GENERAL TERMS AND CONDITIONS FOR DOMESTIC AND INTERNATIONAL SALES OF COMMERCIAL PRODUCTS AND SERVICES

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1. DEFINITIONS

(a) **"SUI"** or **"Seller"** means Sensors Unlimited, Inc., a Raytheon Company, an RTX business.
(b) **"Contract"** means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other similar designation, that includes these Terms and Conditions, and all documents, exhibits, and attachments incorporated by reference. If these Terms and Conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
(c) **"Customer"** or **"Buyer"** means the entity with whom Seller has or anticipates having a contractual relationship to provide services or goods that utilize or incorporate the Work.
(d) **"Product"** means all tangible articles, hardware, materials, supplies, and goods deliverable by Seller to Customer under the Contract.
(e) **"Terms and Conditions"** means this document.
(f) **"Work"** means all required labor, articles, materials, supplies, goods, services and deliverable information and documents embodying such information constituting the subject matter of the Contract.

2. ACCEPTANCE

This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. This Contract shall not be binding unless and until the Contract is signed by an authorized representative of Seller. After Contract execution, additional or differing terms or conditions shall not be binding on either party until mutually negotiated and accepted in writing by both parties unless such differing or additional terms or conditions are otherwise authorized herein. The parties acknowledge and agree that no trade usage or prior course of dealings shall be relied on or employed by either party in connection with any interpretation or construction of this Contract. Unless formally notified by the Buyer, any provisions under any prime or other contract to which the Buyer is a party shall not bind Seller.

3. ORDER OF PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (i) the face of the Contract or Purchase Order document; (ii) these Terms and Conditions; (iii) the Statement of Work; (iv) Specifications; (v) Drawings; and (vi) any other documents incorporated by reference in the Contract.

4. PAYMENT AND TAXES

(a) Payment of invoices will be made in accordance with the terms of the Contract and when Seller has performed in accordance with the provisions of the Contract. Unless Seller specifically agrees or requires otherwise in writing, payment shall be in U.S. Dollars (USD) and all amounts due Seller are payable in full within thirty (30) days after the date they are invoiced. Invoices shall be supported by such documents in such form as may be required by law, regulations and/or the Contract. Buyer shall return invoices which do not agree with prices or other terms of the Contract within five (5) business days for correction. All such returns must be made in writing to Seller's financial and contracts points of contact and include reasonable detail explaining how the invoice does not agree with the price and/or terms of the Contract. In the event Seller requires pre-payment from Buyer and payment is not received thirty (30) days prior to the agreed upon shipping date, Seller, at its discretion, reserves the right to cancel the order and assess a re-stocking fee.
(b) Payment shall be deemed to have been made on the date Customer's check is received or payment is otherwise tendered. Seller shall promptly repay Customer any amounts paid in excess of amount due Seller. If Buyer fails to timely and properly pay or perform any obligation to Seller, Seller may suspend work or withhold its performances hereunder until all of Buyer's failure of payment has been fully cured and rectified. In the event of any such suspension, the parties shall negotiate in good faith an equitable price, schedule, or other appropriate adjustment to the Contract. Late fees in the amount of 5% of the invoice will be assessed 5 days after the due date. All amounts past due with respect to any invoice shall accrue interest thereon at the rate of 1½% per month, compounded monthly, from the applicable due date until paid in full. Buyer will be responsible for Seller's costs and expenses of collection, including, without limitation, attorney's fees, court

costs and judgment interest. Notice: In the event this account becomes delinquent, all written and verbal communications will be an attempt to collect the debt, and information will be used for that purpose. Customer shall not offset or withhold any payment except as to the same transaction as to which the payment is due. If Customer fails to make any required payment within the applicable payment terms, that failure is a material breach of its obligations under these Terms and Conditions, and Seller may terminate the Contract in accordance with the Termination for Default provisions herein.

(c) Customer agrees to accept partial shipments and to pay for Product comprising a partial shipment, provided that Seller shall only submit an invoice for Product that has actually shipped, unless otherwise agreed to in writing by the Parties.

(d) Unless the quotation expressly provides otherwise, the amount of any present or future Federal, State, or local sales, excise, or other tax applicable to the items purchased hereunder, or to the manufacture or sale thereof (including, without limitation, state and local privilege or excise taxes based on gross revenue), and any taxes or amounts in lieu thereof paid or payable by Seller in respect of the foregoing (excluding, however, taxes based on net income), shall be added to the Contract prices as a separate line item on any resulting invoice and shall be paid by Buyer. In lieu thereof, Buyer may provide Seller with an appropriate tax exemption certificate acceptable to the relevant taxing authorities.

