UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934
DATE OF REPORT – June 25, 2026
(Date of earliest event reported)

HONEYWELL AEROSPACE INC.

(Exact name of Registrant as specified in its Charter)

Delaware	**001-43173**	**39-4202057**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)
1944 E Sky Harbor Cir N **Phoenix, Arizona**		**85034**
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code: **(800) 601-3099**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.01 per share	HONA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

In connection with Honeywell International Inc.'s ("Honeywell") previously announced plan to spin off its Aerospace Technologies business into an independent, publicly traded company (the "Spin-Off"), Honeywell Aerospace Inc. (the "Company" or "Honeywell Aerospace") entered into the agreements, more fully described below, that set forth certain terms and conditions of the Spin-Off and provide a framework for the Company's relationship with Honeywell following the Spin-Off, including the allocation between the Company and Honeywell of the Company's and Honeywell's assets, liabilities and obligations. On June 25, 2026, the Company and Honeywell Aerospace IP Holdings Inc., a wholly owned subsidiary of the Company, entered into a Trademark License Agreement (as described below) with Honeywell. On June 29, 2026, the Company entered into certain other definitive agreements with Honeywell, including a Separation and Distribution Agreement, Transition Services Agreement, Tax Matters Agreement, Employee Matters Agreement and Intellectual Property License Agreement (each as described below).

Immediately prior to the consummation of the Spin-Off, the Company was a wholly owned subsidiary of Honeywell. Effective as of 12:01 a.m., New York City time, on June 29, 2026, Honeywell completed the Spin-Off through a pro rata distribution (the "Distribution") of all of the issued and outstanding shares of common stock of the Company, par value $0.01 per share (the "Company Common Stock"), to the holders of record of the issued and outstanding shares of common stock of Honeywell, par value $1.00 per share (the "Honeywell Common Stock"), on the basis of one share of Company Common Stock for every two shares of Honeywell Common Stock held by such Honeywell stockholders as of the close of business on June 15, 2026, which was the record date for the Distribution. The Company is now an independent public company, and Company Common Stock will commence trading "regular way" under the symbol "HONA" on the Nasdaq Stock Market LLC on June 29, 2026, with the CUSIP number 43849R105. Honeywell now operates as Honeywell Technologies.

Honeywell did not issue fractional shares of Company Common Stock in connection with the Distribution. Instead, the distribution agent will aggregate fractional shares into whole shares, sell the whole shares in the open market at prevailing market prices and distribute the aggregate cash proceeds (net of discounts and commissions) of the sales pro rata (based on the fractional share a holder would otherwise be entitled to receive) to each holder who otherwise would have been entitled to receive a fractional share in the Distribution. Recipients of cash in lieu of fractional shares will not be entitled to any interest on the amounts paid in lieu of fractional shares. Following the Spin-Off, Honeywell does not beneficially own any shares of Company Common Stock and will no longer consolidate the Company within Honeywell's financial results.

Separation and Distribution Agreement

The Separation and Distribution Agreement sets forth, among other things, the Company's agreement with Honeywell regarding the principal actions to be taken in connection with the Spin-Off. It also sets forth certain other terms and conditions of the Company's ongoing relationship with Honeywell after the completion of the Spin-Off. A summary of certain terms and conditions of the Separation and Distribution Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell and Aerospace—Separation Agreement" in the Company's Information Statement (the "Information Statement"), which is included as Exhibit 99.1 to the Company's Current Report on Form 8-K that was filed with the U.S. Securities and Exchange Commission (the "SEC") on June 15, 2026. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Separation and Distribution Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Separation and Distribution Agreement, a copy of which is filed as Exhibit 2.1 hereto and is incorporated into this Item 1.01 by reference.

Transition Services Agreement

The Transition Services Agreement governs certain transitional services that the Company and Honeywell and their respective affiliates will provide to each other on an interim, transitional basis. The services include global real

estate support, information technology support, finance administration support and human resources support and will be provided for a limited time (generally for not more than two years following the Spin-Off), and will be provided for specified fees, which are generally based on the cost of services provided. A summary of certain terms and conditions of the Transition Services Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell and Aerospace—Transition Services Agreement" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Transition Services Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Transition Services Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated into this Item 1.01 by reference.

Tax Matters Agreement

The Tax Matters Agreement governs the Company's and Honeywell's respective rights, responsibilities and obligations with respect to taxes (including responsibility for taxes, entitlement to refunds, allocation of tax attributes, preparation of tax returns, control of tax contests and other tax matters). The Tax Matters Agreement, among other things, provides special rules that allocate tax liabilities in the event either (i) the Distribution, together with certain related transactions, fails to qualify as a transaction that is generally tax-free for U.S. federal income tax purposes under Sections 355 and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, or (ii) any internal reorganization transaction that is intended to qualify as a transaction that is generally tax-free fails to so qualify. A summary of certain terms and conditions of the Tax Matters Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell and Aerospace—Tax Matters Agreement" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Tax Matters Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Tax Matters Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated into this Item 1.01 by reference.

Employee Matters Agreement

The Employee Matters Agreement addresses certain employment and employee compensation and benefits matters as well as the allocation and treatment of certain assets and liabilities relating to employees and compensation and benefit plans and programs in which the Company's employees participated prior to the Spin-Off. Except as specifically provided in the Employee Matters Agreement, the Company will generally be responsible for all employment and employee compensation and benefits-related liabilities relating to the Company's employees, former employees and other service providers. A summary of certain terms and conditions of the Employee Matters Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell and Aerospace—Employee Matters Agreement" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Employee Matters Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employee Matters Agreement, a copy of which is filed as Exhibit 10.3 hereto and is incorporated into this Item 1.01 by reference.

Intellectual Property License Agreement

Pursuant to the Intellectual Property License Agreement, each of the Company and Honeywell granted to the other non-exclusive, perpetual licenses under certain of the patents and other intellectual property rights owned by the licensing party or its group as of the Distribution, excluding rights in trademarks and certain other intellectual property rights addressed in separate agreements between the parties or their respective affiliates. A summary of certain terms and conditions of the Intellectual Property License Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell and Aerospace—Intellectual Property License

Agreement" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Intellectual Property License Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Intellectual Property License Agreement, a copy of which is filed as Exhibit 10.4 hereto and is incorporated into this Item 1.01 by reference.

Trademark License Agreement

Pursuant to the Trademark License Agreement, Honeywell granted to Honeywell Aerospace IP Holdings Inc. (the "Licensee"), a wholly owned subsidiary of the Company, a license to use "Honeywell Aerospace" and certain other trademarks in connection with the Aerospace business, and the Licensee may sublicense such rights to the Company and its subsidiaries, subject to certain restrictions. The agreement includes exclusivity terms with respect to the use of "Honeywell Aerospace" and certain other uses, subject to certain exceptions, including exceptions permitting Honeywell to continue to market and sell products and services under the "Honeywell" mark. The Trademark License Agreement includes customary quality control provisions to protect and preserve the goodwill associated with "Honeywell" and the other licensed marks. In exchange, the Licensee will pay Honeywell certain fees to use such trademarks over a specified period, and the Company provides a guarantee with respect to the Licensee's obligations and liabilities under the agreement. A summary of certain terms and conditions of the Trademark License Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell and Aerospace—Trademark License Agreement" in the Information Statement, which summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Trademark License Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Trademark License Agreement, a copy of which is filed as Exhibit 10.5 hereto and is incorporated into this Item 1.01 by reference.

Item 2.02 Results of Operations and Financial Condition.

On June 29, 2026, the Company made available certain unaudited supplemental quarterly financial information for the years ended December 31, 2025 and 2024. A copy of the supplemental information is attached hereto as Exhibit 99.1 and incorporated into this Item 2.02 by reference.

The information contained in Item 2.02 of this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed "filed" for purposes on Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of Section 18, and shall not be deemed to be incorporated by reference into any filing made under the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act, except as otherwise expressly stated in such filing.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 8.01 under the heading "Commercial Paper Program" below is incorporated by reference into this Item 2.03.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 5.01 Changes in Control of Registrant.

Immediately prior to the consummation of the Spin-Off, the Company was a wholly owned subsidiary of Honeywell. Effective as of 12:01 a.m., New York City time, on June 29, 2026, Honeywell completed the Spin-Off through the Distribution.

As a result of the Distribution, the Company ceased to be a subsidiary of Honeywell and became an independent, publicly traded company. Honeywell no longer owns any shares of Company Common Stock, controls the Company or consolidates the Company in its financial results. No person or group acquired control of the Company in connection with the Distribution.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation and Appointment of Directors

On June 11, 2026, when the Company's Registration Statement on Form 10 filed with the SEC on March 3, 2026, as thereafter amended, was declared effective by the SEC, the members of the Company's Board of Directors (the "Company Board") consisted of Jake Wasserman, Thilo Huber and Pascal Desroches. Effective as of the consummation of the Spin-Off, Jake Wasserman and Thilo Huber resigned from their positions as directors on the Company Board. Pascal Desroches continues to serve as a member of the Company Board following the Spin-Off.

Until the annual stockholder meeting in 2030, the Company Board will be divided into three classes, with each class consisting, as nearly as possible, of one-third of the total number of directors. The directors designated as Class I directors will have terms expiring at the 2027 annual meeting of stockholders. The directors designated as Class II directors will have terms expiring at the 2028 annual meeting of stockholders. The directors designated as Class III directors will have terms expiring at the 2029 annual meeting of stockholders. At the 2027 annual meeting of stockholders, the Class I directors will be elected to terms expiring at the 2030 annual meeting of stockholders. Commencing with the 2028 annual meeting of stockholders until the Company Board is no longer classified, directors elected to succeed those directors whose terms then expire will be elected for a term of office to expire at the 2030 annual meeting of stockholders. Commencing with the 2030 annual meeting of stockholders, all directors will be elected annually and for a term of office to expire at the next annual meeting of stockholders, and the Company Board will thereafter no longer be divided into classes.

Vacancies occurring in the Company Board resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum of the Company Board, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office until the annual meeting of stockholders at which the full term of office of the class to which such director has been elected expires and until such director's successor shall have been elected and qualified or until such director's earlier death, resignation, disqualification or removal.

Subject to the rights of holders of preferred stock, if any, (i) until the 2030 annual meeting of stockholders (or such other time as the Company Board is no longer classified under the Delaware General Corporation Law (the "DGCL")), Company stockholders may remove directors only for cause and only by the affirmative vote of the holders of at least 66 2/3% of Company stock outstanding and (ii) from and including the 2030 annual meeting of stockholders (or such other time as the Company Board is no longer classified under the DGCL), Company stockholders may remove directors with or without cause, only by the affirmative vote of the holders of a majority of Common stock outstanding.

As of June 29, 2026, upon the effectiveness of the Spin-Off, the Company Board was expanded to 11 members, with each of the following individuals serving on the Company Board in the classes noted below:

Name	Class	Position
Craig Arnold	III	Chairman of the Company Board
William Ayer	II	Director
James Currier	III	Director
D. Scott Davis	I	Director
David Denton	II	Director
Pascal Desroches	III	Director
Deborah Flint	I	Director
General (Retired) David Goldfein	I	Director
Mark Reuss	III	Director
The Honorable Dr. William B. Roper Jr.	II	Director
Michelle Seitz	II	Director

Biographical information on each member of the Company Board can be found in the Information Statement under the section entitled "Directors—Board of Directors Following the Distribution" which is incorporated into this Item 5.02 by reference as if restated in full. In addition, Mr. Denton will step down as the Executive Vice President and Chief Financial Officer of Pfizer Inc. on August 15, 2026 and will become the Executive Vice President and Chief Financial Officer of NIKE, Inc. on August 17, 2026.

In connection with their joining the Company Board, in addition to Pascal Desroches, who was previously appointed as a member and the chair of the Audit Committee as of June 14, 2026, certain other members of the Company Board were appointed to the Audit Committee, Compensation Committee, Nominating and Governance Committee and Special Program Oversight Committee of the Company Board effective as of the consummation of the Spin-Off. Effective as of the consummation of the Spin-Off on June 29, 2026:

- the Audit Committee consists of Pascal Desroches, David Denton, Mark Reuss, The Honorable Dr. William Roper Jr. and Michelle Seitz, with Pascal Desroches serving as the chair of the Audit Committee;
- the Compensation Committee consists of David Denton, William Ayer, D. Scott Davis, Pascal Desroches and Deborah Flint, with David Denton serving as the chair of the Compensation Committee;
- the Nominating and Governance Committee consists of William Ayer, Deborah Flint, D. Scott Davis, General (Retired) David Goldfein and Michelle Seitz, with William Ayer serving as the chair of the Nominating and Governance Committee; and
- the Special Program Oversight Committee consists of Craig Arnold, James Currier, General (Retired) David Goldfein, Mark Reuss and Dr. William Roper Jr., with Craig Arnold serving as the chair of the Special Program Oversight Committee.

Each of the non-employee directors of the Company will receive compensation for their service as a director or committee member in accordance with plans and programs more fully described in the Information Statement under the heading "Director Compensation" which is incorporated into this Item 5.02 by reference as if restated in full. Further, in connection with the Spin-Off and as referenced in the Information Statement under the heading "Director Compensation," the Company adopted the Deferred Compensation Plan for Non-Employee Directors of Honeywell Aerospace Inc. (the "Director Deferred Compensation Plan"). The Director Deferred Compensation Plan provides for the mandatory deferral of a portion of the annual retainer of the directors as well as voluntary deferrals by the directors. Following the consummation of the Spin-Off, the Company's director compensation program will be subject to the review by the Nominating and Governance Committee, which will make recommendations to the Company Board regarding the form and amount of non-employee director compensation in accordance with its charter, with final

approval by the Company Board. In connection with his appointment to serve as Chairman of the Company Board, Mr. Arnold will be granted on August 3, 2026 an award of restricted stock units under the 2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates (the "Stock Incentive Plan") with a grant date value of $200,000, generally vesting in equal annual installments on each of the first three anniversaries of the grant date, subject to continued service.

