppliers under all provisions of the applicable subcontracts, and for ensuring that each of its suppliers complies with the requirements set forth herein. Supplier shall remain fully liable to Buyer for, and shall be Buyer's sole point of contact for, all aspects of proper performance of the Order, regardless of (i) any assignment, delegation, or subcontracting, (ii) Buyer approval of the subcontractors, or (iii) Supplier's failure to ensure the relevant subcontracts contain provisions that comply in substance with the requirements set forth herein.

### **33. CHANGE IN CONTROL OR GRANT OF SECURITY INTEREST**

- 33.1. For purposes of this Section:

“Change in Control” means and is deemed to have occurred if there is (i) a change in the beneficial ownership of Supplier, either directly or indirectly, of twenty-five percent (25%) or more; (ii) any change, of any amount, in the beneficial ownership of Supplier, either directly or indirectly, which involves a direct or indirect competitor of Buyer; (iii) a sale, lease, exchange, transfer or other disposition, directly or indirectly, of substantially all of either (a) the assets of Supplier or (b) the assets Supplier uses to perform its obligations under an Agreement or Order; or (iv) the entry by Supplier or its Affiliate into any agreement contemplating any of the foregoing transactions.

“Security Interest” means an interest in the assets of Supplier by any third party or parties, collectively, that accounts for a value equal to twenty-five percent (25%) or more of the Supplier’s total assets, including without limitation, real property and the tangible or intangible personal property of the Supplier (including but not limited to interest in Supplier’s tooling, fixtures, receivables and intellectual property rights).

- 33.2. Prior to a potential Change in Control of Supplier or grant of such a Security Interest by Supplier and at least ninety (90) days prior to the proposed effectiveness of such Change in Control or grant of Security Interest, Supplier will promptly notify Buyer in writing thereof (including the identity of and reasonable information regarding the potential third party or parties) and obtain Buyer’s written consent prior to the effectiveness of such Change in Control or grant of Security Interest, consistent with applicable law and confidentiality restrictions. As a condition of granting such consent, Buyer shall have the right to (i) require Supplier to obtain a guarantee from the new controlling party or secured party or other adequate assurances of performance, as applicable, and (ii) extend the effective term of an Agreement for up to an additional thirty six (36) months, under the pricing and other terms and conditions contained herein, by providing written notice thereof to Supplier. In the event such consent is not sought or obtained in accordance with the terms hereof, Buyer shall have, in addition to the rights described above, the right to terminate the Agreement and/or Order, or any portion thereof, for default without a right to cure and without any liability or obligation whatsoever to Supplier for the portion terminated and Buyer’s rights and remedies as set forth in the Section herein entitled “Termination for Default” shall apply.
- 33.3. In addition, in the event Buyer grants its consent to a Change in Control or grant of Security Interest, Buyer shall have one hundred and eighty (180) days following its receipt of notice of the foregoing or the effective date thereof, whichever is later, to inform Supplier, upon thirty (30) days advance written notice, of Buyer’s intention to terminate the Agreement and/or Order, or any portion thereof, with Buyer’s only obligation to pay for those conforming Goods and Services actually received prior to the expiration of such thirty (30) day period. If Buyer chooses to terminate the Agreement and/or Order under this Section and the remaining term of the this MTA is in excess of six (6) months, Supplier shall, at no additional charge to Buyer, (i) provide Buyer with unrestricted access to all information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, utilized by Supplier and necessary for the production of the Goods, (ii) deliver or have unrestricted access to that tooling and test equipment necessary to make or have made the Goods, and (iii) provide to Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, license, with a right to grant sublicenses, to Supplier’s information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to the extent necessary, to enable Buyer to make, have made, use, sell and license the Goods; and assist and compensate Buyer for the costs associated with

transitioning to another supplier or Buyer assuming the production of the Goods itself, protecting the tooling and other equipment necessary for production of the Goods, and taking other reasonable steps to ensure the Goods are produced without interruption according to Buyer's Specifications.