(e) For any goods delivered outside the United States, all taxes, VAT, import or export duties, licenses, fees and similar charges that Seller is required to collect or pay shall be paid at the expense of Buyer unless otherwise stated and such charges shall be treated as an addition to the purchase price.

(f) In accordance with the Inspection and Acceptance clause below, Buyer's payment for any Work found to be Nonconforming Work under the Warranty clause herein will not limit or impair Buyer's right to exercise any rights or remedies it is entitled to under the Warranty clause.

(g) Prices do not include non-standard and international freight, insurance, or premium packaging costs, which shall be at the cost of Buyer. When Seller prepays freight or insurance charges, Buyer will pay such charges to Seller as an addition to the purchase price.

(h) Prices and deliveries are based on one-time machine set-ups. Multiple-release deliveries are subject to additional charges for multiple machine set-up and/or inventory carrying charges.

(i) Costs of tooling, where applicable, will be assessed to Buyer as a one -time service charge, which does not constitute the purchase of tooling or engineering data. All such items shall remain in the property of and in custody of Seller, who will have the option of retaining the tooling for subsequent use.

5. PACKING AND SHIPMENT

Unless otherwise agreed to in writing, Seller shall pack all goods required under the Contract in accordance with good commercial practice. The goods shall be delivered FCA, Seller's premises (FCA, Incoterms 2020). Title to goods and all risk of loss shall pass to Buyer at Seller's location, when the goods are prepared for carrier pick-up. Delivery for all international shipments shall be DAP (named place of delivery in Customer's country). For the avoidance of doubt, it is the intent of the parties that title and risk of loss to the goods pass to Buyer outside the United States. A packing list shall be enclosed with all shipments. Special delivery instructions will be binding on Seller only if confirmed by Seller in writing. If Customer requests that delivery of any Work be delayed, Customer shall be obligated to pay reasonable storage charges and other expenses incurred by Seller because of the delay in delivery of the Work to Customer.

6. INSPECTION AND ACCEPTANCE

(a) Seller shall conduct testing and inspection of goods and Work at Seller's facility in accordance with Seller's standard testing and inspection protocols and any other requirements specifically set forth in the Contract.

(b) All claims of defects, in material or workmanship, shall be made in writing to Seller. Customer shall accept Work or give Seller notice of rejection within three (3) days after delivery, notwithstanding any payment or prior test or inspection. If inspection identifies possible non-conforming Work, the Warranty section of this document shall prevail. If Customer does not reject any Work within the foregoing inspection period, such Work will be deemed accepted. Acceptance shall not be unreasonably withheld; however, no acceptance, deemed acceptance, payment for, or passage of title to Work delivered by Seller shall relieve Seller of any of its obligations under any Contract or limit or affect any warranty or rights or remedies of Customer.

(c) Buyer shall inspect any goods that show exterior freight damages at time of delivery. In the event of any freight damage, Buyer shall immediately notify freight carrier and file a claim directly with the carrier. Upon determination of damage to Buyer goods, in addition to filing claim with the freight carrier, the Buyer will immediately notify Seller of the damage and provide Seller with written authorization to modify the purchase order for any replacement parts needed. Seller will not be liable for any costs, expenses or losses of Buyer associated with any resulting delay in obtaining replacement goods. Costs of replacement goods are the responsibility of the Buyer.

7. CHANGES

(a) Buyer may at any time, by written notice, request changes within the general scope of this Contract to any one or more of the following: (i) method of shipping or packing; (ii) place of delivery; (iii) time/place of performance; (iv) description of Work; and/or (v) any other documents incorporated by reference in the Contract.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of work under this Agreement, Seller may request an equitable adjustment in the (i) price; (ii) delivery schedule; and/or (ii) other affected terms. Any request for adjustment will be made by Seller by submitting a proposal to Customer within a reasonable amount of time after Customer's change request. Upon the receipt by Customer of Seller's proposal, the parties shall negotiate in good faith the appropriate adjustment to the Contract. The Contract may not be altered, changed, or modified in any manner whatsoever except upon the mutual agreement of both parties evidenced by a modification to the Contract that is signed by both parties. Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" section of this Contract.