There are no arrangements or understandings between any of the individuals listed above and any other person pursuant to which such individuals were selected as directors. There are no transactions involving any of the individuals listed above that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Act.

Resignation and Appointment of Certain Executive Officers

Effective as of the consummation of the Spin-Off, Anne Madden resigned from her position as the Company's President, Jake Wasserman resigned from his position as the Company's Secretary and Thilo Huber resigned from his position as the Company's Treasurer.

Effective as of the consummation of the Spin-Off, the following individuals are now serving as executive officers of the Company in the positions noted below:

Name	Position
James Currier	President and Chief Executive Officer
Joshua Jepsen	Senior Vice President and Chief Financial Officer
John Donofrio	Senior Vice President, General Counsel and Corporate Secretary
Robert Buddecke	President and Chief Executive Officer, Electronic Solutions
David Marinick	President and Chief Executive Officer, Engines & Power Systems
Richard DeGraff	President and Chief Executive Officer, Controls Systems
Karen Arlak	Senior Vice President, Chief Human Resources Officer

Biographical information on each of the executive officers is more fully described in the Information Statement under the heading "Management—Executive Officers Following the Distribution." Compensation information for the Company's named executive officers can be found in the Company's Information Statement under the section entitled "Compensation Discussion and Analysis." These sections are hereby incorporated by reference into this Item 5.02.

Effective as of the consummation of the Spin-Off, William Lautar, age 44, was appointed to serve as Vice President, Controller and Chief Accounting Officer of the Company. Since April 2026, Mr. Lautar has served as Assistant Controller of Honeywell Aerospace, where he has led controllership functions including SEC reporting, technical accounting and policy, internal controls and governance, corporate consolidations and statutory accounting operations. Prior to that role, Mr. Lautar served as Segment Controller for the Aerospace Technologies business of Honeywell from 2024 to 2026, where he led controllership activities in connection with the separation of the Aerospace Technologies business into a standalone public company and the preparation of carve-out financial statements filed with the SEC. Mr. Lautar previously served as Assistant Segment Controller, Aerospace at Honeywell from 2022 to 2024. Prior to joining Honeywell, Mr. Lautar held a series of finance and controllership roles at General Electric from 2015 to 2022, including Global Business Controller positions across multiple industrial businesses. He began his career at Deloitte & Touche LLP. Mr. Lautar is a Certified Public Accountant and holds a Master of Accountancy and a Bachelor of Science in Economics and Accounting from Miami University.

In connection with his appointment, Mr. Lautar's compensation was adjusted to reflect an annual base salary of $400,000, a target bonus opportunity of 50% of annual base salary (i.e., $200,000) and a target long-term incentive opportunity of $400,000. In addition, Mr. Lautar will be granted on August 3, 2026 an award of restricted stock

units under the Stock Incentive Plan with a grant date value of $300,000, generally vesting 50% on each of the second and third anniversaries of the grant date, subject to continued service.

Except as described above, there are no transactions or proposed transactions in which the Company is or was a participant and in which Mr. Lautar has or will have a direct or indirect material interest subject to disclosure under Item 404(a) of Regulation S-K. There are no family relationships, as defined in Item 401 of Regulation S-K, between Mr. Lautar and any director, executive officer, or person nominated or chosen by the Company to become a director or executive officer.

Adoption of Plans

Further, in connection with the Spin-Off and as described in the Information Statement under the heading "Compensation Discussion and Analysis," the Company adopted the Stock Incentive Plan and the Honeywell Aerospace Inc. Severance Plan for Designated Officers (the "Severance Plan"). The foregoing description of the Stock Incentive Plan, the Severance Plan and the Director Deferred Compensation Plan does not purport to be complete and is subject to, and qualified in its entirety by, the full text of each such plan, copies of which are filed as Exhibits 10.6, 10.7 and 10.8, respectively, hereto and are incorporated into this Item 5.02 by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective as of June 29, 2026, the amended and restated certificate of incorporation of the Company was amended and restated (the "Second Amended and Restated Certificate of Incorporation") and the by-laws of the Company were amended and restated (the "Amended and Restated By-Laws"). A description of the material provisions of the Second Amended and Restated Certificate of Incorporation and the Amended and Restated By-Laws can be found in the Information Statement under the section entitled "Description of Aerospace Capital Stock," which is incorporated into this Item 5.03 by reference as if restated in full.

The foregoing description of the Second Amended and Restated Certificate of Incorporation and Amended and Restated By-Laws does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Second Amended and Restated Certificate of Incorporation and the Amended and Restated By-Laws, copies of which are filed as Exhibits 3.1 and 3.2, respectively, hereto and are incorporated into this Item 5.03 by reference.

Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

In connection with the Spin-Off, the Company Board adopted a Code of Business Conduct. A copy of the Company's Code of Business Conduct is available under the "Governance" section of the Company's website at investor.honeywellaerospace.com. Except with respect to the Company's Code of Business Conduct, information on the website is not deemed included or incorporated by reference into this Current Report on Form 8-K.

Item 7.01 Regulation FD Disclosure.

On June 29, 2026, the Company issued a press release (the "Company Press Release") announcing, among other things, the completion of the Spin-Off. A copy of the Company Press Release is attached hereto as Exhibit 99.2 and is incorporated into this Item 7.01 by reference.

The information contained in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.2 attached hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of Section 18, and shall not be deemed to be incorporated by reference into any filing made under the Securities Act or the Exchange Act, except as otherwise expressly stated in such filing.

Item 8.01 Other Events.

Corporate Governance Guidelines

In connection with the Spin-Off, the Company Board adopted Corporate Governance Guidelines designed to assist the Company and the Company Board in implementing effective corporate governance practices. A copy of the Company's Corporate Governance Guidelines is available under the "Investor Relations" section of the Company's website at investor.honeywellaerospace.com. Except with respect to the Company's Corporate Governance Guidelines, information on the website is not deemed included or incorporated by reference into this Current Report on Form 8-K.

Commercial Paper Program

On June 29, 2026, the Company established a commercial paper program under which the Company may issue unsecured commercial paper notes (the "Notes") from time to time up to a maximum aggregate face or principal amount of $4.0 billion outstanding at any time. Amounts available under the program may be borrowed, repaid and reborrowed from time to time. The maturities of the Notes may vary, but will not exceed 397 days from the date of issue. The proceeds of the Notes will be used for general corporate purposes. The Notes will be sold on customary terms in the U.S. commercial paper market on a private placement basis.

The Notes have not been and will not be registered under the Securities Act or state securities laws and may not be offered or sold in the U.S. absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws. The information contained in this Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any Notes.

Item 9.01 Financial Statements and Exhibits.

(d) ***Exhibits.***

Exhibit Number	Exhibit Description
2.1	Separation and Distribution Agreement, dated as of June 29, 2026, by and between Honeywell International Inc. and Honeywell Aerospace Inc.[#]
3.1	Second Amended and Restated Certificate of Incorporation of Honeywell Aerospace Inc.
3.2	Amended and Restated By-Laws of Honeywell Aerospace Inc., dated as of June 29, 2026
10.1	Transition Services Agreement, dated as of June 29, 2026, by and between Honeywell International Inc. and Honeywell Aerospace Inc.[#]
10.2	Tax Matters Agreement, dated as of June 29, 2026, by and between Honeywell International Inc. and Honeywell Aerospace Inc.[#]
10.3	Employee Matters Agreement, dated as of June 29, 2026, by and between Honeywell International Inc. and Honeywell Aerospace Inc.[#]
10.4	Intellectual Property License Agreement, dated as of June 29, 2026, by and between Honeywell International Inc. and Honeywell Aerospace Inc.[#]
10.5	Trademark License Agreement, dated as of June 25, 2026, by and between Honeywell International Inc., Honeywell Aerospace IP Holdings Inc. and Honeywell Aerospace Inc.[#]
10.6	2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates
10.7	Honeywell Aerospace Inc. Severance Plan for Designated Officers
10.8	Deferred Compensation Plan for Non-Employee Directors of Honeywell Aerospace Inc.
10.9	Form of Director Restricted Stock Unit Award Agreement under the 2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates
99.1	Unaudited Supplemental Historical Quarterly Financial Information

99.2	Press Release of Honeywell Aerospace Inc., dated as of June 29, 2026
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document)

Schedules and/or exhibits have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 29, 2026

HONEYWELL AEROSPACE INC.

By: /s/ John Donofrio

John Donofrio

Senior Vice President, General Counsel and Corporate Secretary

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

HONEYWELL AEROSPACE INC.

and

HONEYWELL INTERNATIONAL INC.

Dated as of June 29, 2026

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SEPARATION AND DISTRIBUTION AGREEMENT

SEPARATION AND DISTRIBUTION AGREEMENT (this "Agreement"), dated as of June 29, 2026, by and between Honeywell International Inc., a Delaware corporation ("Automation"), and Honeywell Aerospace Inc. (f/k/a Honeywell Aerospace LLC), a Delaware corporation ("Aerospace"). Each of Automation and Aerospace is sometimes referred to herein as a "Party" and collectively, as the "Parties."

W I T N E S S E T H:

WHEREAS, Automation, acting through its direct and indirect Subsidiaries, currently conducts (a) the Aerospace Business and (b) the Automation Business;

WHEREAS, the Board of Directors of Automation (the "Board") has determined that it is appropriate, desirable and in the best interests of Automation and its stockholders to separate Automation into two separate, publicly traded companies, one for each of (a) the Aerospace Business, which shall be owned and conducted, directly or indirectly, by Aerospace, and (b) the Automation Business, which shall be owned and conducted, directly or indirectly, by Automation;

WHEREAS, in order to effect such separation, the Board has determined that it is appropriate, desirable and in the best interests of Automation and its stockholders (a) to undertake a series of transactions with respect to the allocation and transfer or assignment of Assets and Liabilities (including the Aerospace Spin Contribution), including by means of the Conveyancing and Assumption Instruments, resulting in (i) Automation and/or one or more members of the Automation Group, collectively, owning all of the Automation Assets, assuming (or retaining or indemnifying the Aerospace Indemnitees against) all of the Automation Liabilities and, except as provided in any Ancillary Agreement, operating the Automation Business and (ii) Aerospace and/or one or more members of the Aerospace Group, collectively, owning all of the Aerospace Assets, assuming (or retaining or indemnifying the Automation Indemnitees against) all of the Aerospace Liabilities and, except as provided in any Ancillary Agreement, operating the Aerospace Business (such transactions described in this clause (a), the "Internal Reorganization"), and (b) thereafter, for Automation to distribute on the Distribution Date to the holders of Automation Common Stock as of the close of business on the Distribution Record Date, without consideration, on a pro rata basis and on the basis of one (1) share of Aerospace Common Stock for every two (2) issued and outstanding shares of Automation Common Stock, all of the then issued and outstanding shares of Aerospace Common Stock (such transactions described in this clause (b), the "Distribution");

WHEREAS, in connection with the Internal Reorganization and the Distribution, the Board has determined that it is appropriate, desirable and in the best interests of Automation and its stockholders for Aerospace to make the Aerospace Cash Distribution;

WHEREAS, Aerospace has been formed for this purpose and has not engaged in activities except those in connection with the transactions contemplated by the Internal Reorganization, the consummation of the transactions contemplated by this Agreement and those

activities necessary in connection with its standup as an independent company (including activities with respect to the Aerospace Financing Arrangements and the distribution of the Aerospace Common Stock);

WHEREAS, for U.S. federal income Tax purposes, it is intended that (a) the Aerospace Spin Contribution and the Distribution, taken together, qualify for non-recognition of gain and loss pursuant to Section 355, Section 361 and Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "Code") (except to the extent of any cash received in lieu of fractional shares of Aerospace Common Stock) and (b) this Agreement is intended to be, and is hereby adopted as, a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g); and

WHEREAS, each of Automation and Aerospace has determined that it is necessary and desirable to agree to the principal corporate transactions required to effect the Internal Reorganization (to the extent not already effected prior to the date hereof), the Aerospace Cash Distribution, the Debt-for-Debt Exchange (if any) and the Distribution and to agree to other agreements that will govern certain other matters following the Effective Time.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 General. As used in this Agreement, the following terms shall have the following meanings:

(1) "Acceptable Alternative Arrangement" shall have the meaning set forth in Section 2.2(d)(i).

(2) "Action" shall mean any demand, action, claim, cause of action, suit, countersuit, arbitration, inquiry, case, litigation, subpoena, proceeding or investigation (whether civil, criminal, administrative, legislative, regulatory, prosecutorial or otherwise) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal or authority.

(3) "Adversarial Action" shall mean (i) an Action by a member of the Automation Group, on the one hand, against a member of the Aerospace Group, on the other hand, or (ii) an Action by a member of the Aerospace Group, on the one hand, against a member of the Automation Group, on the other hand.

(4) "Aerospace" shall have the meaning set forth in the preamble hereto.

(5) "Aerospace Accounts" shall have the meaning set forth in Section 2.11(a).

