



UNITED TECHNOLOGIES CORPORATION

**STANDARD TERMS AND CONDITIONS OF PURCHASE
INDIRECT**

DECEMBER 2019

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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 any 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 UTC Supplier Site, as modified from time to time by Buyer.
- 1.4 “Buyer” means United Technologies Corporation (“UTC”) or the Affiliate thereof that issues an Order referencing the Agreement and/or these Terms and Conditions.
- 1.5 “Buyer Personal Information” shall mean any information or data provided (directly or indirectly) or made accessible to Supplier or its agents, representatives, or subcontractors in connection with the Agreement, any Order, and the transactions thereunder 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” shall mean 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.
- 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 “FAA” means the U.S. Federal Aviation Administration.
- 1.11 “Goods” means goods, parts, supplies, software, technology, drawings, data, reports, developed materials, work product, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, an Order, and where the context requires such Services as are necessary and incidental to the delivery of Goods under any Order. For clarity, changes made by Buyer to the description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.
- 1.12 “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.

- 1.13 “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) Customs regulations, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vi) applicable customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.
- 1.14 “Order” means a paper or electronic document sent by Buyer to Supplier or an entry in the Delivery System, to initiate the ordering of Goods or Services, 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 Agreement.
- 1.15 “Party” or “Parties” shall mean Buyer and/or Supplier, individually or collectively, as the context requires.
- 1.16 “Process” means with respect to UTC Information, to use, access, manipulate, modify, disclose, store (including backup), transmit, transfer, retain, and dispose of such UTC Information.
- 1.17 “Services” means services (whether or not ancillary to a sale of Goods) described in Orders, the purchase of which is governed by the terms of this Agreement
- 1.18 “Specifications” means all requirements with which Goods and Services and performance hereunder must comply, as specified or referenced by Buyer in Orders, including, without limitation, ASQR or its then-current successor, drawings, instructions, and standards, on a Buyer web site or elsewhere, as such requirements are modified from time to time by Buyer.
- 1.19 “Supplier” means the legal entity providing Goods and/or Services or otherwise performing work pursuant to an Order or Agreement.
- 1.20 “Supplier Personnel” shall mean Supplier’s employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Supplier in the performance under an Order or Agreement.
- 1.21 “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.

- 1.22 "Terms and Conditions" means these United Technologies Corporation Standard Terms and Conditions of Purchase - Indirect.
- 1.23 "UTC 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 UTC 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.
- 1.24 "UTC Supplier Site" means <https://utc.com/suppliers>, which URL may change from time to time. Any such change shall not affect the applicability of the material referenced therein.

2. 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, 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.

3. Specifications

Supplier shall comply with all Specifications. Supplier shall immediately notify Buyer, in writing, of any failure of Supplier, the Goods and/or the Services to comply with the Specifications.

4. Payment

- 4.1 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 delivery requirements and (ii) Buyer's invoicing requirements have been satisfied.
- 4.2 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."

5. Delivery

- 5.1 Supplier shall use the Delivery System as directed by Buyer.

- 5.2 The delivery information in the Delivery System shall establish the Delivery Dates for the Goods and Services. Supplier shall only ship in accordance with the rules established by the Delivery System, and shall make use of the bar codes and other documentation generated by the Buyer System.
- 5.3 Time is of the essence in Supplier's performance of an Order, and Supplier shall deliver Goods and perform Services by the Delivery Date.
- 5.4 Shipment shall be to the location directed by Buyer. In the absence of delivery instructions in the Delivery System or in an Order, the delivery terms for Goods shall be DDP Buyer's facility (Incoterms 2010). 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.
- 5.5 Buyer may from time-to-time adjust its delivery schedules, and unless otherwise agreed in writing, such changes in schedule shall not affect the prices of the Goods and/or Services ordered. Buyer may defer payment or return at Supplier's expense, any Goods and/or Services delivered in advance of the scheduled Delivery Date or in excess of the quantity specified for such items.
- 5.6 Supplier shall give Buyer at least 180 days prior written notice of the permanent discontinuance of production of items covered by Orders, provided, however, that compliance with this provision shall in no way relieve the Supplier from its obligations under the Order.

6. Inspection, Acceptance, and Rejection

- 6.1 All Goods and/or Services being provided to Buyer's Specifications covered by the Order may be inspected and tested by Buyer or its designee, at all reasonable times and places, including during manufacture. Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests.
- 6.2 Goods and/or Services furnished hereunder shall have zero defects, and Supplier has the obligation to properly inspect such items prior to delivery to Buyer. If any Goods and/or Services covered by the Order are defective or otherwise not in conformity with the requirements of the Order, Buyer may, (i) rescind the Order as to such Goods and/or Services, and rescind the entire Agreement if such defect or non-conformity materially affects Buyer; (ii) accept such Goods and/or Services at an equitable reduction in price; or (iii) reject such Goods and/or Services and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such Goods and/or Services are replacements. If Supplier fails to deliver required replacements promptly, Buyer may (i) replace, obtain or correct such Goods and/or Services and charge Supplier the cost occasioned Buyer thereby, and/or (ii) terminate the Order for cause.
- 6.3 Rejected Goods and/or Services may be returned to Supplier at Supplier's cost.
- 6.4 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 nonconforming Goods and/or Services, 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. 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 pursuant to the Section hereof entitled Delivery, and 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, and 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, in each case at no additional charge. 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, including but not limited to labor and other costs related to transportation, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, 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.