### **34. STOP WORK ORDER**

Buyer may, from time to time, require Supplier to stop all or any portion of the work called for by the Order for a period of up to 120 days at each such time, or such longer period of time as may be required by Buyer's Customers ("Stop Work Period"). Upon receipt of written notice detailing the length and scope of the Stop Work Period, Supplier shall immediately comply with its terms at no charge. Within the Stop Work Period, Buyer may either: (i) cancel the stop-work order and Supplier shall resume work; or (ii) terminate the work covered by the stop-work order, for default or convenience, as the context requires, in accordance with the provisions of the Order. If Buyer has not exercised its rights set forth in either (i) or (ii) above prior to the expiration of the Stop Work Period, then at least 30 days prior to said expiration, Supplier shall notify Buyer of its intent to resume work under the applicable Order and shall obtain Buyer's written consent prior to resuming work.

### **35. FORCE MAJEURE**

- 35.1. Supplier shall be liable for any failure or delay in performance in connection with an Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control and without its fault or negligence, provided Supplier gives Buyer, within 3 days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (an "Excusable Delay"). If a failure or delay in performance is caused by an event affecting any of Supplier's suppliers, such failure or delay shall not be excusable unless such event is an Excusable Delay as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Goods to Buyer. Buyer may cancel any Order without liability to Supplier its purchase of any Goods affected by Supplier's failure or delay in performance and, if the delay is expected to last for a period that could impact deliveries to Buyer's Customers, Buyer may cancel, without liability, any portion of or the entire Order.
- 35.2. Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control, including any cause attributable to Buyer's Customers.

### **36. DUTY TO PROCEED**

Supplier shall proceed diligently with the performance of the Order. Except as expressly authorized in writing by Buyer, no failure of Supplier and Buyer to reach any agreement regarding a dispute related to any Agreement or Order shall excuse Supplier from proceeding.

### **37. ASSURANCE OF PERFORMANCE**

At any time, if Buyer, in its reasonable discretion, believes that Supplier may not have the ability, for any reason, to continue performing any Agreement or Order, including, without

limitation, any material change to Supplier's financial condition, balance sheet, or its credit or similar rating, Buyer may request and Supplier shall provide written adequate assurances from Supplier of its ability, desire and intent to continue performing. Buyer will specify the nature of its concerns, and Supplier will provide Buyer with documents, financial data, or other information needed to satisfy Buyer's concerns including, but not limited to, audited financial statements including monthly profit & loss, balance sheet and cash flow, bank statements, accounts payable aging, profitability by part number including capital / productivity improvements. Further, Supplier will immediately notify Buyer in the event Supplier believes it may be unable to pay its debts when due or there is a material change in Supplier's financial position, balance sheet or its credit or similar rating. In the event either or both Parties have concern about Supplier's ability to continue its performance, the Parties will coordinate to ensure that Buyer receives Goods and/or Services without interruption in accordance with the Order. In particular, Supplier will assist and compensate Buyer for the costs associated with transitioning to another supplier, Buyer assuming the production of the Goods and/or performance of the Services itself, protecting the tooling and other equipment necessary for production of the Goods and/or performance of the Services, and taking other reasonable steps to ensure the Goods are produced and/or Services performed without interruption according to Buyer's Specifications. Buyer shall also have the right to require Supplier to (i) obtain a guarantee from a controlling party of, or a secured party to, Supplier, if applicable, and (ii) implement remedial actions directed by Buyer to improve Supplier's performance under the Agreement and/or Order.

### **38. SETOFF**

Buyer and Buyer's Affiliates may withhold, deduct and/or set off all money due, or which may become due to Supplier arising out of Supplier's performance under any Order or any other transaction with Buyer or Buyer's Affiliates.