(6) "Aerospace Assets" shall mean the following Assets (including all right, title and interest in such Assets) of any member of the Aerospace Group or the Automation Group, in each case, at the Effective Time (provided, however, that Aerospace Assets shall not include Tax Attributes or Tax Records, which shall be governed by the Tax Matters Agreement):

(i) (a) all interests in the capital stock of, or any other equity interests in each member of the Aerospace Group (other than Aerospace), including those set forth on Schedule 1.1(6)(i)(a) and (b) the interests in the capital stock of, or any other equity, partnership, membership, joint venture and similar interests in the Persons as set forth on Schedule 1.1(6)(i)(b) under the caption "Joint Ventures and Minority Interests" (the "Aerospace Joint Ventures and Minority Investments"), in each case (clauses (a) and (b)), including any and all rights related thereto;

(ii) the Assets set forth on Schedule 1.1(6)(ii);

(iii) any and all rights and interests of the Aerospace Group under this Agreement;

(iv) (a) any and all rights, title and interest in and to the owned real property set forth on Schedule 1.1(6)(iv)(a), including, in each case, all land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights, and any and all other water rights pertaining to the land, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith (except to the extent otherwise set forth on Schedule 1.1(6)(iv)(a) under the caption "Other Parties in Possession") (the "Aerospace Owned Real Property") and (b) any and all rights, title and interest in, and to and under the leases or subleases of the real property set forth on Schedule 1.1(6)(iv)(b), including, in each case, to the extent provided for in such leases, any land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights, and any and all other water rights pertaining to the land, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances (except to the extent otherwise set forth on Schedule 1.1(6)(iv)(b) under the caption "Other Parties in Possession") (the "Aerospace Leased Real Property" and together with the Aerospace Owned Real Property, the "Aerospace Real Property");

(v) any and all Aerospace Shared Contracts; provided, however, that any such Aerospace Shared Contracts shall be subject to Section 2.2(d);

(vi) (a) the Registered IP, Trademarks and other Intellectual Property identified on Schedule 1.1(6)(vi), together with the goodwill of the business connected with the use of and symbolized by each such Trademark, (b) all other Intellectual Property (other than Registered IP and Trademarks) that is owned by the Aerospace Group or Automation Group and exclusively related to, or exclusively used or held for use in the conduct of, the Aerospace Business (excluding the Automation House Marks), and (c) all rights of priority arising from any of the foregoing, and all actions and rights to sue and recover, at law or in equity for any past, present or future infringement, misappropriation or other violation of any of the foregoing, and to seek, collect and retain any and all damages and other amounts arising therefrom;

(vii) any and all Assets in respect of accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing, in each case, to the extent related to any Aerospace Liability;

(viii) any and all IT Assets and IT Contracts owned, licensed to or by, or held by Automation or Aerospace, or any of their respective Affiliates, that are (a) exclusively related to, or exclusively used or held for use in the conduct of, the Aerospace Business (excluding IT Assets and IT Contracts set forth on Schedule 1.1(43)(vi)), or (b) set forth on Schedule 1.1(6)(viii);

(ix) other than any IT Contracts, any and all Aerospace Contracts;

(x) other than Intellectual Property, IT Assets and IT Contracts, copies of any and all (a) Information to the extent related to the Aerospace Business or any Aerospace Asset or Aerospace Liability and (b) corporate or similar legal entity books and records of any Person described in clause (i) of this definition of "Aerospace Assets" (subject to any agreements with third parties as to the ownership of corporate or similar legal entity books and records for any Aerospace Joint Ventures and Minority Investments);

(xi) the Assets set forth on Schedule 1.1(6)(xi) (the "Intentionally Delayed Aerospace Assets");

(xii) (a) all Cash and Cash Equivalents, notes, interest receivables and other financial assets owned by any member of the Aerospace Group, and (b) all derivative instruments owned by any member of the Aerospace Group;

(xiii) (I) all accounts and notes receivable to the extent related to the Aerospace Business (provided, however, that any such accounts receivable represented by an invoice of less than $1,000,000 shall not constitute Aerospace Assets pursuant to this clause (xiii) if the aggregate amount of accounts receivable represented by such invoice is primarily related to the Automation Business, and (II) all accounts receivable represented by an

invoice of less than $1,000,000 shall constitute Aerospace Assets if the aggregate amount of accounts receivable represented by such invoice is primarily related to the Aerospace Business;

(xiv) all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items, in each case to the extent they are used or held for use in, or arise out of, the operation or conduct of the Aerospace Business (including such portion of any credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items of the Automation Group to the extent they are used or held for use in, or arise out of, the operation or conduct of the Aerospace Business);

(xv) any and all Permits, Consents and Registrations, in each case, that are exclusively related to, used in or held for use in the conduct of the Aerospace Business, including those set forth on Schedule 1.1(6)(xv);

(xvi) any and all Aerospace Government Bids;

(xvii) any and all Assets that the Employee Matters Agreement specifies are Aerospace Assets; and

(xviii) if and to the extent not addressed by the Assets described in clauses (i) through (xvii) of this definition (such specified Assets, the "Specified Aerospace Assets"), and subject to the express terms thereof, any and all Assets primarily related to, used in or held for use in the conduct of the Aerospace Business, including in the following categories, but, in each case, excluding Intellectual Property, IT Assets, IT Contracts and the Specified Automation Assets:

(a) all tangible personal property and interests therein (including machinery, equipment, tools and vehicles), in each case, that are primarily related to, used in or held for use in the conduct of the Aerospace Business; and

(b) all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories (including any goods, products or other inventories held at any location controlled by a member of either Group or held by a customer on consignment for a member of either Group, any goods, products or other inventories purchased by a member of either Group that are in transit and any goods, products or other inventories sold to or loaned to a customer or third party that are in transit to be returned to a member of either Group), in each case, that are primarily related to, used in or held for use in the conduct of the Aerospace Business.

Notwithstanding anything to the contrary herein, this Agreement and the Ancillary Agreements do not purport to transfer ownership of any of the Parties' insurance policies (other than the Transferred Insurance Policies), and any assignment of rights to coverage under such insurance policies is governed by Article IX herein.

(7) "Aerospace Business" shall mean the aerospace technologies business which supplies electronic solutions, engines and power systems, control systems and other products, software, technologies and services for aircraft, spacecraft (including satellites), and defense systems for military applications, as such business has been conducted prior to the Distribution Date by any member of the Aerospace Group or Automation Group (or any of their respective predecessors), including the businesses set forth on Schedule 1.1(7)(i); provided that the Aerospace Business shall not include the Quantinuum business or any business set forth on Schedule 1.1(7)(ii), in each case as conducted prior to the Distribution Date by any member of the Aerospace Group or Automation Group (or any of their respective predecessors). For purposes of the foregoing, "defense systems for military applications" include weapons systems, vehicles and associated products, software, technologies and services (including sensor arrays, stabilizers, accelerometers, and gyroscopes) designed or sold for military applications, but do not include products, services, software, technologies or services sold for civilian or administrative applications (including administrative functions of the armed forces).

(8) "Aerospace Cash Distribution" shall mean the cash distribution in the aggregate amount of (i) $15.1 billion *plus* (ii) up to an additional $1.5 billion (with the exact dollar amount thereof to be determined by an authorized officer of Aerospace prior to the Effective Time), to be made, or caused to be made, by Aerospace to Automation pursuant to Section 2.2(g).

(9) "Aerospace Common Stock" shall mean the issued and outstanding shares of Common Stock, par value $0.01 per share, of Aerospace.

(10) "Aerospace Contracts" shall mean Contracts to which immediately prior to the Effective Time Automation or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or any of their respective Assets is bound, whether or not in writing, which fall within any of the following categories:

(i) any and all Contracts that relate exclusively to the Aerospace Business, the Aerospace Assets and/or the Aerospace Liabilities and are not related (other than in a de minimis respect) to the Automation Business, any Automation Asset or any Automation Liability;

(ii) the Transferred Insurance Policies; and

(iii) any and all Contracts set forth on Schedule 1.1(10)(iii).

(11) "Aerospace Controlled Existing Actions" shall have the meaning set forth in Section 6.9(b).

(12) "Aerospace CSIs" shall have the meaning set forth in Section 2.10(d).

(13) "Aerospace Discontinued and/or Divested Operations and Business Liabilities" shall mean any and all Liabilities to the extent arising out of or related to, including any indemnification Liabilities arising under Contracts to the extent arising out of or related to, any Aerospace Discontinued and/or Divested Operations and Businesses.

(14) "Aerospace Discontinued and/or Divested Operations and Businesses" shall mean any Discontinued and/or Divested Operations and Businesses that, at the time of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation thereof, were primarily managed by or primarily associated with the Aerospace Business or any portion thereof as then conducted.

(15) "Aerospace Environmental Liabilities" shall mean all Environmental Liabilities other than the Automation Environmental Liabilities, including those set forth on Schedule 1.1(15).

(16) "Aerospace Financing Arrangements" shall mean the financing arrangements described on Schedule 1.1(16).

(17) "Aerospace Form 10" shall mean the registration statement on Form 10 (including the Aerospace Information Statement) filed by Aerospace with the Commission in connection with the Distribution, including any amendment or supplement thereto.

(18) "Aerospace Government Bid" shall mean each offer, quotation, bid or proposal (solicited or unsolicited) which, if accepted or awarded, would reasonably be expected to lead to an Aerospace Government Contract.

(19) "Aerospace Government Contract" shall have the meaning set forth in Section 5.7(a).

(20) "Aerospace Group" shall mean (a) Aerospace, (b) each Person that is a Subsidiary of Aerospace immediately prior to the Distribution (but after giving effect to the Internal Reorganization), and (c) each Person that becomes a Subsidiary of Aerospace following the Distribution, including those Persons listed on Schedule 1.1(20) under the caption "Subsidiaries".

(21) "Aerospace Indemnitees" shall mean each member of the Aerospace Group and each of their Affiliates from and after the Effective Time and each member of the Aerospace Group's and their respective current, former and future Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(22) "Aerospace Information Statement" shall mean the Information Statement attached as an exhibit to the Aerospace Form 10 provided to the holders of shares of Automation Common Stock in connection with the Distribution, including any amendment or supplement thereto.

(23) "Aerospace Joint Ventures and Minority Investments" shall have the meaning set forth in the definition of "Aerospace Assets".

(24) "Aerospace Leased Real Property" shall have the meaning set forth in the definition of "Aerospace Assets".

(25) "Aerospace Liabilities" shall mean any and all Liabilities of (x) any member of the Aerospace Group at the Effective Time and/or (y) any member of the Automation Group at the Effective Time, in the following categories, in each case, regardless of (1) when or where such Liabilities arose or arise, (2) where or against whom such Liabilities are asserted or determined, (3) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Aerospace Group or Automation Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (4) which entity is named in any Action associated with any Liability (except for Liabilities related to Taxes which are governed exclusively by the Tax Matters Agreement):

(i) any and all Liabilities that are expressly assumed by or allocated to the Aerospace Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the Aerospace Group under this Agreement or any Ancillary Agreement, including those pursuant to Section 10.5 hereof;

(ii) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from (a) the Distribution Disclosure Documents, including the Aerospace Form 10, filed or furnished with the Commission in connection with the Distribution, (b) the Financing Disclosure Documents in connection with any offer for sale or registration of the Transfer or distribution of securities or indebtedness of the Aerospace Group, including in connection with the Aerospace Financing Arrangements, except, in each of clauses (a) and (b), for statements expressly relating to the Automation Business, or (c) the Aerospace Financing Arrangements (other than the Debt-for-Debt Exchange);

(iii) any of the Liabilities set forth on Schedule 1.1(25)(iii);

(iv) any and all Aerospace Environmental Liabilities (subject to Section 6.11);

(v) any and all Aerospace Discontinued and/or Divested Operations and Businesses Liabilities (other than Environmental Liabilities, which are addressed in Section 1.1(25)(iv));

(vi) any and all Liabilities relating to, arising out of or resulting from any services provided or being provided to, on behalf of or for the benefit of, the Aerospace Group, regardless of whether a member of the Automation Group or Aerospace Group, or their respective personnel, procured or provided or is procuring or providing such services, including any services provided in connection with the audit, preparation, printing, filing, delivery and/or public dissemination of any financial statements of the Aerospace Group;

(vii) any and all Liabilities for Indebtedness of the type described in clauses (a), (d) and (g) (but in case of clause (g) solely with respect to clauses (a) and (d)) of the definition of Indebtedness of Automation or any of its Subsidiaries that was incurred by any member of the Aerospace Group (and any such Indebtedness guaranteed by any of

Automation's Subsidiaries that is a member of the Aerospace Group) set forth on Schedule 1.1(25)(vii);

(viii) any and all checks issued but not drawn and accounts payable to the extent related (other than in de minimis respects) to the Aerospace Business; provided, however, that (I) any such accounts payable represented by an invoice of less than $1,000,000 shall not constitute Aerospace Liabilities pursuant to this clause (viii) if the aggregate amount of accounts payable represented by such invoice is primarily related to the Automation Business, and (II) all accounts payable represented by an invoice of less than $1,000,000 shall constitute Aerospace Liabilities if the aggregate amount of accounts payable represented by such invoice is primarily related to the Aerospace Business;

(ix) any and all Liabilities relating to, arising out of or resulting from any (x) indemnification obligations to any current or former director or officer of the Aerospace Group and/or (y) ownership of the Aerospace Joint Ventures and Minority Investments, including any Liabilities relating to, arising out of or resulting from any credit agreement, guarantee, indemnity or Credit Support Instrument given or obtained for the benefit of any Aerospace Joint Venture and Minority Investment;

(x) any and all Liabilities related to, arising out of or resulting from (a) the Actions set forth on Schedule 1.1(25)(x)(a) or any other Actions exclusively related to the Aerospace Business, Aerospace Assets or (without giving effect to this Section 1.1(25)(x)) Aerospace Liabilities and (b) (1) the Joint Actions set forth on Schedule 1.1(25)(x)(b) or (2) any other Action that is neither exclusively related to the Aerospace Business, Aerospace Assets or (without giving effect to this Section 1.1(25)(x)) Aerospace Liabilities or the Automation Business, Automation Assets or (without giving effect to Section 1.1(53)(iii)) Automation Liabilities for which the claim underlying such Action would constitute (without giving effect to this clause (b)) in part both an Automation Liability and an Aerospace Liability (excluding those Actions set forth on Schedule 1.1(25)(x)(b)), but in the case of each of clauses (b)(1) and (b)(2), solely to the extent related to the Aerospace Business or the Aerospace Assets or (without giving effect to this Section 1.1(25)(x)) the Aerospace Liabilities;

(xi) any and all Liabilities designated as Aerospace Liabilities pursuant to Section 5.5(a);

(xii) any and all Employee Related Liabilities that the Employee Matters Agreement specifies are Aerospace Liabilities; and

(xiii) if and to the extent not addressed by the Liabilities described in clauses (i) through (xii) of this definition, any and all Liabilities to the extent relating to, arising out of or resulting from the Aerospace Business or the Aerospace Assets (in each case, excluding the Specified Automation Liabilities).