7.6 Except for permits and/or licenses required by statute or regulation to be obtained by Buyer, Supplier agrees to obtain and maintain - at its own expense - all permits, licenses, and other forms of documentation required by Supplier in order to comply with all existing national, state, provincial, or local laws, ordinances, and regulations, or of other governmental agency, which may be applicable to Supplier's performance of work hereunder. Buyer reserves the right to review and approve all applications, permits, and licenses prior to the commencement of any work hereunder.

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 (a "Claim"). Supplier's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including occupational disease whenever occurring), or death of Supplier employees.

8.2 Supplier shall, upon written notice from Buyer, 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.

8.3 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.

9. Product Support Obligation

Supplier shall maintain, at its expense, the ability to, and shall, provide, at no additional cost to Buyer, product support for the Goods and/or Services during the Term of the Agreement and for 10 years after the last Order is placed by Buyer under this Agreement.

10. Taxes

10.1 Unless otherwise stated in this 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 this Agreement or the Order. 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 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.
- 10.3 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.

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/or 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, but excluding financial books and records), 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 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.

- 11.4 In addition to any other inspection or audit rights granted to Buyer hereunder, Buyer (and Buyer's authorized representatives) may inspect and audit, on reasonable notice, Supplier's financial books and records if the Order: (i) is a time and material order, (ii) is a cost-based order, or (iii) provides for advance or progress payments based on costs incurred by Supplier.

12. Buyer Property

All tools, equipment dies, gauges, models, drawings, or other materials furnished by Buyer to Supplier or made by Supplier for the purpose of this Agreement or paid for by Buyer and all replacements thereof and materials attached thereto, shall be and remain the property of Buyer. All Buyer's property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Supplier as being Buyer's property, will at Supplier's expense be safely stored (separate and apart from Supplier's property whenever practicable) and maintained and will be kept free of all liens, claims, encumbrances, and interests of third parties. Supplier shall be responsible for loss of and damage to Buyer's property. Supplier will not substitute any property for Buyer's property, will not deliver or make available to any third party any of Buyer's property or any property or goods developed, manufactured, or created with the aid of any of Buyer's property and will not use any of Buyer's property or any property or goods manufactured, developed or created with the aid of Buyer's property, except in fulfilling the Orders of Buyer. Upon completion by Supplier of the Order, or upon the written request of Buyer at any time, Supplier will prepare all Buyer's property for shipment and deliver such property to Buyer in the same condition as originally received by Supplier, reasonable wear and tear excepted. Buyer shall have the right, at all reasonable times, upon prior notice to enter Supplier's premises to inspect any and all Buyer's property and any property or goods manufactured, developed, or created with the aid of any Buyer's property. Should Supplier be unable to deliver Goods pursuant to this Agreement, Buyer, by written notice, may vest in itself title to finished parts, raw materials, or work in process associated with this Agreement or the Order and Supplier shall deliver all such material and other Buyer property to such location or locations outside its facility as may be designated by Buyer.

13. Changes

- 13.1 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 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.
- 13.2 If any Changes cause an increase or decrease in the cost, time required for the performance, or otherwise affect any other provision of the Order, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Supplier's claims for adjustment under this section shall be deemed waived unless asserted in writing (including

the amount of the claim) and delivered to Buyer within 15 days from the date Supplier receives the Change order.

14. Insurance

- 14.1 Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier agrees to secure and carry as a minimum the following insurance with respect to all work to be performed and Goods to be produced under the Agreement and any Order for the duration of the Agreement and any Order: (i) 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; (ii) 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; (iii) if Supplier vehicles are used on Buyer's premises and/or used to accomplish work under the Agreement and any Order or otherwise on behalf of Buyer, Automobile Liability Insurance and Umbrella Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a minimum combined single limit of \$2,000,000 for any one accident; (iv) if Supplier or its subcontractors have Buyer's materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; (v) if Supplier is performing professional services on behalf of Buyer, Supplier shall maintain Professional Liability Insurance with a limit of no less than \$5,000,000 per claim; (vi) if Supplier is rendering computer, coding or information technology services and/or technology products on behalf of Buyer, Technology Errors and Omissions Liability Insurance with a limit of not less than \$25,000,000 per claim, which insurance shall include, at a minimum, coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render such services and products, computer or information technology services and technology products covering the acts of Supplier and its subcontractors; and (vii) if Supplier is providing any software, code or algorithms (other than standardized off-the-shelf, non-customized software), has access to Buyer's or Buyer's Customers' computer systems and databases, or will Process any UTC Information on Supplier's systems, Privacy and Network Security (Cyber) insurance, in an amount not less than \$25,000,000 per claim, which insurance shall include, at a minimum, protection for privacy breach, system breach, denial or loss of service, introduction, implantation, or spread of malicious software code, and unauthorized access to or use of computer systems covering the acts of the Supplier and its subcontractors.
- 14.2 The following shall apply if Supplier is providing product, component parts, materials or work to be incorporated in aircraft where such products, parts or materials 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: Supplier shall maintain Aviation Product Liability, Completed Operations Liability and, if applicable to the Goods or Services, Hangarkeepers Liability Insurance coverage in a minimum amount of Combined Single Limit of \$50,000,000.00 for any one occurrence and in the aggregate where applicable, including AV52 coverage (War Risks Insurance). Such insurance shall remain in effect for 2 years after the expiration or termination of the Agreement and any Order.