8. FORCE MAJEURE

Neither party shall be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence, including but not limited to: acts of God; acts of (or failure to act by) government (including acts of government related to economic sanctions and embargoes); wars (declared or undeclared); insurrection; riots; terrorism; fires; floods; earthquakes; epidemics; quarantines; strikes; severe weather; delays or ultimate failure in obtaining required governmental approvals, including export or import authorizations; shortages of fuel or raw materials; labor disputes; equipment failure; unavailability or delays in transportation; inability to procure materials; late deliveries by suppliers/subcontractors; or other difficulties which are beyond the control and not the fault of Seller; and natural disaster (each, a "Force Majeure Event"). If the Force Majeure Event is caused by the delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of Seller and/or the subcontractor, and without fault or negligence of either of them. In the event a Party is affected by a Force Majeure Event (the "Affected Party"), it shall deliver written notice of the same to other Party (the "Unaffected Party"), which shall cause, without penalty to either Party all obligations under the Contract to be immediately suspended until the removal of such cause and the time for performance shall be extended for an adequate period. In the event of an excusable delay resulting from a Force Majeure Event, the Contract will be modified to revise the schedule and extend the period of performance to the extent of the delay incurred.

9. STOP WORK

(a) Stop Work shall be in accordance to FAR 52.242-15, Stop Work Order. Buyer may request Seller to Stop Work only applicable to the scope of work the End Customer has issued a Stop Work Order to Buyer.

(b) Seller may request an equitable adjustment in the delivery schedule, or the Contract price, or both, if the Stop Work Period results in an increase in the time required for, or in Seller's costs for performance of any of the Work. Seller shall assert its right to the adjustment after the end of the Stop Work Period; provided that, if the facts justify such action, Buyer may receive and act upon a proposal submitted at any time before to final payment under the Contract.

10. TERMINATION FOR CONVENIENCE/CANCELLATION

(a) Buyer may not cancel this order without Seller management approval (in the case of a custom order) or no less than 30 days prior to a scheduled delivery date (in the case of an off the shelf order).

(b) Buyer may terminate for convenience pursuant to 52.249-2, Termination for Convenience of the Government (Fixed Price), only to the extent the End Customer has terminated for convenience of Buyer's contract.

(c) In the event of a termination for convenience or cancellation, in whole or in part, , Seller shall (i) immediately stop all work hereunder; and (ii) immediately cause any and all of its suppliers and subcontractors to cease work; (iii) be paid for delivered Work; (iv) be paid for Work in process, whether delivered or undelivered at the time of termination, plus a reasonable profit not to exceed the value stated cost of the Work in the Contract; and (v) be reimbursed for reasonable termination costs. If the parties have agreed to a separate termination liability schedule in connection with the Contract, the termination settlement amount will be subject to such termination liability schedule.

11. DISPUTE RESOLUTION

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Contract, or any alleged breach of this Contract. All disputes arising in connection with the interpretation of any provision of this Contract, or compliance or non-compliance therewith, or the validity or enforceability thereof, shall be escalated to senior management for resolution. Any disputes which cannot be resolved by good faith negotiations to the mutual satisfaction of both parties' senior management within sixty (60) days (or such longer period as may be mutually agreed upon in writing) from the date that either party informs the other in writing that such dispute or disagreement exists shall be resolved by any legal or equitable recourse available to the parties. Until final resolution of any dispute hereunder, the parties shall diligently proceed with performance of the Contract. Any cure plan shall be mutually agreed upon by the parties and set forth in writing prior to implementation.

12. TERMINATION FOR DEFAULT

(a) In addition to any other right to terminate available at law or equity, any of the following shall constitute a basis for termination for cause, effective upon written notice from the non-breaching party to the breaching party, subject to any applicable cure period specified in or agreed to under the above Dispute Resolution clause: (i) a party's breach of a material obligation under this Contract; (ii) a party becoming the subject of a bankruptcy or insolvency proceeding, filing a voluntary petition in bankruptcy, or suffering or permitting the entry of an order adjudicating it to be bankrupt or insolvent or appointing a receiver or trustee of itself or its property; or (iii) if a party violates the law.

(b) In the event a party is in default, the non-breaching party shall deliver to the defaulting party a written notice ("Notice of Default") specifying the nature of the default or performance shortfall, and the conditions under which the defaulting party may cure the default or secure an extension to the applicable cure period. If the breaching party is unable to cure the default within the applicable cure period, and the non-breaching party elects to terminate for default, the non-breaching party shall deliver to the defaulting party a written notice ("Notice of Termination for Default") of its intent to terminate, and the effective date of the termination.