### **39. GOVERNING LAW AND DISPUTE RESOLUTION**

- 39.1. The Agreement and any Order shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws of England and Wales without regard to conflicts of law principles, and except that the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980, as amended to date, will not apply. If Supplier or any of its property is entitled to immunity from legal action on the grounds of sovereignty or otherwise, Supplier hereby waives and agrees not to plead such immunity in any legal action arising out of the Agreement and/or Order.
- 39.2. The Parties shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this Agreement. If the matter is not resolved through such efforts within sixty (60) days of a Party identifying a dispute in writing to the other Party, it shall be finally settled through binding arbitration under the rules of the London Court of International Arbitration ("LCIA") by one arbitrator appointed in accordance with the said Rules. The Place of arbitration shall be London, England and the language to be used in the arbitral proceedings shall be English. The Parties will hold the proceedings and subject matter of the Arbitration confidential and shall make reasonable efforts to ensure that any participants are also so bound.

- 39.3. If the Parties reach a settlement of any dispute, whether such settlement is obtained by referral to the LCIA or otherwise, such settlement shall be reduced to writing and once executed by a Party shall be binding on such Party.
- 39.4. The Parties agree to bear their own costs and expenses in relation to any dispute mediated by the LCIA.
- 39.5. Either Party may (i) resort to a formal legal proceeding for equitable relief at any time and (ii) institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.
- 39.6. The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any rights of termination that are expressly set forth herein.

#### **40. ORDERS UNDER U.S. GOVERNMENT CONTRACTS**

For Orders issued under contracts between Buyer and the U.S. Government or subcontracts at any tier under U.S. Government contracts, the provisions of the “TC-UPDATE” and the version of “Flowdown of U.S. Government Provisions and Clauses Under U.S. Government Contracts” in effect on the date of the particular Order shall apply. These provisions are made available at the RTX Supplier Site.

#### **41. DIVERSITY**

For work performed in the United States under Orders placed by U.S. Buyers, Supplier shall exercise reasonable commercial efforts to use Diverse Business Enterprises (“DBEs”), as such term is more particularly defined at the RTX Supplier Site. The overall target (i.e., dollar value, percentage of purchases, etc.) for purchases made from DBEs may be set forth in the Order.

#### **42. NEWS, RELEASES, PUBLICITY AND OTHER DISCLOSURES**

Supplier shall not make or authorize any news release, advertisement, or other disclosure that relates to the Agreement or Order or the relationship between Buyer and Supplier, deny or confirm the existence of the Agreement or Order or make use of Buyer's name or logo without the prior written consent of Buyer.

#### **43. DELAYS**

Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.

#### **44. REMEDIES**

Supplier shall be liable for any costs, expenses and damages incurred by Buyer related to or arising from Supplier's acts or omissions under the Agreement and/or Order. Except as expressly provided herein, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

#### **45. PARTIAL INVALIDITY**

If in any instance any provision of the Agreement or Order shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms unless the purposes of the Agreement or Order can no longer be preserved by doing so. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable, to the extent permissible by applicable law.

#### **46. SURVIVAL**

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Agreement or Order, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of Intellectual Property and Proprietary Information), and product support obligations shall survive the expiration or termination of the Agreement or any Order.

#### **47. NO WAIVER**

No failure of any Party to exercise any right under, or to require compliance with, the Agreement or Order, or knowledge of past performance at variance with the Agreement or Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.

#### **48. RELATIONSHIP OF THE PARTIES**

The relationship between Supplier and Buyer will be that of independent contractors and not that of principal and agent, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has any authority to bind or enter into commitments on behalf of the other.

#### **49. CAPTIONS**

The captions, headings, section numbers, and table of contents appearing in the Agreement and Order have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of the Agreement or Order, or any provision thereof.



## **50. INTERPRETATION**

These Terms and Conditions and any Agreement and/or Order shall be construed as if drafted jointly by the Parties and no provision in these Terms and Conditions, any Agreement and/or the Order shall be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision.