- 14.3 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.
- 14.4 The insurance coverages described above shall be in 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 UTC 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 UTC and Buyer as a loss payee, shall be filed with Buyer upon execution of the 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 UTC 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 the 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.
- 14.5 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.
- 14.6 Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the insurance policies described above 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. Supplier shall require its subcontractors to maintain insurance in the amounts and types required by this Section.

15. Termination for Convenience

- 15.1 Buyer may, at any time, terminate all or part of the Order or Agreement, for its convenience upon written notice to Supplier.
- 15.2 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.

- 15.3 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 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.
- 15.4 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.
- 15.5 Notwithstanding anything to the contrary in these Terms and Conditions or the Agreement, Buyer shall not be liable to Supplier for any costs or damages whatsoever for a termination for convenience with respect to a particular aircraft program of any of Buyer's Customers, if the termination is due to the cancellation, in whole or in part, of such aircraft program by Buyer's immediate customer(s) or Buyer's ultimate customer(s) or the bankruptcy or insolvency of such customer(s).

16. Termination for Default

- 16.1 Buyer may, by written notice, terminate the 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").
- 16.2 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 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."
- 16.3 If the Order 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) provide technical and transition assistance, including continuing to provide access to UTC Information stored by Supplier until delivered to Buyer or Buyer's designee; 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 use, sell and license the Goods and/or perform, or have performed, the Services.

- 16.4 In addition to and not in lieu of any other Buyer rights, at Buyer's request, upon termination or expiration of the this Agreement, an Order, or any portion thereof, Supplier will provide technical and transition assistance services ("Transition Services") pursuant to these Terms and Conditions to ensure an orderly and timely transfer to Buyer or a third party at no increased rate charges to Buyer. As part of such Transition Services, Supplier will use commercially reasonable efforts to perform assistance as reasonably requested by Buyer to: (a) facilitate an orderly transition, including assisting with preparing and planning for transition, timely execution of the transition plans and post-transition support and assistance; (b) continue to provide the Deliverables in accordance with the Agreement, these Terms and Conditions, and any Order; and (c) perform such other transition assistance required to minimize disruption in Buyer's operations. Supplier shall continue to provide access to UTC Information (as defined herein) stored by Supplier until delivered to Buyer or Buyer's designee, and, in compliance with applicable laws, shall thereafter delete and/or destroy all copies thereof in accordance with these Terms and Conditions or the Agreement.
- 16.5 In addition to and not in lieu of other rights to Intellectual Property otherwise set forth in the Agreement or 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 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) provide technical and transition assistance in order to ensure Buyer's continuing requirements for Goods and/or Services including continuing to provide access to UTC Information stored by Supplier until delivered to Buyer or Buyer's designee.
- 16.6 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 Termination for Convenience Section. In such case, Supplier shall not be entitled to any remedy other than as provided for in the Termination for Convenience Section.

17. Intellectual Property Rights (for non-U.S. Government Orders)

- 17.1 "Background Intellectual Property" shall mean all Intellectual Property other than Foreground Intellectual Property.
- 17.2 "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.
- 17.3 Each Party retains its existing rights in Background Intellectual Property.

- 17.4 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 that come under one of the categories of "Works Made for Hire" in 17 U.S.C. §101 shall be considered "Works Made for Hire." For any works of authorship that do not come under such categories, Supplier, warranting that it has the right to do so, 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.
- 17.5 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.
- 17.6 Supplier hereby grants and promises 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.
- 17.7 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.
- 17.8 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.
- 17.9 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.

18. Intellectual Property Indemnification

- 18.1 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 ("IP Claim").
- 18.2 Supplier shall not be liable for any IP 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 IP Claim or potential IP Claim and did not promptly notify Buyer in writing.
- 18.3 Supplier shall, upon written notice from Buyer of an IP Claim, promptly assume and diligently conduct the entire defense of an IP 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 an IP 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.
- 18.4 Buyer may supersede Supplier in the defense of any IP 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 IP Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.
- 18.5 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 IP 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.

19. Proprietary Information

- 19.1 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 such Order and/or the 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.
- 19.2 "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 the 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 the Order.
- 19.3 Unless Supplier has received Buyer's express written consent to the contrary, Supplier shall (i) use the Proprietary Information solely for the purposes of the 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.
- 19.4 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.
- 19.5 The Order shall not 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.
- 19.6 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 the Order provided that the obligations of this Section are fulfilled by Supplier.

- 19.7 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.
- 19.8 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.
- 19.9 Unless required otherwise by law or the Order, Supplier shall promptly return, or otherwise dispose of Proprietary Information as Buyer may direct. Absent contrary instructions, Supplier shall destroy all Proprietary Information 1 year after termination or completion of the Order and provide written acknowledgement to Buyer of such destruction.
- 19.10 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:

This document contains the property of United Technologies Corporation and/or a United Technologies Corporation Affiliate. You may not possess, use, copy or disclose this document or any information in it for any purpose, including without limitation to design, manufacture, or repair parts, or obtain FAA, Transport Canada Civil Aviation (TCCA) or other government approval to do so, without express written permission. Neither receipt, from any source, nor possession of this document, constitutes such permission. Possession, use, copying or disclosure by anyone without express written permission of United Technologies Corporation and/or the United Technologies Corporation Affiliate issuing the Order is not authorized and may result in criminal and/or civil liability.

