



ROCKY RESEARCH CONDITIONS OF SALE

1. APPLICABILITY

Purchase orders placed by Buyer ("Order") for: (1) the purchase of products, including without limitation, end items, line replaceable units and components thereof and those returned for exchange (collectively referred to as "Products") and/or (2) non-recurring engineering ("NRE") efforts/cost to support a defined customer requirement ("Services") will be governed solely by these Conditions of Sale, unless and to the extent that a separate contract is executed between Buyer and Rocky Research. Buyer is defined as the procuring party and Buyer and Rocky Research are collectively referred to as the "Parties" and individually as a "Party." These Conditions of Sale will apply to all Orders for Products and/or Services whether or not the Conditions of Sale are referenced in the Order. In the event a separate contract incorporating these Conditions of Sale is executed between the Parties, where applicable, references to "Order" or "Conditions of Sale" within these Conditions of Sale may refer to the contract between the Parties.

2. BUYER'S ORDERS

Orders will specify: (1) Order number; (2) Rocky Research's part number including a general description of the Product; (3) requested delivery dates, which will be no shorter than the published or contractual lead-time; (4) price (prices not listed on www.rockyresearch.com must reference either a valid Rocky Research contract or quote number); (5) quantity; (6) location to which the Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable; (8) location to which invoices will be sent for payment; and (9) the end-use and end-user, if known, of the Product ordered and whether the Product will be used for a military or quasi-military purposes. Orders placed by Buyer for use by or resale to a Training Provider ("Training Provider" means any party purchasing or acquiring Product, software, publications, data or other items for the purpose of providing, directly or indirectly, training to flight crews, maintenance technicians or others) and for the purposes of designing, manufacturing, selling, or supporting aircraft manufacturer specific training tools (including without limitation flight training simulators, flight training devices, and courseware) are subject to Rocky Research's prior written consent which is Buyer's sole responsibility to request. Orders are subject to Rocky Research's minimum order requirements, if any, and Rocky Research's acceptance. Rocky Research reserves the right to limit order quantities for certain Product. Rocky Research's Order acknowledgment will not constitute acceptance. Any Orders provided under these Conditions of Sale are for the purpose of identifying the information in (1) through (9) above. Unless expressly agreed to by Rocky Research in writing, any conflicting terms on an Order will not apply and any terms or conditions attached to, or incorporated in such Orders will have no force or effect. Rocky Research reserves the right to reject, and will have no liability for Orders which do not meet the requirements set forth in this section.

3. DELIVERY

Delivery terms are EX Works (Incoterms 2020), Rocky Research's designated facility with the exception that Rocky Research is responsible for obtaining the export license and completing all export clearance documents. Buyer is responsible for all carriage, duties, taxes, and other charges to enable import clearance. Rocky Research will schedule delivery in accordance with its published lead-time unless Buyer's Order requests a later delivery date or Rocky Research agrees in writing to an earlier delivery date. Rocky Research's lead-times are published on www.rockyresearch.com. Notwithstanding anything else in this clause, Rocky Research may ship Product early from Rocky Research's published lead-time, Buyer's requested delivery date, or the agreed to delivery date, as applicable, and Rocky Research will be in compliance with Buyer's Order. Rocky Research reserves the right to assess an expedite fee for Orders requested to be shipped prior to Rocky Research's published lead-time. Buyer will pay all transportation costs (including insurance, taxes and customs duties) and for any claims to be filed with the carrier. If Rocky Research prepays transportation charges or any special routing, packing, labeling, handling or insurance requested by Buyer, Buyer will reimburse Rocky Research upon receipt of an invoice for those charges. Title and risk of loss or damage will pass to Buyer when Rocky Research places Product at Buyer's disposal at Rocky Research's facility.