The allocation set forth in clause (iv) of this definition of "Aerospace Liabilities" is not intended to affect or impact the share of any such Environmental Liability attributable to third parties.

(26) "Aerospace Owned Real Property" shall have the meaning set forth in the definition of "Aerospace Assets".

(27) "Aerospace Real Property" shall have the meaning set forth in the definition of "Aerospace Assets".

(28) "Aerospace Shared Contracts" shall mean any and all Shared Contracts that are primarily related to the Aerospace Business, including those set forth on Schedule 1.1(28).

(29) "Aerospace Spin Contribution" shall mean the Deemed Aerospace Spin Contribution and any other Transfer of Assets to Aerospace by Automation in connection with, or in anticipation of, the Distribution, collectively in exchange for (i) the assumption by Aerospace of certain Aerospace Liabilities, (ii) the actual or deemed issuance by Aerospace to Automation of shares of Aerospace Common Stock, (iii) the issuance by Aerospace to Automation of Exchange Debt (if any), and (iv) the Aerospace Cash Distribution.

(30) "Affiliate" shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that, solely for purposes of this Agreement and the Ancillary Agreements, no Party or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group.

(31) "Agent" shall mean EQ Shareowner Services.

(32) "Agreement" shall have the meaning set forth in the preamble hereto.

(33) "Ancillary Agreements" shall mean all of the written Contracts, instruments, assignments or other arrangements (other than this Agreement) entered into by the Parties or the members of their respective Groups (but only Contracts, instruments, assignments or other arrangements as to which no Third Party is a party) in connection with the transactions contemplated hereby, including the Tax Matters Agreement, the Transition Services Agreement, the Employee Matters Agreement, the IP Cross-License Agreement, the Trademark License Agreement, the Intergroup Leases and the agreements or other continuing arrangements set forth on Schedule 1.1(33) and any other agreements to be entered into by and between any member of the Aerospace Group and any member of the Automation Group, at, prior to or after the Distribution in connection with the Distribution, but shall exclude the Conveyancing and Assumption Instruments.

(34) "Applicable Aerospace CSI Draw Date" shall have the meaning set forth in Section 2.10(d)(i).

(35) "Applicable Automation CSI Draw Date" shall have the meaning set forth in Section 2.10(d)(ii).

(36) "Appropriate Remediation Standard" shall have the meaning set forth in Section 6.11(d)(vi).

(37) "Arbitral Tribunal" shall have the meaning set forth in Section 8.1(c)(i).

(38) "Assets" shall mean all right, title and ownership interests in and to all properties, claims, Contracts, businesses or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following (regardless of any potential overlap):

(i) all Information;

(ii) all tangible personal property and interests therein (including machinery, equipment, tools and vehicles);

(iii) all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories;

(iv) all rights, title and interest in and to real property of whatever nature, including all land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights, and any and all other water rights pertaining to the land, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith;

(v) all interests in any capital stock of, or other equity interests in, any Person;

(vi) all Contracts and any rights or claims (whether accrued or contingent) arising under any Contracts;

(vii) all Credit Support Instruments;

(viii) all Intellectual Property;

(ix) all IT Assets and IT Contracts;

(x) all Personal Data;

(xi) all Cash and Cash Equivalents, notes, interest receivables and other financial assets and derivative instruments;

(xii) all accounts and notes receivable;

(xiii) all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items;

(xiv) all accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing; and

(xv) all Permits, Consents and Registrations.

Except as otherwise specifically set forth herein or in the Tax Matters Agreement or the Employee Matters Agreement, the rights and obligations of the Parties with respect to (a) Taxes shall be governed by the Tax Matters Agreement and (b) any assets of the nature described in the preceding sentence of this definition that are allocated pursuant to the Employee Matters Agreement shall be governed by the Employee Matters Agreement, and, therefore, Taxes (including any Tax Attributes) and such assets shall not be treated as Assets governed by this Agreement.

(39) "Assume" shall have the meaning set forth in Section 2.2(c) and the term "Assumption" shall have its correlative meaning.

(40) "Audited Party" shall have the meaning set forth in Section 5.1(c).

(41) "Automation" shall have the meaning set forth in the preamble hereto.

(42) "Automation Accounts" shall have the meaning set forth in Section 2.11(a).

(43) "Automation Assets" shall mean any and all Assets (including all right, title and interest in such Assets) of (x) any member of the Aerospace Group at the Effective Time, and (y) any member of the Automation Group at the Effective Time, in each case, other than the Aerospace Assets, it being understood that, notwithstanding anything herein to the contrary, the Automation Assets shall include those Assets specified below in clauses (i) – (vii) (such specified Assets, the "Specified Automation Assets") (provided, however, that Automation Assets shall not include Tax Attributes or Tax Records, which shall be governed by the Tax Matters Agreement):

(i) (A) all interests in the capital stock of, or any other equity interests in the members of the Automation Group (other than Automation), (B) all interests in the capital stock of, or any other equity, partnership, membership, joint venture and similar interests in any Person (other than the members of the Aerospace Group and the Aerospace Joint Ventures and Minority Investments), in each case (clauses (A) and (B)), including any and all rights related thereto;

(ii) the Assets set forth on Schedule 1.1(43)(ii);

(iii) any and all rights and interests of the Automation Group under this Agreement;

(iv) other than the Aerospace Contracts, the Aerospace Shared Contracts and any IT Contracts, any and all Contracts to which immediately prior to the Effective Time Automation or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or any of their respective Assets is bound, whether or not in writing, including those set forth on Schedule 1.1(43)(iv); provided, however, that any Automation Shared Contracts shall be subject to Section 2.2(d);

(v) (A) the Automation House Marks (including with the goodwill of the business connected with the use of and symbolized by each Automation House Mark), (B) any and all Intellectual Property (excluding IT Assets and IT Contracts, which for clarity are governed by Section 1.1(43)(vi)) owned by Automation or Aerospace, or any of their respective Affiliates, that is (1) not a Specified Aerospace Asset, or (2) set forth on Schedule 1.1(43)(v), and (C) all rights of priority arising from any of the foregoing, and all actions and rights to sue and recover, at law or in equity for any past, present or future infringement, misappropriation or other violation of any of the foregoing, and to seek, collect and retain any and all damages and other amounts arising therefrom;

(vi) any and all IT Assets and IT Contracts owned, licensed to or by, or held by Automation or Aerospace, or any of their respective Affiliates, that are (A) not Specified Aerospace Assets or (B) set forth on Schedule 1.1(43)(vi);

(vii) any and all Assets that the Employee Matters Agreement specifies are Automation Assets; and

(viii) any and all Assets in respect of accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing, in each case, to the extent related to any Automation Liability.

Notwithstanding anything to the contrary herein, this Agreement and the Ancillary Agreements do not purport to transfer ownership of any of the Parties' insurance policies (other than the Transferred Insurance Policies), and any assignment of rights to coverage under such insurance policies is governed by Article IX herein.

(44) "Automation Business" shall mean all businesses, operations and activities (whether covered independently or in association with one or more third parties through a partnership, joint venture or other mutual enterprise) other than the Aerospace Business, in each case as conducted prior to the Distribution Date by any member of the Aerospace Group or Automation Group (or any of their respective predecessors).

(45) "Automation Common Stock" shall mean the issued and outstanding shares of Common Stock, par value $1.00 per share, of Automation.

(46) "Automation Controlled Existing Actions" shall have the meaning set forth in Section 6.9(c).

(47) "Automation Counsel" shall have the meaning set forth in Section 7.9.

(48) "Automation CSIs" shall have the meaning set forth in Section 2.10(d).

(49) "Automation Environmental Liabilities" shall mean (A) any and all Environmental Liabilities (including any and all Off-Site Environmental Liabilities) to the extent relating to, arising out of or resulting from any ownership or operation of the owned real property set forth on Schedule 1.1(49) and (B) any and all Environmental Liabilities (including any and all Off-Site Environmental Liabilities) to the extent relating to, arising out of, or resulting from the Current Automation Business (including, for the avoidance of doubt, operations and activities of the Current Automation Business prior to the Effective Time), provided that in the case of this clause (B), such Environmental Liabilities shall not include any Environmental Liabilities to the extent relating to, arising out of or resulting from Discontinued and/or Divested Operations and Businesses.

(50) "Automation Group" shall mean (a) Automation, (b) each Person (other than any member of the Aerospace Group) that is a Subsidiary of Automation immediately prior to the Distribution (but after giving effect to the Internal Reorganization), and (c) each Person that becomes a Subsidiary of Automation following the Distribution; provided that the Automation Group shall not include the Persons on Schedule 1.1(20).

(51) "Automation House Marks" shall mean the Trademark HONEYWELL and any and all derivatives, abbreviations, translations, localizations and other variations of any of the foregoing and any confusingly similar Trademarks.

(52) "Automation Indemnitees" shall mean each member of the Automation Group and each of their Affiliates from and after the Effective Time and each member of the Automation Group's and their respective current, former and future Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(53) "Automation Liabilities" shall mean any and all Liabilities of (x) any member of the Aerospace Group at the Effective Time, and/or (y) any member of the Automation Group at the Effective Time, in each case, other than the Aerospace Liabilities, including those Liabilities specified below in clauses (i) – (ix) (such specified Liabilities, the "Specified Automation Liabilities"), in each case, regardless of (1) when or where such Liabilities arose or arise, (2) where or against whom such Liabilities are asserted or determined, (3) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Aerospace Group or Automation Group, as the case may be, or any of their past or present respective directors, officers, employees, agents,

Subsidiaries or Affiliates and (4) which entity is named in any Action associated with any Liability (except for Liabilities related to Taxes which are governed exclusively by the Tax Matters Agreement):

(i) any and all Liabilities that are expressly assumed by or allocated to the Automation Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the Automation Group under this Agreement or any Ancillary Agreement, including those pursuant to Section 10.5 hereof;

(ii) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from statements expressly relating to the Automation Business in (A) the Distribution Disclosure Documents, including the Aerospace Form 10, filed or furnished with the Commission in connection with the Distribution or (B) the Financing Disclosure Documents;

(iii) any and all Liabilities related to, arising out of or resulting from (a) the Actions set forth on Schedule 1.1(53)(iii)(a) and (b) the Joint Actions set forth on Schedule 1.1(53)(iii)(b); but in the case of this clause (b), solely to the extent related to the Automation Business or the Automation Assets or (without giving effect to this clause (b)) the Automation Liabilities;

(iv) any and all Automation Environmental Liabilities (subject to Section 6.11);

(v) any and all Liabilities for Indebtedness of the type described in clauses (a), (d) and (g) (but in case of clause (g) solely with respect to clauses (a) and (d)) of the definition of Indebtedness of Automation or any of its Subsidiaries that was incurred by any member of the Automation Group (and any such Indebtedness guaranteed by any of Automation's Subsidiaries that is a member of the Automation Group);

(vi) any and all Liabilities designated as Automation Liabilities pursuant to Section 5.5(a);

(vii) any and all Employee Related Liabilities that the Employee Matters Agreement specifies are Automation Liabilities; and

(vii) any and all Liabilities relating to, arising out of or resulting from any indemnification obligations to any current or former director or officer of the Automation Group (other than any Liability of any current or former director or officer of the Automation Group under the securities laws with respect to the Distribution Disclosure Documents or the Financing Disclosure Documents).

In addition, the allocation set forth in clause (v) of this definition of "Automation Liabilities" is not intended to affect or impact the share of any such Environmental Liability attributable to third parties.

(54) "Automation Shared Contracts" shall mean any and all Shared Contracts that are not Aerospace Shared Contracts.

(55) "Board" shall have the meaning set forth in the recitals hereto.

(56) "Business" shall mean (a) with respect to Aerospace and/or one or more members of the Aerospace Group, the Aerospace Business, or (b) with respect to Automation and/or one or more members of the Automation Group, the Automation Business.

(57) "Business Day" shall mean any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

(58) "Cash and Cash Equivalents" shall mean (a) cash and (b) checks, certificates of deposit having a maturity of less than one year, money orders, bills of exchange, marketable securities, money market funds, commercial paper, short-term instruments, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Entity, minus the amount of any outbound checks, plus the amount of any deposits in transit.

(59) "CEO Negotiation Period" shall have the meaning set forth in Section 8.1(b)(i).

(60) "Code" shall have the meaning set forth in the recitals hereto.

(61) "Collective Benefit Services" shall have the meaning set forth in Section 7.7(a).