- 19.11 Notwithstanding any proprietary or confidential labels or markings, all information of Supplier disclosed to Buyer relating to the 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. Moreover, Buyer may disclose all Supplier information, in accordance with applicable governmental regulations, to the FAA, the European Aviation Safety Agency (EASA), 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.
- 19.12 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 Purchase 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.
- 19.13 Supplier agrees to notify Buyer in writing and to obtain Buyer's written consent, not to be unreasonably withheld, prior to manufacturing any parts for another entity that have the

same form, fit and function as any parts Supplier manufactures for Buyer using Proprietary Information. Supplier's notification shall describe the parts to be manufactured for the other entity, identify the corresponding parts Supplier manufactures for Buyer and provide Buyer with sufficient information to demonstrate that Supplier will manufacture such parts without reference to or use of Proprietary Information. If Supplier manufactures or sells any such parts without obtaining Buyer's written consent (or applies for or assists another entity in obtaining FAA or other government approval for such parts), then it shall be considered a breach of the Order and Buyer shall be entitled to injunctive relief and such other remedies as a court may order.

- 19.14 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).
- 19.15 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.

20. Security for UTC Information

The following provisions are applicable whenever the Supplier will Process UTC Information.

- 20.1 In addition to capitalized terms used herein but defined elsewhere in the Agreement and/or Order, the following term shall have the following meaning:

"Security Incident" means (i) any circumstance that involves, or which a Party reasonably believes may involve, (A) the accidental or unauthorized access, use, disclosure, modification, storage, destruction or loss of UTC 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 UTC 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 UTC Information; or (iii) any breach of Supplier's representations or covenants in this Agreement and/or Order regarding safeguarding of UTC Information.

- 20.2 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, and (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 UTC Information from unauthorized access and use; (B) guard against Security Incidents; and (C) demonstrate compliance to 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. As between the

Parties, all UTC Information will at all times remain the sole property of Buyer, and Supplier will not have or obtain any rights therein.

20.3 Supplier further agrees to:

20.3.1 Only Process or transfer UTC Information to authorized third parties in performance of its obligations under the Agreement and/or Order, in conformance with this Agreement, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of UTC 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.

20.3.2 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.

20.3.3 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 UTC Information and (ii) best efforts to segregate (physically or logically) all UTC Information into a separate database only accessible by Buyer, and its agents and those employees and agents of Supplier that require access to provide 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, Supplier will Process UTC Information (including for back-up purposes) only on servers located in the countries specified in writing by Buyer, and will not transfer (and will not authorize Supplier Personnel to transfer) UTC Information to, or permit or enable Processing of UTC Information in, any country other than those specified in writing by Buyer for any purpose without Buyer's prior written consent.

20.3.4 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 the terms of the Agreement, including the privacy compliance and data security requirements.

20.3.5 Use, and will cause Supplier Personnel to use, adequate forms of encryption or other secure technologies at all times in connection with the Processing of UTC Information, provided such Processing is 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) 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.

- 20.3.6 Provide Buyer, prior to any termination or expiration of the Agreement or Order, with a termination plan that addresses how UTC Information will be accessed by Buyer until returned to Buyer or destroyed, as Buyer may direct, at the end of this Agreement or Order, including backup and archival information, and how all UTC Information will be permanently 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.
 - 20.3.7 Provide information to and reasonably cooperate with Buyer in response to any subpoena or investigation seeking UTC Information in the possession of Supplier. Supplier shall promptly notify Buyer upon the receipt of any request requiring that UTC Information be supplied to a third party.
 - 20.3.8 Not provide UTC 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 (i) all of the requirements of this provision are applicable to their performance, and (ii) Buyer shall have the right to perform the audits described above.
- 20.4 Unless otherwise prohibited by law or regulatory authorities, Supplier will provide to Buyer prompt written notice of (i) any failure to meet the then current standards for information security, and (ii) any and all reasonably suspected and/or confirmed Security Incidents. Such notice will summarize in reasonable detail the impact on Buyer or any individuals affected by such Security Incidents and the corrective action and remediation efforts taken or proposed to be taken by Supplier. Promptly following any 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 reasonably agree to be necessary, reasonable or appropriate under the circumstances commensurate with the nature of the Security Incident or failure, or as requested by any government body. To the extent a Security Incident is caused by the acts, omissions, or breach of Supplier, Supplier will be responsible for all costs, expenses, and damages including, without limitation, the reasonable costs of re-testing performed to verify that any Security Incident has been remediated.

21. Supplier Personnel

- 21.1 Supplier shall establish key Supplier Personnel for each project in the applicable Order. Supplier shall use commercially reasonable efforts to retain Supplier Personnel who are reasonably considered by Buyer to be critical to the performance of the Services under an Order. Upon termination or resignation of any key Supplier Personnel, Supplier shall provide notice to Buyer of such termination or resignation and promptly identify a suitable replacement with no disruption to performance hereunder.

- 21.2 Supplier will be responsible and liable for the acts and omissions of Supplier Personnel in connection with the provision of the Deliverables as if such acts or omissions were Supplier's acts or omissions. Supplier will ensure that all Supplier Personnel are (trained regarding, advised of and comply with the provisions of any Order.
- 21.3 Supplier is responsible for any and all discipline of its Supplier Personnel. Buyer may require Supplier to replace any Supplier Personnel who are not in compliance or performing to Buyer's reasonable satisfaction, at any time.