(c) Following a termination for default, Seller shall reasonably be compensated for delivered Work. Upon the occurrence and during the continuation of a default, the parties may exercise any and all rights and remedies available to a party under applicable law and equity. If after termination for default under this Contract, the End Customer determines that the Customer was not in default, such termination shall be deemed a termination for convenience. Seller and Buyer shall continue all Work and performances not terminated. Neither party shall be liable for default under this section if its failure(s) result from a Force Majeure event. Failure to agree on a termination settlement amount will be a dispute under the Disputes clause.

13. WARRANTY

(a) Seller warrants all Products shall (i) be manufactured in a professional and workmanlike manner, in all respects in accordance with applicable law; (ii) comply with all specifications and requirements described in its written quotation and in the relevant product specifications published by Seller which are specifically provided by Seller to Buyer, provided Buyer's installation and use of the Work conforms to applicable Seller specifications; and (iii) be manufactured free from defects in material and workmanship. The warranty period for each Product is twelve (12) months from the shipping date (the "Warranty Period"). The warranty is extended to only the original Buyer. Seller warrants that services performed under this Contract will conform to the relevant industry standards prevailing at the time. Seller's Work must be installed per published Seller's procedures and operated

within published Seller's operating and environmental conditions in order to be covered under warranty. Work provided to Buyer on a developmental, trial basis and sold on an "as is" basis are not covered by any warranty provision.

(b) If the Work does not meet the warranties set forth above during the Warranty Period (a "Nonconformity" or "Nonconforming Work"), Buyer shall provide Seller with written notice, within the Warranty Period, specifying in reasonable detail the nature of any alleged Nonconformity, such written notice to be evaluated by Seller to determine whether or not the warranty claim is valid. If Seller determines such Nonconformity is not valid or covered by the warranties, Buyer shall have fifteen (15) days to decide whether or not Seller shall repair or replace the Work at Buyer's expense. If a Nonconformity is determined to be valid and covered by the warranties herein, in addition to its other rights and remedies Buyer, at Seller's option, may require Seller, at Seller's sole expense, to: (i) correct or repair the Nonconforming Work; or (ii) replace a Nonconforming Work. The Work may not be returned to Seller without first obtaining a Returned Material Authorization Number from Seller. Buyer shall bear the risk of loss and expense of return shipments until products are received and inspected by Seller or its agent. The Work repaired or replaced during the applicable warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or 30 days from the date of re-shipment, whichever is longer.

(c) The limited warranty above does not include any Nonconformity consisting of or resulting from (i) cosmetic imperfections that do not affect the functionality of the item or Work; (ii) ordinary wear and tear; (iii) misuse or abuse of the item or Work or use of the item or Work other than for its intended purpose or in environmental conditions that exceed those conditions specified; (iii) repair of or attempts to repair the Work by an unauthorized party (including Customer); (iv) damage arising from a Force Majeure Event(s); (v) unauthorized modification an unauthorized party (including Customer); (vi) improper installation or configuration; and (vii) any other cause not the fault of Seller.

(d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, NEITHER PARTY MAKES ANY REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND SELLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. BUYER ACKNOWLEDGES AND AGREES THAT SELLER DOES NOT REPRESENT OR WARRANT THAT ANY SOFTWARE DELIVERED WITH THE WORK WILL BE FREE FROM ERRORS OR VIRUSES OR THAT THE OPERATION OF DELIVERED ITEMS WILL BE UNINTERRUPTED. IF SELLER IS UNABLE TO REPAIR OR REPLACE THE PRODUCT IN A TIMELY FASHION, BUYER'S SOLE REMEDY FOR ALL DAMAGES OR LOSSES SHALL BE TO OBTAIN A REFUND OF THE PRICE PAID FOR THE PRODUCT.

(e) If this Contract is in support of a U.S. Government contract, Seller represents and warrants that the Work provided under this Contract constitutes Commercial Product(s) and/or Service(s) as defined in FAR 2.101.

14. PROPRIETARY INFORMATION

(a) Neither party shall provide any proprietary information to the other without prior execution of a proprietary information or non-disclosure agreement that covers the performance of Work under this Contract ("Proprietary Information Agreement"). The provisions set forth in this section are in addition to and do not alter, change or supersede any obligations contained in such Proprietary Information Agreement between the parties.