(62) "Commission" shall mean the United States Securities and Exchange Commission.

(63) "Confidential Information" shall mean all non-public, confidential or proprietary Information concerning a Party and/or its Subsidiaries or with respect to Aerospace, the Aerospace Business, any Aerospace Asset or any Aerospace Liabilities, or with respect to Automation, the Automation Business, any Automation Assets or any Automation Liabilities, which, prior to, at or following the Effective Time, has been disclosed by a Party or its Subsidiaries to the other Party or its Subsidiaries, or otherwise has come into the possession of, the other, including pursuant to the access provisions of Article VII or any other provision of this Agreement, including any data or documentation resident, existing or otherwise provided in a database or in a storage medium, permanent or temporary, intended for confidential, proprietary and/or privileged use by a Party (except to the extent that such Information can be shown to have been (a) in the public domain or known to the public through no fault of the receiving Party or its Subsidiaries, (b) lawfully acquired by the receiving Party or its Affiliates after the Distribution Date from other sources not known to be subject to confidentiality obligations with respect to such Confidential Information or (c) independently developed by the receiving Party or its Affiliates after the Distribution without reference to or use of any Confidential Information).

(64) "Consents" shall mean any consents, waivers, notices, reports or other filings obtained, made or to be obtained from or made, including with respect to any Contract, or any

registrations, licenses, permits, approvals, authorizations obtained or to be obtained from, or approvals from, or notification requirements to, any Third Party including a Governmental Entity.

(65) "Contract" shall mean any agreement, contract, subcontract, obligation, note, indenture, instrument, option, lease, sublease, promise, arrangement, release, warranty, license, sublicense, insurance policy, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(66) "Controller" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, the Person who or that determines the purposes and means of the Processing of Personal Data.

(67) "Conveyancing and Assumption Instruments" shall mean, collectively, the various Contracts and other documents entered into prior to the Effective Time and to be entered into to effect the Transfer of Assets and the Assumption of Liabilities in the manner contemplated by this Agreement and the Internal Reorganization, or otherwise relating to, arising out of or resulting from the Transfer of Assets and/or Assumption of Liabilities between members of each Group, in such form or forms as the applicable parties thereto agree, which shall be on an "as is", "where is" and "with all faults" basis, and in the case of Conveyancing and Assumption Instruments relating to real property, subject to the further provisions of Section 2.7.

(68) "Copyrights" shall mean copyrightable works, copyrights (including in product label or packaging artwork or templates), moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof.

(69) "Credit Support Instruments" shall mean any letters of credit, performance bonds, surety bonds, banker's acceptances or other similar arrangements.

(70) "Current Automation Business" shall mean the Automation Business in substantially the same scope, manner and nature as actively conducted on the Distribution Date. For the avoidance of doubt, the manufacture and sale of products and services by the Automation Business prior to the Distribution Date shall be included in the Current Automation Business to the extent substantially similar products and services were being manufactured and provided by the Automation Business as conducted on the Distribution Date.

(71) "Damages" shall mean any loss, damage, injury, claim, demand, payments (including those arising out of any settlement or judgment relating to any proceeding), award, fine, penalty, Tax, fee (including reasonable out of pocket attorneys' or advisors' fees and disbursements incurred in the defense thereof), charge, cost (including reasonable costs of investigation) or expense of any nature, excluding, except as set forth in Section 8.1(c)(v), any incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits), but including amounts paid or payable to third parties in respect of any third-party claim for which indemnification hereunder is otherwise required (including

components of such third-party claim relating to incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits)).

(72) "Data Protection Laws" shall mean the following to the extent applicable from time to time: (a) the California Consumer Privacy Act, as amended by the California Privacy Rights Act, (b) the General Data Protection Regulation (2016/679) ("GDPR") and the GDPR as transposed into the national laws of the United Kingdom ("UK GDPR"), (c) any national law supplementing the GDPR and UK GDPR and (d) any other data protection or privacy Laws or binding codes of practice issued by or with the approval of a relevant data protection authority applicable to the Processing of Personal Data (as amended and/or replaced from time to time).

(73) "Data Subject" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, any identified or identifiable natural person to whom the Personal Data Processed pursuant to this Agreement or any Ancillary Agreement relates.

(74) "Decision on Interim Relief" shall have the meaning set forth in Section 8.1(c)(x).

(75) "Deemed Aerospace Spin Contribution" shall mean the Transfer of Assets to Aerospace that was deemed to occur for U.S. federal income Tax purposes as a result of the conversion of Aerospace from a limited liability company organized under the laws of the State of Delaware to a corporation organized under the laws of the State of Delaware.

(76) "Designated Ancillary Agreements" shall mean the Employee Matters Agreement and the Tax Matters Agreement.

(77) "Determination" shall have the meaning set forth in the Tax Matters Agreement.

(78) "Discontinued and/or Divested Operations and Businesses" shall mean any (a) company, business, business unit, product line or business operation (and any portion thereof) operated or conducted by the Automation Business or the Aerospace Business, and (b) any site or plant (and, in each case of clauses (a) and (b), any portion thereof) that was owned, leased, occupied or otherwise used by (or on behalf of) any member of any Group (or any predecessor thereto) or any former Subsidiary thereof (or for which any member of any Group has become liable) at any time prior to the Distribution Date and that was not owned, operated or conducted or, with respect to plants and sites, leased, occupied or otherwise used by (or on behalf of) a member of a Group in the active conduct of the Aerospace Business or Automation Business as of the Distribution Date, in each case, whether as a result of any sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation (other than any temporary cessation or closure of a site (or any portion thereof) that has been resolved by the placement of such site or portion thereof back into active use by the Group to which such Asset has been allocated pursuant to this Agreement (but in the case of Assets subject to an Intergroup Lease, by the lessee Party) prior to the Distribution (as evidenced in writing prior to the Distribution).

(79) "Dispute" shall have the meaning set forth in Section 8.1(a).

(80) "Distribution" shall have the meaning set forth in the recitals hereto.

(81) "Distribution Date" shall mean June 29, 2026.

(82) "Distribution Disclosure Documents" shall mean any registration statement (including any registration statement on Form 10 and all exhibits thereto (including the Aerospace Information Statement) or on Form S-8 related to securities to be offered under any employee benefit plan) and any current reports on Form 8-K filed or furnished with the Commission by Aerospace in connection with the Distribution or by Automation solely to the extent such documents relate to the Distribution, but excluding the Financing Disclosure Documents.

(83) "Distribution Record Date" shall mean June 15, 2026.

(84) "Effective Time" shall mean 12:01 a.m., New York City Time, on the Distribution Date.

(85) "Emergency Arbitrator" shall mean an emergency arbitrator appointed by the ICDR in accordance with the Rules, as specified in Section 8.1.

(86) "Employee Matters Agreement" shall mean the Employee Matters Agreement, dated as of June 29, 2026, by and between Automation and Aerospace.

(87) "Employee Records" shall have the meaning set forth in the Employee Matters Agreement.

(88) "Employee Related Liabilities" shall have the meaning set forth in the definition of "Liabilities".

(89) "Environmental Laws" shall mean all Laws relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Substances, to human health or safety, including Laws relating to the exposure to, or Release, threatened Release or the presence of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport or handling of Hazardous Substances and all Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Substances, and all Laws relating to endangered or threatened species of fish, wildlife and plants and damage to and the protection of natural resources.

(90) "Environmental Liabilities" shall mean any Liabilities, arising out of or relating to the environment, any Environmental Law, Hazardous Substances or human exposure to Hazardous Substances, or any Contracts related to the foregoing, including (a) judgments, settlements, complaints, Damages, natural resource damages, costs or expenses, whether or not arising out of, relating to or in connection with any Actions, (b) costs of defense and other responses to any administrative or judicial action (including notices, claims, complaints, suits and other assertions of liability), (c) responsibility for any investigation, remediation, monitoring or cleanup costs, response costs, removal costs, injunctive relief, natural resource damages, and

any other environmental compliance or remedial measures, (d) costs and expenses relating to correcting violations of or non-compliance with applicable Environmental Laws and (e) fees and expenses of counsel in connection with any of the preceding clauses of (a), (b), (c) or (d).

(91) "Environmental Permit" shall mean any Permit issued under any Environmental Laws.

(92) "Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

(93) "Financing Disclosure Documents" shall mean any prospectus, offering memorandum, offering circular (including franchise offering circular or any similar disclosure statement) or similar disclosure document, whether or not filed with the Commission or any other Governmental Entity, which offers for sale or registers the Transfer or distribution of securities or indebtedness of the Aerospace Group.

(94) "Force Majeure Event" shall mean, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, pandemics, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution facilities.

(95) "GDPR" shall have the meaning set forth in the definition of "Data Protection Laws".

(96) "General Counsel Negotiation Period" shall have the meaning set forth in Section 8.1(b)(i).

(97) "General Dispute Notice" shall have the meaning set forth in Section 8.1(b)(i).

(98) "Government Audit" shall mean any audit, examination, investigation or contract administration activity by any Governmental Entity, including matters involving indirect cost proposals, the Cost Accounting Standards (CAS) and defective pricing.

(99) "Government Contract" shall mean any Contract that immediately prior to the Effective Time is between Automation or any of its Subsidiaries, on the one hand, and (i) the U.S. federal government or other Governmental Entity, (ii) any prime or higher-tier contractor to the U.S. federal government or other Governmental Entity in its capacity as a prime or higher-tier contractor, or (iii) any subcontractor with respect to any Contract described in clause (i) or clause (ii) above, on the other hand. A task, purchase or delivery order under a Government Contract shall not constitute a separate Government Contract for purposes of this definition, but shall be part of the Government Contract to which it relates.

(100) "Governmental Entity" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether federal, state, local, domestic, foreign, multinational or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(101) "Group" shall mean (a) with respect to Aerospace, the Aerospace Group, and (b) with respect to Automation, the Automation Group.

(102) "Guaranty Release" shall have the meaning set forth in Section 2.10(b).

(103) "Hazardous Substances" shall mean (a) any substances defined, listed, classified or regulated as "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "pollutants," "solid wastes," "contaminants," "radioactive materials," "petroleum," "oils" or designations of similar import under any Environmental Law, or (b) any other chemical, material or substance for which standards of conduct are (whether now or in the future), or liability can be (whether now or in the future), imposed under any Environmental Law, including per- or polyfluoroalkyl substances and asbestos.

(104) "ICDR" shall have the meaning set forth in Section 8.1(c).

(105) "Indebtedness" shall mean, with respect to any Person, (a) the principal value, prepayment and redemption premiums and penalties and other breakage costs (if any), unpaid fees and other monetary obligations (including interest) in respect of any indebtedness for borrowed money, whether short term (including overdrawn bank accounts) or long term, and all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments, (b) any indebtedness arising under any capital leases (excluding any real estate leases), whether short term or long term, (c) all liabilities secured by any Security Interest on any assets of such Person, (d) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, currency swap agreement, cross-currency rate swap agreement, currency future or option contract, exchange rate protection agreement or other similar agreement designed to protect such Person against fluctuations in interest rates or currency exchange rates, (e) all interest bearing indebtedness for the deferred purchase price of property or services, (f) all liabilities under any Credit Support Instruments, (g) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (a) through (f), and (h) without duplication, all guarantees of indebtedness referred to in the foregoing clauses (a) through (g).

(106) "Indemnifiable Loss" and "Indemnifiable Losses" shall mean any and all Damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

(107) "Indemnifying Party" shall have the meaning set forth in Section 6.4(a).

(108) "Indemnitee" shall have the meaning set forth in Section 6.4(a).

(109) "Indemnity Payment" shall have the meaning set forth in Section 6.8(a).

(110) "Information" shall mean information, content, and data in written, oral, electronic, computerized, digital or other tangible or intangible media, including (a) books and records, whether accounting, legal or otherwise; ledgers, studies, reports, surveys, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples and flow charts; marketing plans, customer names and information (including prospects); technical information, including such information relating to the design, operation, maintenance, testing, test results, development, and manufacture of any Party's or its Group's products or facilities (including product or facility specifications and documentation; engineering, design, and manufacturing drawings, diagrams, layouts, maps and illustrations; formulations and material specifications; laboratory studies and benchmark tests; quality assurance policies procedures and specifications; maintenance and inspection procedures and records; evaluation and/validation studies; process control and/or shop-floor control strategy, logic or algorithms; assembly code, Software, firmware, programming data, databases, and all information referred to in the same); product costs, margins and pricing; product marketing studies and strategies; product stewardship and safety; all other Know-How related to research, engineering, development and manufacturing; communications, correspondence, materials, product literature, artwork, files and documents; (b) information contained in Know-How; and (c) financial and business information, including earnings reports and forecasts, macro-economic reports and forecasts, all cost information (including supplier records and lists), sales and pricing data, business plans, market evaluations, surveys, credit-related information, and other such information as may be needed for reasonable compliance with reporting, disclosure, filing or other requirements, including under applicable securities laws or regulations of securities exchanges.

(111) "Insurance Policies" shall mean all insurance policies of any member of a Group, including any self-insurance policies, fronted insurance policies and captive insurance policies.

(112) "Insurance Proceeds" shall mean those monies (a) received by an insured from an insurer or (b) paid by an insurer on behalf of an insured, in either case net of any applicable premium adjustment, retrospectively-rated premium, deductible, retention or cost of reserve paid or held by or for the benefit of such insured.

(113) "Insurer" shall mean the insuring entity issuing and/or subscribing to one or more Insurance Policies.