22. Access to Facilities, Systems or UTC Information

These provisions apply whenever Supplier Personnel will be granted access to Buyer's and/or Buyer's Customers' (i) facilities, (ii) computer systems, databases, and/or UTC 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:
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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 UTC Information, security clearance, applicable training, drug screening, credit check, technology control plans, intellectual property agreements and compliance with other site-specific policies and procedures. Buyer reserves the right, in its sole discretion, to escort Supplier Personnel off Buyer's premises during an event of misconduct and/or to bar Supplier Personnel from a Facility.

- 22.6 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.
- 22.7 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 Agreement and/or Order and shall not constitute an "Excusable Delay" as set forth in the Section herein entitled "Force Majeure."
- 22.8 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.
- 22.9 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 UTC Supplier Site.

23. Data Privacy

- 23.1 Supplier shall:
- 23.1.1 comply with all applicable Data Privacy Laws and promptly notify Buyer in writing if Supplier believes that collecting or Processing Buyer Personal Information pursuant to this Data Privacy Section (including subparts) infringes Data Privacy Laws;
- 23.1.2 only collect, access, use, or share Buyer Personal Information, or transfer Buyer Personal Information to authorized third parties, in performance of its obligations under the Agreement and/or Order(s) issued thereunder, in conformance with Buyer's instructions, or to comply with legal obligations. Supplier will not make any secondary or other use (e.g., for the purpose of data mining) of Buyer Personal Information except (i) as expressly authorized in writing by Buyer, or (ii) as required by law;

- 23.1.3 not allow any third party to Process Buyer Personal Information except to provide services under the Agreement and/or Order or as required by law. If Supplier does allow a third party to Process Buyer Personal Information, Supplier shall:
- 23.1.3.1 be responsible for the acts and omissions of any subcontractor or other such 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;
 - 23.1.3.2 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 Section; and
 - 23.1.3.3 only share, transfer, disclose, or provide access to a third party to the extent that such conduct is compliant with applicable Data Privacy Laws;
- 23.1.4 take commercially reasonable steps to ensure: (i) the reliability of Supplier Personnel who have access to the Buyer Personal Information; (ii) that access to Buyer Personal Information by Supplier Personnel is on a need-to-know basis; (iii) and 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;
- 23.1.5 provide such information, assistance, and cooperation as Buyer may reasonably require from time to time to establish Supplier's compliance with Data Privacy Laws;
- 23.1.6 upon Buyer's request, permit Buyer to hire third party external auditors to verify Supplier and third party compliance with their obligations under this Agreement. Additionally, upon request, Supplier shall provide Buyer with any audit reports issued under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SSAE 18, SOC 2, OR ISAE 3402 that covers Buyer Personal Information;
- 23.1.7 will maintain reasonable and appropriate technical, physical, and administrative safeguards intended to protect Buyer Personal Information. These measures will include reasonable restrictions upon physical access to any locations containing Buyer Personal Information, such as the storage of such records in locked facilities, storage areas, or containers. Supplier must periodically re-evaluate the measures adopted to ensure that they remain reasonable and appropriate;
- 23.1.8 provide Buyer with commercially reasonable assistance in: (i) deleting Buyer Personal Information in response to a request by an individual or legal representative; (ii) where relevant, enabling individuals to opt-out; and (iii) when Supplier is providing an electronic tool or software, distributing a privacy notice;
- 23.1.9 provide a privacy notice to individuals with whom the Supplier has direct contact unless Supplier and Buyer agree in writing that the privacy notice obligation is solely Buyer's responsibility;

- 23.1.10 pursuant to Buyer's written instructions, provide Buyer with the ability to purge Buyer Personal Information older than one year or such other time period agreed in writing upon in writing by the Parties, unless otherwise required to retain the data by applicable law; and
- 23.1.11 immediately advise Buyer in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding Buyer Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Buyer Personal Information; (iii) inquiry or complaint from one or more individuals relating to the collection, Processing, use, or transfer of Buyer Personal Information; and (iv) regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking Buyer Personal Information (collectively, "Data Privacy Matters"). If Supplier learns of any Data Privacy Matters, Supplier shall provide assistance to Buyer, fully cooperate with Buyer in investigating the matter, including but not limited to, providing the relevant information to Buyer, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. Buyer shall be responsible for communicating with individuals regarding their Buyer Personal Information in connection with such Data Privacy Matters unless Buyer authorizes Supplier to do so on its behalf. Supplier shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Buyer Personal Information required to comply with applicable law. Unless prevented by applicable law, Supplier shall provide Buyer with advance written notice of any such Data Privacy Matters sufficient to allow Buyer to contest legal, regulatory, administrative, or other governmental processes.
- 23.2 Supplier shall provide written notice to Buyer as soon as possible and, whenever possible, in 48 hours, of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to Buyer Personal Information of which it becomes aware (a "Security Breach"). If Supplier is unable to provide notice within 48 hours, Supplier shall provide Buyer with an explanation for the delay that Buyer will be entitled to share with regulators. Supplier shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a "Security Breach Notice") without the prior written consent of and prior written approval by Buyer of the content, media and timing of the Security Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Security Breach Notice. Where the Security Breach (i) involves data on the Supplier's networks or systems or (ii) is the fault of the Supplier, then Supplier will, at the request of Buyer, pay for the costs of remediation, notification (including, where reasonably necessary, a call center), and, if the Security Breach involves data elements that could lead to identity theft, provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.