(b) Information provided by one party (the "Disclosing Party") to another (the "Receiving Party") remains the property of the Disclosing Party. Each party shall protect and preserve the confidentiality of proprietary information disclosed under the Contract using the same degree of care that it uses in protecting its own proprietary information, but not less than the degree of care that would be used by a reasonable and prudent businessperson. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a confirmation of the confidential nature of the information shall be sent by the disclosing party within thirty (30) days after the disclosure. The receiving Party agrees to restrict access to such Confidential Information to those employees, contractors or consultants of Buyer who have agreed to protect such Confidential Information with the same standard specified for the Disclosing Party's Confidential Information. Buyer agrees to establish adequate internal safeguards and otherwise use reasonable care in restricting the use and dissemination of any Confidential Information in order to protect against its unauthorized use or disclosure to any third party. The receiving Party shall hold such information in confidence, shall not disclose it to any

third party without the prior written consent of the disclosing Party's authorized representative, and shall use such information only in conjunction with the purchase by the Buyer and sale by the Seller of the products set forth in this Contract.

(c) Both Parties shall be relieved of this obligation of confidentiality to the extent any Confidential Information (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of Receiving Party; (ii) The Receiving Party can prove was known to Receiving Party, without restriction, at the time of disclosure as shown by the files of in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) The Receiving Party can prove was independently developed by Receiving Party without any use of the Confidential Information and by employees or other agents of (or independent contractors hired by) Disclosing Party who have not had access to any Confidential Information; or (v) becomes known to Receiving Party, without restriction, from a source other than Disclosing Party without breach of this Agreement by Receiving Party and otherwise not in violation of Disclosing Party's rights. Receiving Party acknowledges that breach of the confidentiality obligation would cause irreparable harm to Disclosing Party, the extent of which would be difficult to ascertain. Accordingly, the Receiving Party agrees that Disclosing Party may seek immediate injunctive relief in the event of breach of the confidentiality obligation by Receiving Party. Upon request of Disclosing Party, Receiving Party shall return all Confidential Information to Disclosing Party.

15. INTELLECTUAL PROPERTY

(a) "Intellectual Property" or "IP" means all intellectual property and intellectual property rights including but not limited to all rights in patents, utility models, inventions, discoveries, designs, topographies, copyrights, author's rights, brands, database rights, trade secrets, manufacturing or business processes, methods, procedures, know-how and other rights in information, trade and service marks, trade names, domain names, logos, plans, algorithms, drawings, specifications, technical related documentation, any software, in each case whether registered or unregistered and including applications for registration, any renewals or extensions or improvements thereof and all rights or forms of protection having equivalent or similar effect anywhere in the world.

(b) Background IP means any Intellectual Property related to the Work and owned, created, and/or reduced to practice by a party prior to the effective date of this Contract.

(c) Foreground IP means any Intellectual Property, excluding Background IP, related to the Work, and created, and/or reduced to practice by a party after the effective date and prior to termination of this Contract.

(d) The Work delivered under this Contract are based on Background IP developed solely by Seller and Seller retains ownership of all intellectual property rights therein. No rights or licenses are granted to Buyer unless outlined below in this Section. Buyer agrees that it will not engage in any reverse engineering to Seller's products or invoke changes to the product design or Specifications without Seller's prior written consent.

(e) At no time does Buyer or Buyer's customer obtain ownership or any other legal or equitable right or interest in or to any property of Seller, whether real, or personal, tangible or intangible, including without limitation the know-how, designs and other Intellectual Property of Seller or its licensors, hardware or software used or furnished Seller, except as specified in this Contract.

(f) Any intellectual property, technical data, or other information owned by or provided by Buyer to Seller under this Contract shall remain the exclusive property of Buyer.

(g) Foreground IP first made or conceived by Seller under this Contract shall be considered the property of Seller with no rights granted to Buyer or Buyer's customer(s).

(h) Nothing in this Contract permits a party to use publicly or with any third parties, the other party's name, trademarks or owned images. A party can only receive the right to use such names, trademarks, or images through a separate agreement with the other party. Any party receiving such a right must use such right in a manner consistent with the other party's usage guidelines.