(114) "Intellectual Property" shall mean (a) any and all intellectual property rights created or arising in any jurisdiction anywhere in the world, whether statutory, common law, or otherwise, including in or with respect to, or arising from, any (i) Patents, (ii) Trademarks, (iii) Copyrights, (iv) Know-How, (v) Software and data, (vi) Internet Properties, and (b) all issuances, registrations and applications for issuance or registration of any of the foregoing described in the foregoing clause (a).

(115) "Intentionally Delayed Aerospace Assets" shall have the meaning set forth in the definition of "Aerospace Assets".

(116) "Intergroup Accounts" shall have the meaning set forth in Section 2.3.

(117) "Intergroup Leases" shall mean the Contracts set forth on Schedule 1.1(117).

(118) "Interim Relief" shall have the meaning set forth in Section 8.1(c)(x).

(119) "Internal Control Audit and Management Assessments" shall have the meaning set forth in Section 5.1(b).

(120) "Internal Reorganization" shall have the meaning set forth in the recitals hereto.

(121) "Internet Properties" shall mean all domain name registrations and social media and business platform addresses.

(122) "IP Cross-License Agreement" shall mean the Intellectual Property Cross-License Agreement, dated as of June 29, 2026, by and between Automation and Aerospace (or their respective Affiliates).

(123) "IT Assets" shall mean all copies of Software, computer systems, telecommunications equipment, databases, internet protocol addresses, and documentation, reference, resource and training materials to the extent relating thereto, other than, in each case, Intellectual Property contained therein.

(124) "IT Contracts" shall mean all Contracts (including Contract rights) relating to any IT Assets (including software license agreements, source code escrow agreements, information technology support and maintenance agreements, electronic database access contracts, domain name registration agreements, website hosting agreements, software or website development agreements, outsourcing agreements, service provider agreements, interconnection agreements, Permits relating to IT Assets, radio licenses and telecommunications agreements).

(125) "Joint Actions" shall have the meaning set forth in Section 6.9(d).

(126) "Key Employee" shall have the meaning set forth on Schedule 5.6(a).

(127) "Know-How" shall mean all confidential or proprietary information, including trade secrets, know-how and technical data, including any that comprise financial, business, scientific, technical, economic or engineering information and instructions, including any confidential or proprietary raw materials, material lists, raw material specifications, manufacturing or production files or specifications, plans, drawings, blueprints, design tools, quality assurance and control procedures, simulation capability, research data, manuals, compilations, reports, including technical reports and research reports, analyses, formulas, formulations, designs, prototypes, methods, techniques, processes, rights in research, development, manufacturing, financial, marketing and business data, pricing and cost

information, customer and supplier lists and information, procedures, inventions and invention disclosure documents, in each case, other than Patents.

(128) "Law" shall mean any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, constitution, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(129) "Liabilities" shall mean any and all Indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, reserved or unreserved, or determined or determinable, including those arising under any Law (including Environmental Law), Action, Contract, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, Damages or equitable relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein, (a) the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes shall not be treated as Liabilities governed by this Agreement and (b) the rights and obligations of the Parties with respect to liabilities of the nature described in the preceding sentence of this definition that are allocated pursuant to the Employee Matters Agreement ("Employee Related Liabilities") shall be governed by the Employee Matters Agreement and, therefore, Employee Related Liabilities shall not be treated as Liabilities governed by this Agreement (other than, in the case of this clause (b), for purposes of indemnification related to the Distribution Disclosure Documents and Employee Related Liabilities that the Employee Matters Agreement specifies are Aerospace Liabilities or Automation Liabilities, respectively).

(130) "Liable Party" shall have the meaning set forth in Section 2.9(b).

(131) "Linked" shall have the meaning set forth in Section 2.11(a).

(132) "Managing Party" shall have the meaning set forth in Section 6.9(d).

(133) "Mixed Contract" shall mean any Contract to which a Third Party and any member of the Automation Group or Aerospace Group is party that is related to both the Aerospace Business, on the one hand, and the Automation Business, on the other hand (in each case, other than in a de minimis respect).

(134) "Nasdaq" shall mean, as the case may be, The Nasdaq Global Market or Nasdaq Stock Market LLC.

(135) "New York Court" shall have the meaning set forth in Section 8.1(c)(xi).

(136) "Non-Assumable Third Party Claims" shall have the meaning set forth in Section 6.4(b)(iii).

(137) "Non-Managing Party" shall have the meaning set forth in Section 6.9(d).

(138) "Non-Performing Impacted Party" shall have the meaning set forth in Section 6.11(d)(i).

(139) "Non-Performing Site Controller" shall have the meaning set forth in Section 6.11(d)(ii).

(140) "Non-Shared Contract" shall mean any Mixed Contract that is an IT Asset, IT Contract.

(141) "Non-Transferred Permit" shall have the meaning set forth in Section 5.5(a).

(142) "Notice Recipient" shall have the meaning set forth in Section 2.2(d)(vi).

(143) "Notifying Party" shall have the meaning set forth in Section 2.2(d)(vi).

(144) "Off-Site Environmental Liabilities" shall mean any and all Environmental Liabilities arising out of or associated with any location that is not immediately prior to the Effective Time nor has ever been owned, leased or operated by Automation, Aerospace or any of their respective Subsidiaries to the extent arising out of occurrences prior to the Effective Time.

(145) "Other Party" shall have the meaning set forth in Section 2.9(a).

(146) "Other Party's Auditors" shall have the meaning set forth in Section 5.1(b).

(147) "Partial Assignment" shall have the meaning set forth in Section 2.2(d)(i).

(148) "Party" or "Parties" shall have the meaning set forth in the preamble hereto.

(149) "Patent" shall mean patents, patent applications (including patents issued thereon) and statutory invention registrations, patents of importation, patents of improvement, certificates of addition, design patents and utility models, including provisionals, reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof.

(150) "Performing Party" shall have the meaning set forth in Section 6.11(c)(iii).

(151) "Permit Transferee" shall mean Aerospace or Automation, or another member of their respective Group, that requires, as a result of the transactions contemplated by this Agreement, a Permit, including any Environmental Permit, to be transferred or issued to it with respect to the Assets, businesses, and operations being conveyed or Transferred to it in accordance with this Agreement.

(152) "Permit Transferor" shall mean each of Aerospace or Automation or another member of its respective Group, as applicable, that currently holds a Permit, including any Environmental Permit, that as a result of the transactions contemplated by this Agreement, must be transferred, or in respect of which a new Permit must be issued, to a member of the Aerospace

Group or Automation Group, or a relevant Subsidiary, in connection with the transfer of any Assets, businesses, or operations of the Aerospace Group or Automation Group, respectively, in accordance with this Agreement.

(153) "Permits" shall mean permits, approvals, authorizations, consents (including quotas), licenses, registrations, exemptions or certificates issued by any Governmental Entity (other than Registrations, which are addressed separately).

(154) "Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(155) "Personal Data" shall mean (a) any information that identifies or can reasonably be used to identify a natural person or household, or relates to or can reasonably be associated with a natural person or household, and (b) any information that constitutes "personal information," "personal data," "personally identifiable information" or other corollary term under any applicable data protection or privacy Laws.

(156) "Pre-Distribution Aerospace Insurance Policies" shall have the meaning set forth in Section 9.1(b).

(157) "Pre-Distribution Aerospace Liabilities" shall have the meaning set forth in Section 9.1(a).

(158) "Pre-Distribution Automation Insurance Policies" shall have the meaning set forth in Section 9.1(a).

(159) "Pre-Distribution Automation Liabilities" shall have the meaning set forth in Section 9.1(b).

(160) "Privilege" shall have the meaning set forth in Section 7.7(a).

(161) "Privileged Information" shall have the meaning set forth in Section 7.7(a).

(162) "Processing" (and its cognates) shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, any operation or set of operations which is performed on information or on sets of information, whether or not by automated means, such as collection, recording, organization, structuring, storage, transfer, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(163) "Processor" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, the Person who or that Processes Personal Data on behalf of the Controller.

(164) "Public Reports" shall have the meaning set forth in Section 5.1(d).

(165) "Real Property Restrictions" shall have the meaning set forth in Section 2.7(b).

(166) "Records" shall mean any Contracts, documents, books, records or files.

(167) "Registered IP" shall mean Intellectual Property that is registered with or issued by any Governmental Entity, together with any applications for such registration or issuance, and any domain name registrations.

(168) "Registrations" shall mean all registrations, consents, approvals, licenses or other authorizations required by applicable Law and/or granted by or from any Governmental Entity which permit the manufacture for commercial sale, sale or distribution of a product.

(169) "Regulations" shall have the meaning set forth in the Tax Matters Agreement.

(170) "Release" shall mean any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or property.

(171) "Response Actions" shall have the meaning set forth in Section 6.11(c)(i).

(172) "Restricted Real Property" shall have the meaning set forth in Section 2.7(b).

(173) "Rules" shall have the meaning set forth in Section 8.1(c).

(174) "Security Incident" shall have the meaning set forth in the Data Processing Exhibit.

(175) "Security Interest" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws and licenses, covenants not to sue and similar rights granted with respect to Intellectual Property.

(176) "Shared Contract" shall mean any Mixed Contract that is not a Non-Shared Contract.

(177) "Shared Permit" shall have the meaning set forth in Section 5.5(a).

(178) "Software" shall mean all computer programs (whether in source code, object code, or other form), including software implementations of algorithms and machine learning, natural language processing, large language model, neural network and other artificial intelligence technologies, including weights and models, together with all related documentation, including flowcharts and other logic and design diagrams, technical, functional and other specifications, and user and training manuals and materials to the extent related to any of the foregoing.

(179) "Specified Aerospace Assets" shall have the meaning set forth in the definition of "Aerospace Assets".

(180) "Specified Automation Assets" shall have the meaning set forth in the definition of "Automation Assets".

(181) "Specified Automation Liabilities" shall have the meaning set forth in the definition of "Automation Liabilities".

(182) "Subsidiary" shall mean with respect to any Person (a) a corporation, greater than fifty percent (50%) of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (b) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns greater than fifty percent (50%) of the equity or economic interest thereof or has the power to elect or direct the election of greater than fifty percent (50%) of the members of the governing body of such entity or otherwise has control over such entity (*e.g.*, as the managing partner of a partnership); provided that Subsidiaries shall not include the Aerospace Joint Ventures and Minority Investments.

(183) "Tax" or "Taxes" shall have the meaning set forth in the Tax Matters Agreement.

(184) "Tax Attributes" shall have the meaning set forth in the Tax Matters Agreement.

(185) "Tax Contest" shall have the meaning set forth in the Tax Matters Agreement.

(186) "Tax Matters Agreement" shall mean the Tax Matters Agreement, dated as of June 29, 2026, by and between Automation and Aerospace.

(187) "Tax Record" shall have the meaning set forth in the Tax Matters Agreement.

(188) "Tax Return" shall have the meaning set forth in the Tax Matters Agreement.

(189) "Taxing Authority" shall have the meaning set forth in the Tax Matters Agreement.

(190) "Third Party" shall mean any Person other than the Parties or any members of their respective Groups.

(191) "Third Party Claim" shall have the meaning set forth in Section 6.4(a).

(192) "Third Party Proceeds" shall have the meaning set forth in Section 6.8(a).

(193) "Trademark License Agreement" shall mean the Trademark License Agreement, dated as of June 25, 2026, by and between Automation and Aerospace (or their respective Affiliates).

(194) "Trademarks" shall mean trademarks, certification marks, service marks, trade names, service names, and trade dress, in each case whether or not registered, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

(195) "Transfer" shall have the meaning set forth in Section 2.2(b)(i) and the term "Transferred" shall have its correlative meaning.

(196) "Transfer Taxes" shall have the meaning set forth in the Tax Matters Agreement.

(197) "Transferred Insurance Policies" shall mean the insurance policy listed on Schedule 1.1(197).

(198) "Transition Services Agreement" shall mean the Transition Services Agreement, dated as of June 29, 2026, by and between Automation and Aerospace (or their respective Affiliates).

(199) "UK GDPR" shall have the meaning set forth in the definition of "Data Protection Laws".

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement", "the date hereof", "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually

follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (p) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if" and (q) any consent given by any party hereto pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party. Unless the context requires otherwise, references in this Agreement to "Aerospace" shall also be deemed to refer to the applicable member of the Aerospace Group, references to "Automation" shall also be deemed to refer to the applicable member of the Automation Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by Aerospace or Automation shall be deemed to require Aerospace or Automation, as the case may be, to cause the applicable members of the Aerospace Group or the Automation Group, respectively, to take, or refrain from taking, any such action.

Section 1.3 Effective Time; Suspension. This Agreement shall be effective as of the Effective Time.

ARTICLE II

THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, each Party shall use, and shall cause the other members of its Group and its respective then-Affiliates to use, their respective reasonable best efforts to consummate the transactions contemplated hereby (including the Internal Reorganization), a portion of which has already been implemented prior to the date hereof.

Section 2.2 Transfer of Assets; Assumption and Satisfaction of Liabilities.

(a) Prior to the Effective Time, the Parties shall and shall cause the other members of their respective Group and their respective then-Affiliates to complete the Internal Reorganization (other than as set forth on Schedule 2.2(a)).