## **51. ORDER OF PRECEDENCE**

51.1. The order of precedence provision in an Agreement, if any, shall prevail over this Section.

51.2. In the event of any conflict or inconsistency between the provisions applicable to the Order and these Terms and Conditions, such conflict or inconsistency shall be resolved by giving precedence to the provision in the following order of priority:

51.2.1. any written, non-preprinted express terms contained in any Order;

51.2.2. any Buyer-issued Specifications and work statements incorporated by Buyer in any Order;

51.2.3. the terms of any Program Specific Documents incorporated into the Order;

51.2.4. these Terms and Conditions; and

51.2.5. pre-printed terms and conditions on Buyer's Orders and terms incorporated in the Order not described in the Subsections above.

51.3. Supplier shall promptly and duly execute and deliver to Buyer such further documents and take such further actions as Buyer may from time to time reasonably request in order to effectively carry out the intent and purpose of the Agreement and/or Order.

## **52. Third Party Rights**

Except as expressly provided herein or in the Order, a person who is not a party to the agreement formed in relation to the Order shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Order, these Terms and Conditions or the Agreement

## **53. PROHIBITED TELECOMMUNICATIONS EQUIPMENT & SERVICES**

53.1. Supplier recognizes that RTX, Buyer, and their respective Affiliates are subject to Section 889 of the National Defense Authorization Act for Fiscal Year 2019 ("Section 889"), which prohibits prime contractors to the U.S. government from using (regardless of end use) "covered telecommunications equipment or services", as such term is defined in Section 889 ("Prohibited Telecom").

53.2. Supplier represents that it shall not furnish to Buyer any Goods or Services that use or contain Prohibited Telecom.

- 53.3. Supplier commits to (i) have in place a supply chain policy and processes to determine whether it furnishes, or has furnished, to Buyer Goods, separately-identifiable items or components of Goods, or Services that use or contain Prohibited Telecom; (ii) notify Buyer, within one business day of Supplier's identification, of the use or existence of Prohibited Telecom in the Goods and/or Services it furnishes, or has furnished, to Buyer (a "Prohibited Telecom Use Notice"), which shall include the brand, model number, and item description of such Goods and/or Services; and (iii) within ten (10) business days of Supplier's submission of a Prohibited Telecom Use Notice, provide Buyer with such further available information as Buyer may request about such Supplier's use of Prohibited Telecom in the Goods and/or Services it furnishes, or has furnished, to Buyer, and the efforts Supplier has taken, and will take, to prevent the use of Prohibited Telecom in the Goods and/or Services it furnishes to Buyer.
- 53.4. Supplier shall require its subcontractors to satisfy the requirements of this Section.

## **ATTACHMENT A**

### **Additional Insurance Coverage Requirements**

In addition to the insurance requirements set forth in the Section of these Terms and Conditions entitled "Insurance", Supplier shall secure, maintain and require its subcontractors to maintain, the following additional insurance coverages and limits relevant to Supplier's performance of the Order:

#### **General Liability Coverage and Limits:**

If Supplier is providing asbestos abatement/removal, armed security services, demolition work, fire/sprinkler installation, general construction, excavation work, plumbing work (new installation, re-work, building wide systems) electrical work (new installation, rework, building wide systems), supplier must maintain Commercial General Liability insurance in the minimum amount of \$10,000,000.

#### **Automobile Liability Coverage and Limits:**

If Supplier is operating motor vehicles in performance of the Order, Supplier must maintain the following coverage and limits:

Private Passenger Vehicles: \$1,000,000 per accident covering all owned, non-owned, and hired vehicles.

Commercial Vehicles: \$5,000,000 per accident covering all owned, non-owned, and hired vehicles.

#### **Professional Liability Coverage and Limits:**

If Supplier is providing any computer software (other than standard, off the shelf, non-customized software), computer coding or algorithms, or information technology services and/or non-commercial communications products and services or technology products and services, Supplier must maintain Technology Errors & Omissions Liability Insurance in the minimum amount of \$10,000,000.