16. INDEMNITY

Each party (the "Indemnifying Party") shall indemnify against and hold the other party and its directors, officers, stockholders, employees, agents, affiliates, subcontractors, and representatives from and against any and all Third Party Claims: (i) seeking actual damages to tangible property (excluding property damage to any property that contains the Goods and was at any time manufactured, repaired, maintained, or installed by Buyer) or for bodily injury or death, with such indemnity to include reasonable defense costs and expenses incidental

thereto, to the extent (and in proportion to) such damage, injury or death of any person, is caused by any acts of negligence, willful misconduct, gross negligence, or fraud on the part of the Indemnifying Party or its subcontractors; or (ii) arising out of the Indemnifying Party's violation of applicable laws or regulations, including the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), the Procurement Integrity Act, 41 U.S.C. § 2104-107, 41 CFR 60–1.4(a), 60–300.5(a) and 60–741.5(a), and any applicable national, state, provincial or territorial anti-bribery and anti-corruption statutes. The indemnity obligations under this clause shall be conditioned on: (a) the indemnitee providing the indemnitor with prompt notice of any applicable claim; (b) the indemnitor being given sole control over the defense and settlement of any applicable claim; and (c) the indemnitee providing the indemnitor with reasonable assistance on any applicable claim. The indemnitee shall at any time have the right, and shall be given the opportunity, to be represented by counsel of its own choosing and to become associated with the indemnitor in the defense of any such applicable claim; provided, that such cost of counsel shall be at the expense of the indemnitee.

17. INTELLECTUAL PROPERTY INDEMNIFICATION

(a) Seller agrees to defend or at is option settle, any claim, suit or proceeding brought against Buyer based on an allegation that Products manufactured and sold by Seller under this Contract directly infringe a valid United States patent, and Seller shall indemnify, and hold harmless Buyer, in the U.S, against any court awarded damages incurred by Buyer as a result of such claim, provided: (i) such third party matter is based upon a claim that the Work delivered infringe or misappropriate a third party's registered U.S. patent, and (ii) such claim is based on Seller's Intellectual Property ("Infringement Claim"). No other indemnification paragraph herein applies to Intellectual Property.

(b) Seller's obligations under this clause are conditioned on the following: (i) Buyer promptly notifies Seller of the Infringement Claim in writing upon Buyer being notified of the Infringement Claim; (ii) to the extent permitted by law, Buyer gives Seller sole authority and control of the defense and (if applicable) settlement of the Infringement Claim; (iii) Buyer provides all information and assistance reasonably requested by Seller to handle the defense or settlement of the Infringement Claim; and (iv) Buyer takes appropriate actions to preserve all defenses and counterclaims to the extent commercially reasonable.

(c) If the Work becomes, or Seller reasonably believes use of the Work may become, the subject of an Infringement Claim, Seller may, at its option and in cooperation with Buyer, satisfy its obligations under this clause for any Infringement Claim by: (i) procuring for Buyer the right to continue use of the Work; or (ii) replacing or modifying the Work in a manner that complies with the overall specifications.

(d) Seller will have no defense or indemnity obligation under this clause for any Infringement Claim based on: (i) modifications, alterations, or enhancements by someone other than Seller, to the extent that these are the cause of the Infringement Claim; (ii) manufacturing requirements or modifications, alterations, or enhancements made by Seller, to the extent that these were performed by Seller in accordance with Buyer-provided design specifications or instructions; (iii) use of Seller's Work for a purpose not expressly authorized by Seller or in any unlawful or improper manner; or (iv) the combination of Seller's Work with a Third Party Product, to the extent the infringement results from the combination. "Third Party Products" for this clause means any Work manufactured by any party (including Buyer) other than Seller.

18. LIMITATION OF LIABILITY

Except for: (i) a party's fraud or fraudulent misrepresentation; (ii) a party's violation of law; and (iii) breaches of a party's confidentiality and intellectual property obligations herein, neither party shall be responsible or liable for any consequential, including, without limitation, loss of profit or revenue; indirect; special; incidental; exemplary or punitive damages incurred by the other party. In no event shall Seller's total liability under or in connection with this Contract, including negligence, for any loss or damage arising out of, connected with, or resulting from Seller's manufacture, sale, delivery, resale, repair or use of any products or services sold to Buyer, or from the performance or breach of any agreement between the parties relating thereto, shall exceed the price allocable to the product or part thereof which gives rise to the claim.

19. INSURANCE

In the event that Buyer, its employees, agents, or subcontractors enter the site(s) of Seller for any reason in connection with this Contract, then Buyer and its subcontractors shall procure and maintain worker's compensation (with a waiver of subrogation in favor of Seller), automobile liability, comprehensive general liability (bodily injury and property damage) insurance in amounts reasonably acceptable to Seller, and such other insurance as Seller may reasonably require. If applicable, Seller will provide Customer with certificate(s) of insurance as evidence of our insurance coverage.