4. ACCEPTANCE

Products - Products are presumed accepted unless Rocky Research receives written notice of rejection from Buyer explaining the basis for rejection within 10 calendar days after shipment. Buyer must disposition rejected Product in accordance with Rocky Research's written instructions. Rocky Research will have a reasonable opportunity to repair or replace rejected Product, at its option. Subject to the terms of the section titled "Taxes," Rocky Research assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Rocky Research's designated facility for the return of properly rejected Products. Buyer will provide copies of freight invoices to Rocky Research upon request. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Rocky Research reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

Services - Buyer will inspect Services within 10 calendar days from completion of Services. Services will be deemed accepted unless Rocky Research receives written notice of rejection explaining the basis for rejection within such time. Rocky Research will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Buyer's sole and exclusive remedy for unaccepted Services by Buyer. Buyer further agrees that partial or beneficial use of the work by Buyer prior to final inspection and acceptance will

constitute acceptance of the work under these Conditions of Sale. If Rocky Research reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

5. CHANGES

Rocky Research may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Rocky Research may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

6. PRICES

Prices for each Product will be priced at the price in effect on the date of Rocky Research's Order acknowledgement, contingent upon the requested delivery date must be before the end of the subsequent year. Pricing may not be available if the published lead-time results in a delivery date beyond the subsequent year, in which case Buyer will update the Order to reflect applicable year pricing as soon as such pricing becomes available. Prices are stated in U.S. currency. Rocky Research reserves the right to correct any inaccurate invoices. Without prejudice to any other terms within these Conditions of Sale, if there are specific written price and/or escalation terms agreed between Buyer and Rocky Research, then those specific terms shall prevail in the event of inconsistency with this general "PRICES" section.

7. PAYMENTS

Unless Buyer has been approved by Rocky Research to purchase on credit, payment for all Orders will be made at the time of Order placement. In the event Buyer has been approved to purchase on credit from Rocky Research, payment for that Order will be due no later than 30 calendar days from the date of invoice unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. Rocky Research will determine in its sole discretion if Buyer qualifies to purchase on a credit. If credit is granted, Rocky Research may change Buyer's credit standing at any time in its sole discretion and may, without notice to Buyer, modify (e.g., credit limit) or withdraw credit for any Order, including open Orders. Partial shipments will be invoiced as they are shipped. Rocky Research is not required to provide a hard copy of the invoice.

Payments must be in U.S. currency and must be made via electronic fund transfer. Unless otherwise agreed to by Rocky Research, payment by credit card is not permitted. Buyer will send an email to GCTSAERORemittance@Honeywell.com on or before the date of such electronic fund transfer advising remittance detail containing at a minimum Buyer's Order number, Rocky Research's invoice number and the amount paid per invoice. Buyer agrees to pay a service fee in the amount of five hundred US dollars (\$500.00) for each occurrence for its failure to include the remittance detail and minimum information described above. If Rocky Research establishes a payment portal, Buyer shall pay Rocky Research through such portal. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 days following the invoice date. Rocky Research reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Buyer must pay the undisputed amount of the invoice within the original invoice payment due date. If Buyer makes any unapplied payment and fails to reply to Rocky Research's request for instruction on allocation within seven (7) calendar days, Rocky Research may set off such unapplied cash amount against any Buyer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

If Buyer is delinquent in its payment obligations to Rocky Research for any undisputed amount, Rocky Research may, at Rocky Research's sole option and until all delinquent amounts and late charges, if any, are paid: (1) be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times; (2) refuse to process any credit to which Buyer may be entitled; (3) set off any credit or sum owed by Rocky Research to Buyer against any undisputed amount owed by Buyer to Rocky Research; (4) withhold performance and future shipments to Buyer including but not limited to amounts owed under any contract or order between the Parties; (5) declare Buyer's performance in breach and terminate any Order; (6) repossess Products for which payment has not been made; (7) deliver future shipments on a cash-with-Order or cash-in-advance basis; (8) assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (9) charge storage or inventory carrying fees on Products; (10) recover all costs of collection including, without limitation, reasonable attorneys' fees; (11) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (12) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

8. SETOFF

Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Rocky Research, its parents, affiliates, subsidiaries or other divisions or units.

9. PRODUCT WARRANTY

Rocky Research warrants that at time of shipment to Buyer its Products will comply with applicable Rocky Research drawings and specifications, and for a period of 12 months after shipment, the Products will be free from defects in workmanship and material. These warranties run to Buyer, its successors, permitted assigns, and customers.

Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors, filters, membranes) are not covered under this warranty. Underwater locating devices (ULDs) are not manufactured by Rocky Research or covered by this warranty; however, ULDs may be subject to separate warranties as may be provided by the ULD manufacturer.

"Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute a Nonconformance.

Buyer must notify Rocky Research in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, disposition the Product in accordance with Rocky Research's written instructions.

Rocky Research's obligation and Buyer's sole remedy under this warranty is repair or replacement, at Rocky Research's election, of any Product Nonconformance. All Products repaired or replaced are warranted only for the unexpired portion of the original warranty period.

Rocky Research assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from Rocky Research's nearest warranty repair facility for such Products. Buyer will provide copies of freight invoices to Rocky Research upon request. Round trip shipping costs expressly exclude freight forwarding charges, taxes, duties and tariffs. The party initiating shipment bears the risk of loss or damage to Products in transit. If Rocky Research reasonably determines that a Nonconformance does not exist, then Buyer will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges.

Rocky Research will not be liable under this warranty if the Product has been exposed or subjected to any: (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation or use that is improper or otherwise not in compliance with Rocky Research's instruction; (2) alteration, modification or repair by anyone other than Rocky Research or those specifically authorized by Rocky Research; (3) accident, contamination, corrosion, foreign object damage, abuse, neglect or negligence after shipment to Buyer; (4) damage caused by failure of a Rocky Research-supplied product not under warranty or by any hardware or software not supplied by Rocky Research; or (5) use of counterfeit or replacement parts that are neither manufactured nor approved by Rocky Research for use in Rocky Research-manufactured Products. Rocky Research has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed and the nature of the unsatisfactory condition of Rocky Research's Product. Upon Rocky Research's request, Buyer will give Rocky Research access to these records for substantiating warranty claims.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL ROCKY RESEARCH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON ROCKY RESEARCH UNLESS SET FORTH IN WRITING AND SIGNED BY ROCKY RESEARCH'S AUTHORIZED REPRESENTATIVE.

10. EXCUSABLE DELAY OR NONPERFORMANCE

Except for payment obligations, neither Party will be liable to the other for any failure to meet its obligations due to any Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing Party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a Party's ability to perform under these Conditions of Sale, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, and (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property). If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed, or for any other period as the Parties may agree in writing.

11. TERMINATION

Either Party may terminate these Conditions of Sale and any or all unperformed Orders by giving written notice to the other Party upon the occurrence of any of the following events:

- a) Except as otherwise provided in (b), the other Party materially breaches these Conditions of Sale and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach;

- b) the other Party fails to make any payment required to be made under these Conditions of Sale when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or
- c) any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal, or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

Termination does not affect any debt, claim, or cause of action accruing to either Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either Party may be entitled to under these Conditions of Sale or in law or equity.

12. DISPUTES

Any dispute, claim, controversy, action, cause of action, arising out of or relating to these Conditions of Sale, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the International Institute for Conflict Prevention & Resolution, Inc. (CPR) Rules for Non-Administered Arbitration then currently in effect. The arbitration will be conducted in English. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. The law of this arbitration clause will be in accordance with the applicable law set forth in these Conditions of Sale.

Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under these Conditions of Sale, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrator's determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this section will not be binding on either Party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

13. APPLICABLE LAW

These Conditions of Sale, and all matters related to these Conditions of Sale, will be governed by, construed in accordance with, and enforced under the laws of the State of New York, U.S.A. without regard to conflict of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. Buyer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

14. LIMITATION OF LIABILITY

IN NO EVENT WILL ROCKY RESEARCH BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF ROCKY RESEARCH FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE CONDITIONS OF SALE ARE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

15. NONDISCLOSURE AND NON-USE OF INFORMATION

"Proprietary Information" means any information, technical data or know-how in whatever form that is not generally known and is clearly identified as being confidential, proprietary or a trade secret. Proprietary Information also includes information disclosed orally or visually if the disclosing Party: (i) identifies it as Proprietary Information before disclosure; (ii) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (iii) transmits the written summary form to the receiving Party within 30 calendar days after disclosure. For 30 calendar days from disclosure, oral or visual information identified before disclosure as Proprietary Information will be provided the same protections as provided Proprietary Information under these Conditions of Sale.