If Supplier will process or store RTX Information, including Buyer Personal Information, in its possession through an arrangement to externally host data, or Supplier is responsible for managing or having access to Buyer's network, Supplier must maintain Network Security and Privacy Liability Insurance, as part of a Professional Liability (E&O) Insurance policy or as stand-alone "Cyber Coverage", in the minimum amount of \$10,000,000.

If the Supplier is providing architect and engineering services, including, but not limited, to designs and/or structural calculations, the Supplier must maintain Architects & Engineers Professional Liability Insurance in the minimum amount of \$5,000,000.

If the Supplier is providing consulting services, media services and/or other professional services, Supplier must maintain Professional Liability (Errors and Omissions) Insurance in the minimum amount of \$1,000,000.

For a claims-made-policy, the retroactive coverage date shall be no later than the effective date of the A and coverage shall be maintained for a period of three (3) years after expiration or termination of the Agreement and any Order.

**Aviation Liability, Completed Operations Liability Coverage and Limits:**

If Supplier will use an aircraft in performance of any Order, Supplier must maintain Hull All Risks Insurance in an amount not less than fair market value of the aircraft, including Hull War and Allied Perils.

For manned aircraft used for test flight purposes when (i) Supplier will pilot the aircraft, (ii) the test flight path will be over unpopulated areas and (iii) there will be no Buyer personnel onboard, Supplier must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$5,000,000 per occurrence.

For manned aircraft used for test flight purposes when Supplier is chartering or leasing an aircraft (piloted by Supplier) (i) with 10 seats (or its equivalent if seats are removed) or less, or a test flight with Buyer personnel on-board, Supplier must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$50,000,000 per occurrence; (ii) with 11-15 seats (or its equivalent if seats are removed) on the aircraft, Supplier must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$100,000,000 per occurrence; or (iii) with 16 or more seats (or its equivalent if seats are removed) on the aircraft, or any wide body, or specialty jet aircraft, Supplier must maintain Aviation Liability, including war risk liability (AVN52) with a minimum limit of \$200,000,000 per occurrence. Such coverage must be world-wide and not have a per passenger sublimit when passengers are onboard.

If the Supplier will use a Drone / UAV / UAS in performance of any Order, Supplier must maintain Aviation Liability with a minimum limit of \$2,000,000 if 55 lbs. or less; or \$5,000,000 if over 55 lbs.

Such insurance coverage shall remain in effect for two (2) years after the expiration or termination of the Agreement and any Order.

**Hangarkeepers Legal Liability Insurance Coverage and Limits:**

If Supplier will have a Buyer aircraft (or an aircraft for which Buyer is responsible) stored, maintained, repaired, and/or refueled on Supplier's premises/hangar; and/or Supplier will have care, custody and control of the aircraft for any reason, Supplier must maintain Hangarkeepers Legal Liability Insurance in the minimum amount of \$50,000,000 per aircraft/per occurrence.<sup>ii</sup>

Such insurance shall remain in effect for two (2) years after the expiration or the termination of the Agreement and any Order.

**Aircraft Products Liability Coverage and Limits:**

In performance of any Order, if Supplier will be providing original or spare component parts for any aviation product, including, but not limited to, commercial or military jet engines, missiles, or will provide service to an aircraft (e.g., helicopters, missiles, spacecraft, satellites, launch vehicles), or supplying products for an aircraft, including ground support or control equipment; spare parts for aircraft; repair services for aircraft, the Supplier must maintain Aircraft Products

Liability and Completed Operations Insurance in the minimum amount of (\$50,000,000 per occurrence for: (i) product, component parts, materials which are classified as Flight Safety Parts (FSP), or its equivalent, or having Critical Characteristics (CC), or its equivalent, in accordance with the current revision of ASQR and/or any documents referenced therein and are critical to the successful take-off, landing or flight of an aircraft (ii) the propulsion, telemetry or guidance of a missile, or satellite, or detection used in a radar.