- 23.3 In the event Supplier shall provide to Buyer personal information protected by Data Privacy Laws, Supplier shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.
- 23.4 All Buyer Personal Information acquired by Supplier shall be returned or destroyed (at Buyer's option), unless and to the extent that: (i) such Buyer Personal Information is required by Supplier to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Supplier shall immediately destroy all Buyer Personal Information after termination or completion of the SOW after waiting 30 days to allow Buyer to request return of Buyer Personal Information.
- 23.5 If the Agreement involves collection or Processing of Buyer Personal Information from individuals in California, then the Parties agree that Supplier is a "Service Provider", as such term is defined in the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et. seq. and implementing regulations (the "CCPA"), and will neither sell, nor exchange for anything of value, Buyer Personal Information.
- 23.6 If this Agreement and/or Order involves the provision of Services where the Supplier will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer Buyer Personal Information from any country in the European Economic Area or Switzerland (collectively, "EEA/CH") to outside the EEA/CH, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (hereinafter the "Controller Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. If this Agreement and/or Order involves the cross-border transfer of Buyer Personal Information from any country in the EEA/CH to outside the EEA/CH but the Supplier will not act as a Controller, then the Buyer and Supplier agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the "Processor Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. Notwithstanding the foregoing, Buyer and Supplier agree that:
- 23.6.1 The Model Clauses may be reformatted as a stand-alone document with the signatures to this Agreement and/or Order or the Parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.
- 23.6.2 If either Party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the Parties shall work together to modify the exhibits to the Model Clauses to address the regulator's requirements.
- 23.6.3 If any of the terms of the Model Clauses conflict with any terms of this Agreement and/or Order, the Model Clauses shall prevail.
- 23.6.4 If Supplier engages any subcontractors that will access Buyer Personal Information covered by the Model Clauses, the Supplier shall ensure that transfers to the subcontractor comply with the Model Clauses.

24. Compliance with Laws

- 24.1 Supplier shall comply with all applicable national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. anti-boycott laws, including (i) the manufacture or provisioning of Goods and the supply of Services, (ii) the shipping of Goods and (iii) the configuration or content of Goods and/or Services for the use intended by Buyer (collectively, "Laws"). Supplier agrees to cooperate with and support Buyer's and Buyer's Customers' efforts to comply with all applicable Laws, and utilize the tools and systems provided by Buyer to ensure such compliance.
- 24.2 Supplier shall, at the earliest practicable time, notify Buyer in writing if Supplier is subject to any federal, state, 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.
- 24.3 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.
- 24.4 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, the Order and/or these Terms and Conditions.

25. 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 products 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.

26. Global Chemical Regulations and Materials of Concern

- 26.1 To the extent the Goods contain, or the manufacturing processes for the Goods use, chemical substances subject to Global Chemical Regulations or Materials of Concern (“MOC”), as defined below, Supplier shall:
- 26.2 Comply with all applicable Laws in any jurisdiction in which the Goods are manufactured, produced, sold, and/or delivered (the “Global Chemical Regulations”), including but not limited to any: (i) registration, notification, authorization, restriction, or ban obligations, and (ii) hazard classification, labeling, packaging, Safety Data Sheet (“SDS”), or safe use compliance and communication obligations.
- 26.3 Cooperate with Buyer’s efforts to comply with Global Chemical Regulations and applicable customer requirements and to develop products and manufacturing processes that minimize risk to human health and the environment. Such cooperation includes, but is not limited to: (i) investigating and communicating to Buyer the nature and extent of any MOCs contained in the Goods or in the processes used to manufacture, assemble, use, maintain, or repair any Goods; (ii) providing all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity of each MOC contained in any Goods; (iii) providing Buyer with safe use communications and safety data sheets; (iv) promptly responding to Buyer’s requests for information, in the form requested by Buyer, regarding MOC used or intended to be used in connection with the Goods and related regulatory controls such as use restrictions and permit and authorization requirements; (v) upon request, cooperating with efforts to obtain necessary regulatory approval(s), including but not limited to registrations and authorizations, for the continued sale to and use of Goods by Buyer; and (vi) using the tools and forms provided by Buyer through the UTC Supplier Site, or other means.
- 26.4 For purposes of this Section, “MOC” means substances that are (i) subject to Applicable Law or are substances of concern to Buyer or Buyer’s customer, and (ii) identified by Buyer in a Materials of Concern list published on the UTC Supplier Site or provided through other means.

27. Compliance Covenants

- 27.1 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 the Order or favorable treatment under the Order. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Supplier.
- 27.2 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 these Terms and Conditions, the Agreement or any Order.
- 27.3 Supplier hereby further agrees that:
- 27.3.1 Supplier shall avoid and refrain from all activities that would place Supplier in a position where its judgment in its service on behalf of Buyer may, or may appear

to, be biased or where Supplier could obtain, or appear to obtain, an unfair competitive advantage (all referred to as “Conflicts of Interest”);

27.3.2 Neither Supplier nor, where applicable, any individuals used by the Supplier in the performance of the Services hereunder, is subject to post-employment or similar “revolving door” restrictions imposed under rules established by any government, including the U.S. Government, that might prohibit or impact the effective performance of the Services for or on behalf of Buyer; and

27.3.3 If Supplier is required to register with a federal, state or local authority due to Supplier’s status under any such law (e.g. – lobbyist status), Supplier shall provide a copy of the registration and any report submitted to the authority related to the Services to Buyer.