20. GOVERNING LAW FOR DOMESTIC SALES

All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. This Contract, and all claims relating to or arising out of this Contract, or the breach thereof, shall be governed in accordance with the laws of the State of New York, excluding that State's conflicts of law provisions. Any lawsuit filed regarding this Contract shall be filed in either the New York District Court located in New York County, New York or the United States District Court located in New York, New York. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

21. GOVERNING LAW FOR INTERNATIONAL SALES

(a) This section is only applicable to sales by Seller of goods and/or services to a Customer formed, located, or transacting business outside of the United States. This section shall in no way waive any rights and/or remedies the parties may have under this Contract and/or under law or equity.

(b) This Contract, and all claims relating to or arising out of this Contract, or the breach thereof, shall be governed in accordance with the laws of the State of New York, excluding that State's conflicts of law provisions. Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") by one arbitrator appointed in accordance with the ICC Rules which are expressly adhered to by the parties. Supplementary, the procedural law of the State of New York shall be applied to any arbitral proceedings. The seat of the proceedings shall be in New York, and the proceedings will be conducted in the English language.

(c) The parties undertake to keep confidential all awards in any arbitration under this Contract, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a court or other judicial authority. The International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration, as current on the Effective Date, shall apply. Arbitral awards shall be conclusive and binding on the parties.

(d) The Parties agree that these provisions do not preclude either party from seeking interim relief in the courts of the State of New York, including but not limited to an injunction to prevent breach, or further breach, of the terms of this Contract. Unless otherwise required by applicable law, a party seeking such relief shall not be required to post a bond or to show special damages.

22. ASSIGNMENT

(a) Neither the Contract, nor any interest herein, nor any claim hereunder, may be assigned or delegated by either party, nor may a party further subcontract all or substantially all of the Contract without the prior written consent of the other party, except that Seller may assign its rights or delegate its duties under this Contract in whole or in part to (i) a Seller's wholly owned subsidiary or affiliate; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business or Seller; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving Seller. Notwithstanding the foregoing, any of the above items (i) through (iii) resulting primarily from a corporate reorganization, spin-off, split-off or similar corporate transaction involving Raytheon Technologies (RTX), or any of RTX's affiliate (Spinoff), shall be deemed to be an assignment or change of control pursuant to this Section, provided that in connection with such Spinoff, a Third Party does not acquire control of the

entity subject to the Spinoff. For purposes of this Section, "Third Party" is defined as any entity other than RTX or any of its wholly-owned subsidiaries or controlled affiliates, or any person(s) who controls(s) RTX immediately prior to such Spinoff. The terms "control", "controlling", "controlled by", and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities or other interests, by contract or agreement, or otherwise. In the event of an assignment, the parties shall remain liable to the other for the performance of this Contract. Any assignment, transfer, or delegation in contravention of this clause will be null and void. A party's consent shall not be deemed to relieve the other party of its obligations to comply fully with the requirements hereof.

(b) Notwithstanding the above, Seller may, without Buyer's consent, assign monies due or to become due hereunder provided Buyer shall continue to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Contract, without notice to or consent of the assignee. Buyer shall be given written notice of any assignment hereunder, and all invoices shall refer to the assignment.

23. RELATIONSHIP OF PARTIES

This Contract does not establish a joint venture, agency or partnership between the parties. Neither party shall have the authority to act for or bind the other party in any way, or to represent that such party is in any way responsible for the acts of the other.

24. EXPORT CONTROL

(a) Each party shall comply in all material respects with all applicable laws, regulations and administrative orders, including without limitation, as applicable, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 ("EAR") and the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130 ("ITAR"). As may be required by EAR and ITAR, each party, as applicable, shall be responsible for obtaining any applicable licenses and other approvals applicable to the export and/or performance of the Work. In addition, each party agrees that it will not transfer any export controlled items, data, or services, to include the transfer to a foreign person employed by or associated with a party or said party's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption/exception. In the event either party becomes aware of any applicable laws, regulations and administrative orders that are inconsistent with these Terms and Conditions, such party shall promptly deliver written notice of the same to the other party. In such event, the parties shall mutually determine whether to amend these Terms and Conditions to comply with such applicable laws, regulations and administrative orders. Each party agrees to notify the other party's Authorized Representative if the other party becomes listed on any restricted party list including, but not limited to, the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List and Debarred List, or if the other party has any export privileges denied, suspended, or revoked by the government.