(b) Prior to the Effective Time and, in each case, pursuant to the Conveyancing and Assumption Instruments and, in connection with the Internal Reorganization:

(i) Subject to Section 2.5 and Section 2.2(d), Automation shall, and shall cause the other members of its Group to, as applicable, transfer, contribute, assign and/or convey or cause to be transferred, contributed, assigned and/or conveyed ("Transfer") to Aerospace or another member of the Aerospace Group all of its and the other members of its Group's right, title and interest in and to the Aerospace Assets and the applicable member(s) of the Aerospace Group, as applicable, shall accept from Automation and the applicable members of the Automation Group, all of Automation's and the other members of the Automation Group's respective direct or indirect rights, title and interest in and to the Aerospace Assets, respectively; and

(ii) Subject to Section 2.5 and Section 2.2(d), Aerospace shall, and shall cause the other members of its Group to, as applicable, Transfer to Automation or another member of the Automation Group all of its and the other members of its Group's right, title and interest in and to the Automation Assets and the applicable member(s) of the Automation Group, as applicable, shall accept from Aerospace and the applicable members of the Aerospace Group, all of Aerospace's and the other members of the Aerospace Group's respective direct or indirect rights, title and interest in and to the Automation Assets, respectively.

(c) Assumption of Liabilities. Subject to Section 2.5 and Section 2.2(d), (i) Automation shall, or shall cause a member of the Automation Group to, accept, assume (or, as applicable, retain) and perform, discharge and fulfill, in accordance with their respective terms ("Assume"), all of the Automation Liabilities and (ii) Aerospace shall, or shall cause a member of the Aerospace Group to, Assume all of the Aerospace Liabilities.

(d) Treatment of Shared Contracts. Without limiting the generality of the obligations set forth in Section 2.2(b):

(i) Unless the benefits of a Shared Contract are conveyed to the applicable Party (or member of its Group) pursuant to an Ancillary Agreement, (A) any Contract that is a Shared Contract, shall be assigned in part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended, bifurcated, replicated or otherwise modified prior to, on or after the Effective Time, so that each Party or the members of their respective Groups shall be entitled to the rights and benefits, and shall Assume the related portion of any Liabilities, inuring to their respective Businesses (each, a "Partial Assignment"); provided, however, that (x) in no event shall any member of either Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract (including any Policy) which is not assignable (or cannot be amended or otherwise modified) by its terms (including any terms imposing Consents or conditions on an assignment where such Consents or conditions have not been obtained or fulfilled) (including those set forth on Schedule 2.2(d)) or under applicable Law and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, cannot be amended, bifurcated, replicated or otherwise modified, or if such assignment or amendment, bifurcation, replication or modification would impair the benefit the parties thereto derived from such Shared Contract, the Parties shall, and shall cause each of their respective Subsidiaries to, following the Distribution and until the earlier of one year after the Distribution Date and such time as the Partial Assignment of such Shared Contract as contemplated by the foregoing is effected, take such other reasonable and permissible actions to cause a member of the Automation Group or the Aerospace Group, as the case may be, to, in each case, (I) receive the benefit of that portion of each Shared Contract that relates to the Aerospace Business or the Automation Business, as the case may be (in each case, to the extent so related) as if such Shared Contract had been assigned to (or amended or otherwise modified for the benefit of) a member of the applicable Group pursuant to this Section 2.2(d) (including, enforcing on the applicable Group's behalf any and all of such

Group's rights against such third party under such Shared Contract solely to the extent related to the applicable Group's respective Business (or applicable portion thereof)) and (II) bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement) as if such Liabilities had been Assumed by a member of the applicable Group pursuant to this Section 2.2(d), including expenses related to enforcing rights under such Shared Contract against the third party counterparty thereto solely to the extent related to the applicable Group's respective Business (or applicable portion thereof); and indemnifying each other Group against all Indemnifiable Losses to the extent arising out of any actions (or omissions to act) taken by such other Group with respect to such Shared Contract at the direction of such directing Party (except to the extent arising out of or related to gross negligence, fraud or willful misconduct by such other Group) (in the event that any rights in connection with a Force Majeure Event or similar event are exercised under a Shared Contract, the benefits and burdens with respect to such Shared Contract (as modified by such Force Majeure Event or similar event) shall, if reasonably practicable, be shared proportionally or, if not reasonably practicable, in such other manner as would be most equitable, among the Groups related to such Contract (or in any other manner as may be agreed in good faith by the Parties), in each case, to the extent so related to the Aerospace Business or the Automation Business), and (B) to the extent that the Parties cannot effect a Partial Assignment in accordance with this Section 2.2(d), or cannot implement the arrangements set forth in clause (A), within one hundred and eighty (180) days of the Distribution Date, the Parties shall use commercially reasonable efforts to, if requested by any Party, following the Distribution and until the earlier of one year after the Distribution Date and such time as the Partial Assignment of such Shared Contract as contemplated by the foregoing is effected, seek mutually acceptable alternative arrangements (including subcontracting, sublicensing, subleasing or back-to-back agreement) for the purpose of allocating rights, liabilities and obligations to each Group under such Shared Contract reflecting the principles set forth in clause (A) of this provision (an "Acceptable Alternative Arrangement").

(ii) Each Party shall, and shall cause the other members of its Group to, use its commercially reasonable efforts to obtain the required Consents to complete a Partial Assignment of any Shared Contract as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Partial Assignment of any Shared Contract or Acceptable Alternative Arrangement shall be completed if it would violate any applicable Law or the rights of any third party to such Shared Contract.

(iii) Except as otherwise required by applicable Law, each of Automation and Aerospace shall, and shall cause the members of its respective Group to, (A) treat for all Tax purposes the portion of each Shared Contract inuring to its respective Businesses as Assets owned by, and/or Liabilities of, as applicable, such Party or the members of such Party's Group, as applicable, not later than the Effective Time and (B) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (except to the extent required by a change in applicable Tax Law or good faith resolution of a Tax Contest).

(iv) With respect to Liabilities pursuant to, under or relating to a Shared Contract to the extent relating to occurrences from and after the Distribution, such Liabilities shall, unless otherwise allocated pursuant to this Agreement or any Ancillary Agreement, be allocated among Automation and Aerospace as follows:

(A) If such Liability is incurred (x) exclusively in respect of the Aerospace Business, such Liability shall be allocated to Aerospace or the applicable member of its Group, or (y) exclusively in respect of the Automation Business, such Liability shall be allocated to Automation or the applicable member of its Group;

(B) If such Liability cannot be so allocated under clause (A) above, such Liability shall be allocated to Automation or Aerospace, as the case may be, based on the relative proportions of total benefit received (over the term of the Shared Contract remaining as of the Distribution Date) by the Aerospace Business or the Automation Business, respectively, under the relevant Shared Contract after the Distribution; and

(C) Notwithstanding the foregoing in clauses (A) and (B) above, each of Aerospace or Automation shall be responsible for any and all such Liabilities to the extent arising from its (or its Subsidiary's) breach after the Distribution of the relevant Shared Contract.

(v) None of Automation, Aerospace or any of the members of their respective Group or their Affiliates shall be required to commence any Action or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party to (x) obtain any new Contract or Partial Assignment with respect to any Shared Contract, as the case may be or (y) obtain any Consent necessary to enter into an Acceptable Alternative Arrangement; provided, however, any Party to which the benefit of a new Contract, Partial Assignment or Acceptable Alternative Arrangement would inure pursuant to this Section 2.2(d) may request that the Party that is allocated such Shared Contract as an Aerospace Asset or Automation Asset commence an Action, which request shall be considered in good faith by such Party that is allocated such Shared Contract; provided, further, that such Party's good faith determination not to commence an Action shall not in and of itself constitute a breach of this Section 2.2(d)(v), but the foregoing shall not preclude consideration of a Party's good faith for purposes of determining compliance with this Section 2.2(d)(v).

(vi) From and after the Effective Time, the Party to whose Group a Shared Contract has been allocated shall not (and shall cause the other members of its Group not to), without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed) (x) waive any rights under such Shared Contract to the extent related to the Business, Assets or Liabilities of such other Party, (y) terminate (or consent to be terminated by the counterparty) such Shared Contract except in connection with (A) the expiration of such Shared Contract in accordance with its terms (it being understood that sending a notice of non-renewal to the counterparty to such Shared Contract in accordance with the terms of such Shared Contract is expressly

permitted) or (B) a partial termination of such Shared Contract that would not reasonably be expected to impact any rights under such Shared Contract related to the Business, Assets or Liabilities of such other Party or any of its Subsidiaries, or (z) amend, modify or supplement such Shared Contract in a manner material (relative to the existing rights and obligations related to such other Party's Business, Assets or Liabilities under such Shared Contract) and adverse to the Business, Assets or Liabilities of such other Party or any of its Subsidiaries. From and after the Effective Time, if a member of a Group (the "Notice Recipient") receives from a counterparty to a Shared Contract a formal notice of breach of such Shared Contract that would reasonably be expected to impact another Group, the Notice Recipient shall provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt of such notice) and the Parties shall consult with respect to the actions proposed to be taken regarding the alleged breach. If a Group (the "Notifying Party") sends to a counterparty to a Shared Contract a formal notice of breach of such Shared Contract that would reasonably be expected to impact another Group, the Notifying Party shall provide written notice to the other Party as soon as reasonably practicable (and in any event no less than five (5) Business Days prior to sending such notice of breach to the counterparty), and the Parties shall consult with each other regarding such alleged breach. From and after the Effective Time, no Party shall (and shall cause the other members of its Group not to) breach any Shared Contract (x) to the extent such breach would reasonably be expected to result in a loss of rights, or acceleration of obligations, of any member of the other Party's Group or (y) to the extent such breach would reasonably be expected to result in a loss of rights or acceleration of obligations related to the Business, Assets or Liabilities of any member of the other Party's Group under such Shared Contract, in each case of clauses (x) and (y) pursuant to (I) such Shared Contract, (II) any Partial Assignment related to such Shared Contract or (III) any other Contract with the counterparty to such Shared Contract (or any of the counterparty's Affiliates) in existence at the Effective Time that contains cross-default or similar provisions related to such Shared Contract.

(e) Consents. Each Party shall, and shall cause each member of its respective Group to, use its commercially reasonable efforts to obtain the required Consents for the Transfer of any Assets, Contracts, Permits and Registrations or parts thereof as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Contract or other Asset shall be transferred if it would violate applicable Law or, in the case of any Contract, the rights of any third party to such Contract; provided that Sections 2.2(d) and 2.5, to the extent provided therein, shall apply thereto.

(f) Each Party understands and agrees on behalf of itself and each member of its Group that certain of the Transfers referenced in Section 2.2(b) or Assumptions referenced in Section 2.2(c) have heretofore occurred and, as a result, no additional Transfers or Assumptions by any member of the Automation Group or Aerospace Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto. To the extent that a member of the Automation Group owns an Automation Asset or a member of the Aerospace Group owns an Aerospace Asset as of the Effective Time, there shall be no need for such

member to Transfer such Asset in connection with the operation of Section 2.2(b). Moreover, to the extent that a member of the Automation Group or the Aerospace Group, as applicable, is liable for any Automation Liability or Aerospace Liability, respectively, at the Effective Time, there shall be no need for such member to Assume such Liability in connection with the operation of Section 2.2(c).

(g) Prior to the Effective Time, Aerospace shall make, or cause to be made, the Aerospace Cash Distribution by wire payment of immediately available funds to one or more accounts designated by Automation.

(h) Prior to the Effective Time, Automation, in its sole and absolute discretion, may cause Aerospace to issue to Automation, as partial consideration for the transfer of Automation Assets to Automation in the Aerospace Spin Contribution pursuant to Section 2.2, debt instruments of Aerospace on terms and conditions determined by Automation, in its sole and absolute discretion (any such debt instruments, the "Exchange Debt") to effect a debt-for-debt exchange transaction (a "Debt-for-Debt Exchange"). If the Exchange Debt is issued to Automation, then following such issuance and until the Debt-for-Debt Exchange is fully consummated, Aerospace shall, and shall cause the members of the Aerospace Group to, and shall use its reasonable best efforts to cause its and their directors, officers, employees, other personnel and agents to, provide all cooperation that is necessary, customary or advisable and reasonably requested by Automation to assist the consummation of the Debt-for-Debt Exchange and any transactions in connection therewith, including: (i) participating in meetings, presentations and due diligence sessions, (ii) assisting with the preparation of materials for presentations, memoranda and similar documents required in connection with such transactions, (iii) providing any financial information and other information about Aerospace and the Aerospace Group reasonably requested by Automation and (iv) causing its auditors to provide customary cooperation, including comfort letters and authorization letters, in connection with any such transactions.

Section 2.3 Intergroup Accounts. Except as set forth in Section 6.1(b), any and all intercompany receivables, payables, loans and balances (other than as specifically provided for under this Agreement or under any Ancillary Agreement) between any member of the Automation Group or Aerospace Group, on the one hand, and any member of the other Group, on the other hand, which exist as of immediately prior to the Distribution (the "Intergroup Accounts"), shall, prior to the Effective Time, be satisfied and/or settled in full by means of a cash payment, dividend, capital contribution, a combination of the foregoing, or otherwise canceled and terminated or extinguished, and, if not settled prior to such time, shall be deemed terminated and released at such time, in each case as determined by Automation in its sole and absolute discretion.

Section 2.4 Limitation of Liability; Intergroup Contracts.

(a) No Party shall have any Liability to the other Party in the event that any information exchanged or provided pursuant to this Agreement (but excluding any such information included in a Distribution Disclosure Document or Financing Disclosure Document)

which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate.