27.3.4 Supplier shall be in breach of this agreement in the event Supplier or any of its directors, officers, or employees, is subject to a debarment, blacklisting, country restriction or sanction, license withdrawal or suspension.

28. Supplier Code of Conduct

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 United Technologies Corporation Supplier Code of Conduct available at the UTC Supplier Site (“Supplier Code of Conduct”). 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, this Agreement, an 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.

29. International Trade Compliance

29.1 Compliance with International Trade Compliance (“ITC”) Laws. Supplier shall comply with all ITC Laws.

29.2 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. Supplier shall (i) no less frequently than quarterly, conduct re-screenings on all Supplier Personnel, (ii) maintain records of screenings for a period of 5 years following completion thereof and

- (iii) make such records available to Buyer upon request. Supplier shall ensure that subcontractors performing under this Agreement also comply with these denied party screening requirements.
- 29.3 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.
- 29.4 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 this Agreement, 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. If, under any Order, Supplier will engage in any manufacturing or exporting of USML items, or 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.
- 29.5 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 this Agreement.
- 29.6 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.

- 29.7 Destruction of Technical Data, Controlled Goods & Controlled Buyer Items. Upon completion of performance under an Order, and expiration of recordkeeping obligations under this Agreement, 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.).
- 29.8 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.
- 29.9 Technology Control Plan. When the terms of this Agreement 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 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.
- 29.10 Transactions between Pratt & Whitney Canada ("P&WC") and Supplier. Notwithstanding any other provision in the Agreement or the Order, no Technical Data, or Goods or Services controlled by the ITAR shall be transferred to P&WC without its prior written consent.
- 29.11 Country of Origin.
- 29.11.1 "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, 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.

- 29.11.2 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.
- 29.11.3 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 documentation for duty free or preferential duty treatment for 5 years after the date on which the aforementioned documentation was provided to Buyer as support for Buyer's Preferential Treatment claim.
- 29.12 Importer Security Filing. For all ocean shipments of Goods to Buyer, destined of 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.
- 29.13 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.
- 29.14 Supply Chain Security Programs. Supplier 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), Authorised Economic Operator (AEO), or similar programs).
- 29.15 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. For international shipments destined to the U.S., commercial invoices must be provided in accordance with the requirements set forth in 19 CFR §141.86.

29.16 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 no event shall an Order that includes customs clearance services allow for or provide for contingent or success fees.

29.17 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.

30. Disaster Recovery

30.1 Supplier shall develop and maintain a disaster recovery plan (a "Disaster Recovery Plan") acceptable to Buyer for the recovery and continuation of business related to the supply, design, development, certification, use and/or support of the Goods and/or Services furnished hereunder, in the event of a disaster, emergency or other incident which results in the inability of Supplier to provide Goods and Services or that will result in significant damage or loss to Buyer in relation to the Goods and Services or UTC Information. The Disaster Recovery Plan shall, among other things, prevent or limit the interruption of the provision of Goods and/or Services in conformity with the requirements set forth herein. Supplier shall furnish a copy of Disaster Recovery Plan to Buyer upon request. Supplier will provide such disaster recovery services, as specified in the Disaster Recovery Plan, in the event of such a disaster or emergency regardless of whether such disaster or emergency qualifies as an Excusable Delay under the Section entitled "Force Majeure" herein.

30.2 At a minimum, Supplier is obliged to back up all UTC Information to a secure, fire-resistant storage facility on a daily basis ("Backup"), which shall be held by Supplier for at least the duration of the term of this Agreement, unless otherwise specified in an Order.

30.3 The disaster recovery services and Backup services are part of the Services and are subject to all the other terms and conditions of the Agreement, including but not limited to the privacy compliance and data security requirements.

31. Offset

31.1 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.

31.2 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.

- 31.3 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.

32. Assignment and Change in Control

- 32.1 Neither this Agreement nor any interest hereunder shall be assignable by or otherwise transferred by either Party in whole or in part to a third party, by way of contract, operation of law, change in control of such Party or otherwise unless such assignment or transfer is mutually agreed to in writing by the Parties hereto; provided, however, that Buyer may assign this Agreement to any Buyer Affiliate and to any corporation with which Buyer may merge or consolidate or to which Buyer may assign substantially all of its assets or that portion of its business to which this Agreement pertains or to any third party provider of "integrated services" that will purchase the Goods and/or Services for Buyer's benefit without obtaining the agreement of Supplier.
- 32.2 Notwithstanding the foregoing, claims for money due or to become due to Supplier from Buyer arising out of this Agreement may not be assigned, unless such assignment is made to one assignee only and covers all amounts payable under this Agreement and not already paid. Buyer shall be under no obligation to pay such assignee unless and until Buyer has received written notice of the assignment from Supplier, a certified copy of the instrument of assignment, and suitable documentary evidence of Supplier's authority to so assign. However, any payments made to a third party subsequent to Buyer's receipt of notice that any claims for money due or to become due hereunder have been assigned or should be paid thereto shall fulfill Buyer's requirements to make any such payments hereunder.