Such insurance coverage shall remain in effect for two (2) years after the expiration or termination of the Agreement and any Order.

**All Risk Property Insurance / Builder's Risk Coverage and Limits:**

If Supplier will have custody and control (via a bailment agreement or similar agreement) over any Buyer or Buyer's Customer owned equipment or materials, for which it has risk of loss, Supplier must maintain All Risk Property Insurance, including extended coverage for flood and earthquake, for all equipment and materials in Supplier's custody and control used in performance of the Order against loss or damage resulting from any insurable causes. The policy must include business interruption and terrorism coverage, with replacement cost value at one hundred percent (100%). In the case of third party storage facilities or warehouses, the limit of insurance shall be in the minimum amount of \$5,000,000. Notwithstanding the foregoing, minimum All Risk Property Insurance limits for third party logistics (3PL) services shall be set forth in applicable Order.

If the Order requires Supplier to insure the property while the buildings or structures are being constructed, Supplier must maintain All Risk Builder's Risk Property Insurance, upon the entire project, including work and materials, for the full replacement cost at the time of loss. This insurance shall include as "named insureds," the owner of the property and Buyer, and as "additional insureds," the engineer and suppliers at any tier. The policy shall provide All Risk coverage to insure against direct risk of physical loss or damage including, but not limited to: terrorism; flood or other water damage; earthquake or other earth movement; property in transit; off-site temporary storage; damage resulting from defective design, faulty workmanship, or materials; or delay in start-up (soft cost), business interruption; boiler and machinery; delay in opening; and testing (both hot & cold).

**Crane and Riggers Legal Liability or Installation Floater Coverage and Limits:**

If, in performance of the Order, Supplier is operating a crane, or using rigging materials or equipment to lift, move and set in place property of Buyer, Supplier must maintain Crane / Riggers Liability Insurance (via an inland marine policy or by attaching a riggers liability endorsement to the CGL policy that modifies or deletes the "care, custody or control" exclusion) for 100% replacement cost value of the asset / equipment being lifted at any one time in the minimum amount of \$1,000,000.

If, in performance of the Order, Supplier will be installing, fabricating or erecting project materials for Buyer, an Installation Floater is required (via an inland marine or property insurance policy) for 100% replacement cost value of the property (materials, supplies, machinery, fixtures and equipment) during the transport and until the installation work is completed and is accepted by Buyer.

Note: The Installation Floater may be used to satisfy the Crane / Riggers Liability Insurance requirement should such Installation Floater be broad enough to cover both rigging and installation risks.

**Marine Transit Insurance:**

If, in performance of the Order, Supplier will be shipping product and risk of loss passes to Buyer upon receipt of Goods at Buyer's facility or third party drop shipment point, Supplier must maintain adequate insurance pursuant to any Supply Chain/Logistics Corporate Wide Agreement in the minimum amount of \$250,000 per conveyance. Such insurance shall insure shipments by all modes of transportation until delivery and acceptance by Buyer.

**Contractors Pollution Liability or Environmental Impairment Liability Coverage and Limits:**

If Supplier is producing hazardous waste emissions during manufacturing, performing environmental services, waste depository services and/or performing construction related services, including but not limited to excavation, demolition/site work, concrete contracting services, drilling (or any subsurface work), interior/exterior renovation projects and/or asbestos abatement contractors, Supplier must maintain Contractors Pollution Liability coverage or an Environmental Impairment Liability insurance coverage in the minimum amount of \$5,000,000.

For a claims-made-policy, the retroactive coverage date shall be no later than the effective date of the Agreement or Order and coverage shall be maintained for a period of three (3) years after expiration or termination of the Agreement and any Order.

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<sup>i</sup> Commercial means all vehicles, other than passenger vehicles (e.g., box trucks, food trucks, work vans, and service utility trucks).

<sup>ii</sup> In-Flight Hangarkeepers Legal Liability Insurance is required when Supplier will have care, custody and control of the aircraft while in-flight.