The receiving Party will not use or disclose Proprietary Information except as permitted in these Conditions of Sale for 10 years from the date of disclosure under these Conditions of Sale.

Each Party will protect Proprietary Information using the same degree of care it uses to protect its own Proprietary Information, but in no event less than a reasonable degree of care. Neither Party will be liable for non-negligent, inadvertent disclosure or use, provided that upon discovery of any inadvertent disclosure or use, the receiving Party notifies the original disclosing Party promptly, takes reasonable steps to mitigate any damage that may result from the inadvertent disclosure, and endeavors to prevent any further inadvertent disclosure or use.

The receiving Party has no duty to protect information that is: (a) developed by the receiving Party independently of the disclosing Party's Proprietary Information; (b) obtained without restriction by the receiving Party from a third party who had a legal right to make the disclosure; (c) publicly available other than through the breach of these Conditions of Sale by the receiving Party; or (d) known to the receiving Party at the time of its disclosure, without an existing duty to protect the information.

The receiving Party may disclose Proprietary Information only to its employees and contract employees (collectively "employees") having a need-to-know with respect to the intent of these Conditions of Sale. Each Party must ensure that its employees are aware of, are subject to and comply with the terms of these Conditions of Sale. The receiving Party may disclose the disclosing Party's Proprietary Information to a third party with respect to the intent of these Conditions of Sale if: (1) the disclosing Party authorizes it in writing; (2) the receiving Party under these Conditions of Sale requires the third party recipient to enter into a proprietary information agreement containing terms and conditions no less stringent than those imposed upon the receiving Party under these Conditions of Sale; and (3) the receiving Party provides an executed copy of the proprietary information agreement to the disclosing Party upon request of the disclosing Party.

The receiving Party may use the Proprietary Information strictly in the normal operation of Rocky Research's Products and/or Services (the "Purpose") and not use Proprietary Information for any other purpose whatsoever. The receiving Party may make a limited number of copies of Proprietary Information as is necessary to complete the Purpose. All copies made will reproduce the restrictive legends on the original.

Absent explicit written consent from the disclosing Party, the receiving Party is not permitted to use or disclose the disclosing party's Proprietary Information, in whole or in part, to: (A) to manufacture itself or to enable the manufacture by any third party of the disclosing party's products, products similar thereto, or products derived therefrom, without the prior express written consent of the disclosing party; (B) decompile, disassemble, decode, reproduce, redesign, reverse engineer any products or product of the disclosing party or any part thereof; (C) perform any services, including services relating to the products or equipment of the disclosing Party; or (D) deliver under a contract or make subject to a "rights in data" clause or equivalent clause.

Nothing in these Conditions of Sale grants or confers any rights on the part of any Party by license or otherwise, express or implied, to any invention, discovery, or to any patent covering the invention or discovery.

The receiving Party will promptly notify the disclosing Party, if faced with legal action or a request under U.S. or foreign government regulations to disclose any of the disclosing Party's Proprietary Information. If the disclosing Party requests, the receiving Party will cooperate in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither Party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

Within 180 calendar days after the termination of these Conditions of Sale and upon written request of the disclosing Party, the receiving Party will return to the disclosing Party all of the disclosing Party's Proprietary Information and all copies. If not returned, the receiving Party will destroy and provide a written confirmation of destruction to the disclosing Party, except for any such Proprietary Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

16. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT

Rocky Research will defend Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Rocky Research, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Rocky Research in writing promptly after Buyer is apprised of the third-party claim, and Buyer agrees to give sole and complete authority, information and assistance (at Rocky Research's reasonable expense) for the defense and disposition of the claim. Rocky Research will not be responsible for any compromise or settlement made without Rocky Research's prior written consent. Because Rocky Research has sole control of resolving infringement claims hereunder, in no event will Rocky Research be liable for Buyer's attorney fees or costs.

Rocky Research will have no liability or obligation to defend and indemnify Buyer to the extent FAR 52.227-1 "Authorization and Consent" applies to Buyer's prime or higher-tier contract for infringement of a United States patent and Buyer is not subject to any actions for claims, damages, losses, costs and expenses, including reasonable attorneys' fees by a third party.