(b) Each Party hereby warrants that neither it, nor any of its majority shareholders, subsidiaries, affiliates, immediate or ultimate parent, or lower-tier subcontractors are listed on any Restricted Party List of an agency of the U.S. Government, any applicable non-U.S. Government or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended or revoked. For purposes of this provision, "Restricted Party List" is defined to include lists administered by the U.S. Departments of State, Commerce, and Treasury (e.g., Specially Designated Nationals List) or other U.S. government agency and other similar lists that relate to export controls, economic sanctions, or anti-corruption. Each Party shall immediately notify the other Party, if it or any of its majority shareholders, subsidiaries, affiliates, immediate or ultimate parent, or lower-tier subcontractors are added to any such Restricted Party List or if any of their export privileges become denied, suspended, or revoked. Seller shall not deal with any Restricted Party in relation to this Contract.

(c) Both Parties shall maintain records relating to any controlled export, re- export, or retransfer occurring pursuant to the Contract, including but not limited to records of the importation into the destination country, end use, and proof of payment, for a minimum of five years after the date of the last shipment pursuant to the Contract, or for such longer period as required by law. Each Party shall make such records available for the other Party's inspection to the extent required to support export authorizations or otherwise comply with applicable law.

25. COMPLIANCE WITH LAWS AND REGULATIONS

In performing this Contract, Seller and Customer agree to comply with applicable local, state, and federal laws, orders, rules, regulations, codes and ordinances ("Applicable Law") that may affect performance of this Contract. Seller and Customer shall cooperate with, and provide access to, regulatory agencies and authorities acting in an enforcement or compliance role. Each party shall conduct its activities in accordance with all Applicable Law related to anti-bribery or anti-corruption legislation including the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") and any applicable national, state, provincial or territorial anti-bribery and anti-corruption statutes. Accordingly, each party shall make no offer, payment, or gift, will not promise to pay, or give, and will not authorize, directly or indirectly, the promise or payment of, any money or anything of value in violation of any Applicable Law. Neither party shall be required to take actions that would be inconsistent with, or would constitute a violation of, its national laws or Applicable Law.

26. QUALITY CONTROL SYSTEM

(a) Seller shall have and maintain a quality control system to an industry recognized quality standard. Seller retains Material Review Board and Design authority on the products delivered hereunder.

(b) Seller has established procedures for identifying, investigating, and dispositioning Product not meeting contractual requirements. Seller dispositions are permitted, without customer approval, in all instances where such disposition returns Product to a state that meets Seller's documented configuration. Buyer written approval is required prior to delivery of any Product that has a discrepancy which causes the Product to not meet a contractual requirement or documented configuration. BCT will provide Customer with reasonable access to quality control inspection documentation.

27. COUNTERFEIT WORK

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. Seller has implemented an appropriate policy in accordance with industry recognized standards to mitigate against and prevent delivery of Counterfeit Work to Customer. Seller shall notify Customer if Seller becomes aware of or suspects that it has provided Counterfeit Work to Customer. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Seller's responsibility to replace such Work with genuine Work will be governed by the Warranty clause herein. The remedies contained in this section are in addition to any remedies Customer may have at law, equity, or under any other provisions of this Contract.

28. SURVIVAL

If this Contract expires, is completed, or is terminated, Seller and Customer shall not be relieved of those obligations contained in the following provisions: (i) Proprietary Information; (ii) Intellectual Property; (iii) Export Control; (iv) Limitation of Liability; (v) Indemnity; (vi) Compliance with Laws and Regulations; (vii) Choice of Law; (viii) dispute resolution, (ix) warranty and (x) if applicable, those U. S. Government flow down provisions that by their nature should survive.

29. PUBLICITY

Buyer/Seller shall not make or authorize any news release, advertisement, or other disclosure that relates to the Contract or the relationship between Buyer and Seller, deny or confirm the existence of the Contract, or make use of the other party's name or logo without the prior written consent of the other Party. Exception to the above paragraph is internal newsletters.

30. SEVERABILITY

Each clause, paragraph and subparagraph of these Terms and Conditions and the Contract is severable, and if one or more of them are declared invalid, the remaining provisions will remain in full force and effect.

31. NOTICES AND ELECTRONIC SIGNATURE

All notices, and other communications provided for in the Contract shall be in writing and mailed, sent or delivered to the other party's assigned contractual point of contact. The parties agree that neither party shall contest the validity of this Contract on the basis that this Contract exists only in electronic form and/or contains an electronic signature.

32. WAIVER

Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

IN WITNESS WHEREOF, the parties have caused these Terms and Conditions to be executed by their respective authorized representatives as of the last date set forth below.

SELLER: SENSORS UNLIMITED, INC.	BUYER:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____