33. Divestiture

- 33.1 In the event of any Divestiture (as defined below), Supplier agrees to promptly execute a new agreement with the Divested Business (as defined below) that contains the same terms, conditions and pricing as this Agreement upon request from Buyer or the Divested Business. Notwithstanding the foregoing, in the alternative, Buyer may, without Supplier's consent and at no cost, assign, sublicense or otherwise provide each Divested Business the right to continue to receive and use the Goods and/or Services to the same extent as prior to the Divestiture for the longer of (i) 1 year, or (ii) the remainder of the Term; provided that the Divested Business agrees in writing to be bound by the terms and conditions of this Agreement as of the effective date of such Divestiture. Following the effective date of such Divestiture, Buyer shall not have any obligation or liability for any amounts payable for a Divested Business' receipt or use of the Goods and/or Services or any other performance or nonperformance by any Divested Business. Further notwithstanding the foregoing, in the alternative, Buyer may use the Goods and/or Services to provide services to a Divested Business for the remainder of the Term without payment of additional fees or charges to Supplier.
- 33.2 As used herein, the term "Divested Business" means any business that at any time during the Term is an Affiliate or an operating division of Buyer, but ceases to be so as a result of the sale, distribution, split-off, spin-off or other transfer or disposition of ownership of a

majority of the equity interest or all or a significant portion of the assets of (a) such affiliate or (b) such operating division, and the term "Divestiture" means any such sale, distribution, split-off, spin-off or other transfer or disposition.

34. Subcontracting

34.1 Any subcontracting by Supplier of all or substantially all of its responsibilities or obligations hereunder requires Buyer's prior written consent.

34.2 Any such subcontracting by Supplier of its 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 subcontracting or approved delegation of any of its 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 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.

35. 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.

36. Force Majeure

36.1 Supplier shall be liable for any failure or delay in performance in connection with the 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 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.

- 36.2 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.

37. Duty to Proceed

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

38. Assurance of Performance

Promptly upon Buyer's request, Supplier shall provide financial information to Buyer, including profit & loss, balance sheet and cash flow statements and loan documents. At any time, if Buyer, in its reasonable discretion, believes that Supplier may not have the ability, for any reason, to continue performing the Order or Agreement, 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 or Agreement. 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 Order or Agreement.

39. Setoff

Buyer and its 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 the Order or any other transaction with Buyer or its Affiliates.

40. Governing Law and Forum

- 40.1 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 in force in the State of New York, USA without regard to conflicts of law principles, except that Sections 5-1401 and 5-1402 of the New York General Obligations law will apply 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. Buyer may, but is not obligated to, bring any action or claim relating to or arising out of the Order in the appropriate court in Connecticut, and Supplier hereby irrevocably consents to personal jurisdiction and venue in any such court, hereby appointing the pertinent Secretary of State or other applicable government authority as agent for receiving service of process. 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 an Order or the Agreement.
- 40.2 Any action or claim by Supplier with respect hereto shall also be brought in Connecticut, if Buyer so elects. Accordingly, Supplier shall give written notice to Buyer of any such intended action or claim, including the intended venue thereof, and shall not commence such action or claim outside of such jurisdiction if Buyer, within 30 days from receipt thereof, makes its election as aforesaid. If Buyer and Supplier mutually agree to participate in alternative dispute resolution, Supplier agrees that all alternative dispute resolution proceedings shall take place in New York.

41. Dispute Resolution

- 41.1 Except as provided below, prior to a Party initiating a formal legal proceeding relating to a dispute under an Order, that Party must provide the other with a written request for dispute resolution. Each Party shall, within 5 calendar days after such written request is received, designate a representative who will be responsible for negotiating, in good faith, a resolution of the dispute. Should the representatives fail to reach agreement within 30 calendar days of receipt of the request, vice presidents of each Party shall attempt to resolve the issue within 60 calendar days of receipt of such written request.
- 41.2 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.
- 41.3 The dispute resolution procedures set forth herein do not supersede, delay or otherwise affect any rights of termination that are expressly set forth in these Terms and Conditions.

42. 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 version of "**U.S. Government Provisions and Clauses for Orders Under U.S. Government Contracts**" in effect on the date of the particular Order shall apply. These provisions are made available on the Internet at the UTC Supplier Site.

43. 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 UTC 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.

44. News Releases, Publicity and Other Disclosures

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

45. 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.

46. 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 this Agreement. 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.

47. Partial Invalidity

If in any instance any provision of this 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.

48. Survival

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Agreement or any 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 this Agreement or any Order.

49. 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.

50. 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.

51. Captions

The captions, headings, section numbers, and table of contents appearing in this Agreement 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 this Agreement or any provision hereof.

52. Interpretation

This Agreement shall be construed as if drafted jointly by the Parties and no provision in this Agreement shall be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision.

53. No Conflicts

None of the provisions of this Agreement or the Order, nor the Supplier's performance hereof contravenes or is in conflict with any law, judgment, decree, order, or regulation of any governmental authority, or with any obligations owed to any other entity to which the Supplier or any others used by the Supplier are subject.

54. Order of Precedence

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

If there are any inconsistencies or conflicts in the provisions applicable to the Order, precedence shall be given in the following descending order: (i) the face sheets of the purchase order including the price, price adjustment terms, specifications, shipping, quality requirements, drawings, work statements, and modifications to the Agreement and/or these Terms and Conditions that specifically reference the section being modified;

(ii) terms of the Agreement under which the Order is issued; and (iii) these Terms and Conditions.