Rocky Research will have no liability or obligation to defend and indemnify Buyer with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Buyer's designs, drawings or manufacturing specifications; or (b) Products used other than for their ordinary intended purpose as documented in the Product documentation; or (c) any combination of the Product with any article or service not furnished by Rocky Research; or (d) use of other than the latest version of software Product released by Rocky Research; or (e) any modification of the Product other than a modification by Rocky Research; or (e) damages based on a theory of liability other than infringement by the Product.

Further, Buyer agrees to indemnify and defend Rocky Research to the same extent and subject to the same restrictions set forth in Rocky Research's obligations to Buyer as set forth in this "Indemnity Against Patent and Copyright Infringement" section for any claim against Rocky Research based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph.

If a claim of infringement is made, or if Rocky Research believes that such a claim is likely, Rocky Research may, at its option, and at its expense: (a) procure for Buyer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) accept return of the Product or terminate Buyer's license to use the infringing Product in the case of a software Product and grant Buyer a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Rocky Research may cease shipping infringing Products without being in breach of these Conditions of Sale.

If the final judgment assessed against Buyer is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Rocky Research to Buyer (whether alone or in combination with any article or service not furnished by Rocky Research), then Rocky Research's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Buyer to Rocky Research for the Product that gave rise to the claim.

Any liability of Rocky Research under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of these Conditions of Sale.

This "Indemnity Against Patent and Copyright Infringement" section states the Parties' entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties against infringement or misappropriation of any intellectual property rights, statutory, express or implied are hereby disclaimed.

17. SOFTWARE LICENSE

Licensed Software means software, including all related updates, changes, revisions and documentation, if any, that Buyer is entitled to use under the Conditions of Sale and which is not subject to a separate software license between the Parties.

Subject to Buyer's compliance with the terms of these Conditions of Sale, Rocky Research grants to Buyer and Buyer accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license. Rocky Research (and its licensors, if applicable) retains all title to the intellectual property related to all material and software provided under these Conditions of Sale.

Buyer may transfer its license to use the Licensed Software to a third party only in conjunction with Buyer's sale of any Rocky Research or Buyer Product on which the Licensed Software is installed or with which it is used. Buyer's transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in these Conditions of Sale. Except as specifically permitted in these Conditions of Sale, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Rocky Research's prior express written consent.

Unless specifically authorized by Rocky Research in writing, Buyer is prohibited from making copies of Licensed Software except for backup purposes. Buyer will reproduce and include all Rocky Research proprietary and copyright notices and other legends both in and on every copy made.

Buyer may not directly or indirectly make any effort to deconstruct the Licensed Software provided, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Buyer will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software provided.

Notwithstanding the warranties provided elsewhere herein, Buyer acknowledges that Licensed Software may be product, aircraft, or sensor specific and, as such, may require reasonable adjustment or refinement to suit Buyer's specific requirements. Subject to the receipt of adequate written notice and reasonable aid from Buyer, Rocky Research will make reasonable, commercial efforts to accomplish reasonable adjustments or refinements for up to 90 calendar days after initial delivery of the Licensed Software. This shall not restrict Rocky Research's ability to make further adjustments and refinements, at its discretion, to the Licensed Software more than 90 calendar days after initial delivery of the Licensed Software. Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the Parties, or otherwise, is granted by Rocky Research to Buyer.

18. SPECIAL TOOLING AND DATA

Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Rocky Research in the performance of its obligations under these Conditions of Sale. Rocky Research owns all Special Tooling, except to the extent an authorized representative of Rocky Research specifically transfers title for any Special Tooling in writing to Buyer. Any transfer of title to Special Tooling does not include transfer of Rocky Research's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification. "Input Data" means data and other information

that Buyer or persons acting on Buyer's behalf input, upload, transfer or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Product and/or Service. Rocky Research and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Rocky Research products or services. Rocky Research and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer.

19. EXPORT

Buyer is responsible for compliance with all applicable import and export control laws and regulations. Rocky Research will obtain the export license when Rocky Research is the exporter of record. Buyer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license or other approval required for Products, technology, software, services and technical data purchased, delivered, licensed or received from Rocky Research. Buyer will retain documentation evidencing compliance with those laws and regulations.

Rocky Research will not be liable to Buyer for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Rocky Research's ability to perform, including:

- (1) The failure to provide or the cancellation of export or re-export licenses;
- (2) Any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Rocky Research's performance; or
- (3) Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Buyer designates the freight forwarder for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Rocky Research will provide Buyer's designated freight forwarder with required commodity information.

20. TAXES

Rocky Research's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively, "Taxes"). Buyer will pay all Taxes resulting from Rocky Research's performance under these Conditions of Sale, whether imposed, levied, collected, withheld, or assessed now or later. If Rocky Research is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under these Conditions of Sale, then in addition to the purchase price, Rocky Research will invoice Buyer for such Taxes unless at the time of Order placement, Buyer furnishes Rocky Research with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to Rocky Research under these Conditions of Sale, (a) such withholding amount will not be deducted from the amounts due Rocky Research as originally priced, (b) Buyer will pay the Taxes on behalf of Rocky Research to the relevant taxing authority in accordance with applicable law, and (c) Buyer will forward to Rocky Research, within 60 calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will Rocky Research be liable for Taxes paid or payable by Buyer.

21. NOTICES

Every notice between the Parties relating to the performance or administration of these Conditions of Sale will be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Rocky Research, to Rocky Research's authorized representative. All notices required under these Conditions of Sale will be deemed received either:

1. Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
2. One (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party.

All notices must be addressed as follows:

For legal notices related to these Conditions of Sale send to: Rocky Research International Inc., 1944 E. Sky Harbor Circle, Phoenix, Arizona 85034, Attn: General Counsel.

To Buyer: Address: Buyer's address on the Order or to Buyer's purchasing representative.

22. ECONOMIC SURCHARGES

Rocky Research may, from time to time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Rocky Research's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

Rocky Research will invoice Company through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Rocky Research may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

23. SANCTIONS

Company represents, warrants, agrees that:

Company is not a “Sanctioned Person,” meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (“SDN List”), the OFAC Sectoral Sanctions Identifications List (“SSI List”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) (“Sanctioned Jurisdictions”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Relating to this transaction and/or Agreement, Company is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Company will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Rocky Research to be in violation of Sanctions Laws.

Company will not sell, export, re-export, divert, use, or otherwise transfer any Rocky Research products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Company will not source any components, technology, software, or data for utilization in Rocky Research products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Company’s failure to comply with this provision will be deemed a material breach of the Agreement, and Company will notify Rocky Research immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Company agrees that Rocky Research may take any and all actions required to ensure full compliance with all Sanctions Laws without Rocky Research incurring any liability.

24. GENERAL PROVISIONS

Assignment. Buyer will not assign any rights or obligations under these Conditions of Sale without the advance written consent of Rocky Research, which consent will not be unreasonably withheld or delayed. Any attempt to assign or delegate in violation of this clause will be void. **Commercial Use.** Buyer represents and warrants that any technical data or software provided by Rocky Research to Buyer under these Conditions of Sale will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Rocky Research. **Data Privacy.** Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that other Party’s obligations under this Conditions of Sale (“Staff”). Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each Party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other Party by sending a written request with proof of identity to the other Party to the address set forth in this Conditions of Sale. **Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Conditions of Sale. **Relationship of Parties.** The Parties acknowledge that they are independent contractors and no other relationship, including without limitation, partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by these Conditions of Sale. Neither Party has the right to bind or obligate the other. **Severability.** If any provision or portion of a provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision. **Survival.** Provisions of these Conditions of Sale that by their nature should continue in force beyond the completion or termination of an Order will remain in force. **Third Party Beneficiaries.** Except as expressly provided to the contrary in these Conditions of Sale, the provisions of these Conditions of Sale are for the benefit of the Parties to these Conditions of Sale only and not for the benefit of any third party. **Waiver.** Failure of either Party to enforce at any time any of the provisions of these Conditions of Sale will not be construed to be a continuing waiver those provisions.

25. ENTIRE AGREEMENT

The terms contained in these Conditions of Sale, together with General Terms section, is the entire agreement between Buyer and

Rocky Research with respect to an Order and supersede any prior agreements and representations, oral or written, and all other communications between Buyer and Rocky Research relating to an Order.