(b) Except as set forth in Section 2.4(c), no Party or any other member of its Group shall be liable to the other Party or any other member of such other Party's Group based upon, arising out of or resulting from any Contract, arrangement, course of dealing or understanding existing on or prior to the Distribution Date (other than this Agreement, the Ancillary Agreements) and each Party (on behalf of itself and each other member of its Group) hereby terminates any and all Contracts, arrangements, course of dealings or understandings between or among it or any of its other Group members, on the one hand, and the other Party or any of its respective Group members, on the other hand, effective as of the Effective Time (other than this Agreement, the Ancillary Agreements, and the Conveyancing and Assumption Instruments, and such Contracts, arrangements, courses of dealing or understandings with respect to goods in transit for which title has not transferred to the Automation Group (if in respect of assets that would otherwise be Automation Assets) or the Aerospace Group (if in respect of assets that would otherwise be Aerospace Assets) at the Effective Time). No such terminated Contract, arrangement, course of dealing or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Distribution. Each Party shall, and shall cause the other members of its Group to, execute and deliver such agreements, instruments and other papers as may be required to terminate any such Contract, arrangement, course of dealing or understanding pursuant to this Section 2.4(b) if so requested by the other Party.

(c) The provisions of Section 2.4(b) shall not apply to any Contracts, arrangements, commitments, course of dealings or understandings (or any of the provisions thereof) to which any Person other than the Parties and their respective Affiliates is a Party (it being understood that to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts constitute Aerospace Assets or Aerospace Liabilities, or Automation Assets or Automation Liabilities, such Contracts shall be assigned or retained pursuant to Article II).

(d) If any Contract, arrangement, course of dealing or understanding is terminated pursuant to Section 2.4(b), and, but for the mistake or oversight of any Party, would have been listed as an Ancillary Agreement or other continuing arrangement on Schedule 1.1(33) and is reasonably necessary for such affected Party to be able to continue to operate its Business in substantially the same manner in which such Businesses were operated prior to the Distribution, then, at the request of such affected Party made within twelve (12) months following the Distribution, the Parties shall negotiate in good faith to determine whether and to what extent (including the terms and conditions relating thereto), if any, notwithstanding such termination, such Contract, arrangement, course of dealing or understanding should continue, or as appropriate, be re-instated, following the Distribution.

(e) Each of the Parties shall take the actions set forth on Schedule 2.4(e) subject to the terms and conditions therein.

Section 2.5 Transfers Not Effected On or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time.

(a) To the extent that any Transfers or Assumptions contemplated by this Article II, including the Transfers of the Intentionally Delayed Aerospace Assets and certain Assets and Assumptions of certain Liabilities set forth on Schedule 2.5, shall not have been consummated at or prior to the Effective Time, the Parties shall use commercially reasonable efforts to effect such Transfers or Assumptions as promptly following the Effective Time as shall be practicable. Nothing herein shall be deemed to require or constitute the Transfer of any Assets or the Assumption of any Liabilities which by their terms or operation of Law cannot be Transferred; provided, however, that the Parties and their respective Subsidiaries shall cooperate and use commercially reasonable efforts to seek to obtain, in accordance with applicable Law, any necessary Consents for the Transfer of all Assets and Assumption of all Liabilities contemplated to be Transferred and Assumed pursuant to this Article II to the fullest extent permitted by applicable Law, including the Consents set forth on Schedule 2.2(e). In the event that any such Transfer of Assets or Assumption of Liabilities has not been consummated, from and after the Effective Time (i) the Party (or relevant member in its Group) retaining such Asset shall thereafter hold (or shall cause such member in its Group to hold) such Asset in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and (ii) the Party intended to Assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. To the extent the foregoing applies to any Contracts (other than Shared Contracts, which shall be governed solely by Section 2.2(d)) to be assigned for which any necessary Consents are not received prior to the Effective Time, the treatment of such Contracts shall also be subject to Section 2.9 and Section 2.10, to the extent applicable. In addition, the Party retaining such Asset or Liability (or relevant member of its Group) shall (or shall cause such member in its Group to) treat, insofar as reasonably possible and to the extent permitted by applicable Law, such Asset or Liability in the ordinary course of business and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party responsible for Assuming such Liability in order to place such Party, insofar as reasonably possible and to the extent permitted by applicable Law, in the same position as if such Asset or Liability had been Transferred or Assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Effective Time to the relevant member or members of the Automation Group or Aerospace Group entitled to the receipt of such Asset or required to Assume such Liability. In furtherance of the foregoing, each Party agrees (on behalf of itself and each other member of its Group) that, as of the Effective Time, subject to Section 2.9(b), each Party and/or each member of its Group shall (A) be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have Assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to Assume pursuant to the terms of this Agreement and (B) (I) enforce at the other Party's (or relevant member of its Group's) request, or allow the other Party's Group to enforce in a commercially reasonable

manner, any rights of the Party or its Group under such Assets and Liabilities against any other Persons, (II) not waive any rights related to such Assets or Liabilities to the extent related to the Business, Assets or Liabilities of the other Party's Group, (III) not terminate (or consent to be terminated by the counterparty) any Contract that constitutes such Asset except in connection with the expiration of such Contract in accordance with its terms, (IV) not amend, modify or supplement any Contract that constitutes such Asset and (V) provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt) after receipt of any formal notice of breach received from a counterparty to any Contract that constitutes such Asset; provided that the costs and expenses incurred by the responding Party or its Group in respect of any request by the other Party in respect of such Assets or Liabilities shall be borne solely by the requesting Party or its Group.

(b) If and when the Consents and/or conditions, the conflict, absence, non-satisfaction, existence or potential violation of which caused the deferral of Transfer of any Asset or deferral of the Assumption of any Liability pursuant to Section 2.5(a), are obtained or satisfied, the Transfer, assignment, Assumption or novation of the applicable Asset or Liability shall be effected by the applicable Party (or relevant member of its Group) as promptly as reasonably practicable, and in any event within the applicable time set forth beside such Asset or Liability on Schedule 2.5, without further consideration in accordance with and subject to the terms of this Agreement (including Sections 2.2 and 2.5) and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue or otherwise unreasonable cost on any Party, be deemed to have become effective as of the Effective Time; provided that failure to effectuate such Transfer, assignment, Assumption or novation of the applicable Asset or Liability by such time set forth beside such Asset or Liability on a Schedule 2.5 shall not relieve any Party (or relevant member of its Group) from any obligation to so Transfer, assign, Assume or novate such Asset or Liability under this Agreement.

(c) The Party (or relevant member of its Group) retaining any Asset or Liability due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability pursuant to Section 2.5(a) or otherwise shall (i) not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, assumed, or agreed in advance to be reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar or other incidental fees, all of which shall be promptly reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability and (ii) be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such retained Asset or Liability, as the case may be. Except as otherwise expressly provided herein, none of Automation or Aerospace or any of their respective Affiliates shall be required to commence any Action or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party with respect to any Assets or Liabilities not Transferred as of the Effective Time; provided, however, that any Party to which such Asset or Liability has not been Transferred or Assumed, respectively, due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability, may request that the Party retaining such Asset or

Liability commence an Action, which request shall be considered in good faith by the Party retaining such Asset or Liability; provided, further, that a Party's good faith determination not to commence an Action shall not in and of itself constitute a breach of this Section 2.5(c), but the foregoing shall not preclude consideration of a Party's good faith for purposes of determining compliance with this Section 2.5(c).

(d) Notwithstanding anything else set forth in this Section 2.5 to the contrary, (i) neither Automation nor any of its Subsidiaries shall be required by this Section 2.5 to take any action that may, in the good faith judgment of Automation, (x) result in a violation of any obligation which Automation or any such Subsidiary has to any Third Party or (y) violate applicable Law, and (ii) neither Aerospace nor any of its Subsidiaries shall be required by this Section 2.5 to take any action that may, in the good faith judgment of Aerospace, (x) result in a violation of any obligation which Aerospace or any such Subsidiary has to any Third Party or (y) violate applicable Law.

(e) The failure to obtain a Consent shall not in and of itself constitute a breach of this Agreement; provided that the foregoing shall not preclude consideration of a Party's efforts in pursuing such Consent for purposes of determining compliance with this Section 2.5.

(f) Except as otherwise required by applicable Law, with respect to Assets and Liabilities described in Section 2.5(a), each of Automation and Aerospace shall, and shall cause the members of its respective Group to, (i) treat for all Tax purposes (A) the deferred Assets as assets having been Transferred to and owned by the Party entitled to such Assets not later than the Effective Time (except, with respect to any Intentionally Delayed Aerospace Asset, as otherwise contemplated by or as may be consistent with any Conveyancing and Assumption Instruments effecting the Transfer of such Intentionally Delayed Aerospace Asset) and (B) the deferred Liabilities as liabilities having been Assumed and owned by the Person intended to be subject to such Liabilities not later than the Effective Time and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (except to the extent required by a change in applicable Tax Law or good faith resolution of a Tax Contest).

(g) The Parties shall take such actions with respect to the Intentionally Delayed Aerospace Assets as are set forth in Schedule 1.1(6)(xi).

Section 2.6 Wrong Pockets; Mail & Other Communications; Payments.

(a) Subject to Section 2.5 and Section 2.2(d), (i) if at any time after the Distribution Date, any Party discovers that any Aerospace Asset is held by any member of the Automation Group or any of its respective then-Affiliates, Automation shall, and shall cause the other members of its Group and its and their then-Affiliates to, use their respective reasonable best efforts to promptly procure the Transfer of the relevant Aerospace Asset to Aerospace or an Affiliate of Aerospace designated by Aerospace for no additional consideration; or (ii) if at any time after the Distribution, any Party discovers that any Automation Asset is held by any member of the Aerospace Group or any of its then-Affiliates, Aerospace shall, and shall cause the other members, its Group and its and their respective then-Affiliates to, use their respective

reasonable best efforts to promptly procure the Transfer of the relevant Automation Asset to Automation or an Affiliate of Automation designated by Automation for no additional consideration; provided that in the case of clause (i), neither Automation nor any of its Affiliates, or in the case of clause (ii), neither Aerospace nor any of its Affiliates, shall be required to commence any Action or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party. If reasonably practicable and permitted under applicable Law, such Transfer may be effected by rescission of the applicable portion of a Conveyancing and Assumption Instrument as may be agreed by the Parties.

(b) At any time after the Distribution, if any Party or any member of its Group (or any of its or their respective then-Affiliates) owns any Asset that, although not Transferred pursuant to this Agreement, is agreed by such Party and the other Party in their good faith judgment to be an Asset that more properly belongs to such other Party or a member of its Group, or to be an Asset that such other Party or a member of its Group was intended to have the right to continue to use (other than, as between any two Parties, any Asset acquired from an unaffiliated third party by a Party or member of such Party's Group following the Distribution), then the Party or a member of its Group (or applicable then-Affiliate) owning such Asset shall, as applicable, (i) Transfer any such Asset to the Party or a member of its Group identified as the appropriate transferee and following such Transfer, such Asset shall be an Aerospace Asset or Automation Asset, as the case may be, or (ii) grant such mutually agreeable rights with respect to such Asset to permit such continued use, subject to, and consistent with, this Agreement, including with respect to Assumption of associated Liabilities. If reasonably practicable and permitted under applicable Law, such Transfer may be effected by rescission of the applicable portion of a Conveyancing and Assumption Instrument as may be agreed by the relevant Parties.

(c) After the Effective Time, each Party (or any member of its Group and any of its or their respective then-Affiliates) may receive mail, packages and other communications properly belonging to the other Party (or any member of its Group). Accordingly, at all times after the Effective Time, each Party (or any member of its Group and any of its or their respective then-Affiliates) is hereby authorized to receive and, to the extent reasonably necessary to identify the proper recipient in accordance with this Section 2.6(c), open all mail, packages and other communications received by such Party (or member of its Group or its or their then-Affiliate) that belongs to such other Party (or member of such other Party's Group), and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall as promptly as reasonably practicable deliver or cause to be delivered such mail, packages or other communications (or, in case the same also relates to the business of the receiving Party or the other Party, copies thereof) to such other Party as provided for in Section 10.6; provided that, if a Party (or any member of its Group and any of its or their respective then-Affiliates) receives any claim or demand against the other Party (or any member of such other Party's Group), or any notice or other communication regarding any Action involving the other Party (or any member of such other Party's Group), such Party shall and shall cause the other members of its Group to, as promptly as practicable (and, in any event, use commercially reasonable efforts to do so within fifteen (15) days after receipt thereof) notify such other Party (including such other Party's legal department) of the receipt of such claim, demand, notice or other communication, and shall promptly deliver such claim, demand, notice

or other communication (or, in case the same also relates to the business of the receiving Party or the other Party, copies thereof) to such other Party; provided, however, that the failure to provide such notice shall not constitute a breach of this Section 2.6(c) except to the extent that any such Party shall have been actually prejudiced as a result of such failure. The provisions of this Section 2.6(c) are not intended to, and shall not, be deemed to constitute an authorization by any Party or any other member of either Group (or any of their Affiliates from time to time) to permit the other to accept service of process on its behalf and no Party is or shall be deemed to be the agent of the other Party or any other member of either Group or any of their respective then-Affiliates for service of process purposes.

(d) After the Distribution, Aerospace shall, or shall cause the other members of its Group and its and any of its respective then-Affiliates to, promptly pay or deliver to Automation (or its designee) any monies or checks that have been received by Aerospace (or another member of its Group or its or its respective then-Affiliates) after the Distribution to the extent they are (or represent the proceeds of) an Automation Asset (it being understood and agreed that any such amounts shall be paid and delivered on a monthly basis for the first six (6) months following the Distribution Date, and thereafter on a quarterly basis, in each case to the applicable members of the Automation Group; provided that if the aggregate amount not yet paid or delivered exceeds $50,000,000 before such monthly or quarterly payment and delivery, as applicable, such amount shall be paid and delivered to the applicable members of the Automation Group within fourteen (14) days).

(e) After the Distribution, Automation shall, or shall cause the other members of its Group and its and any of its respective then-Affiliates to, promptly pay or deliver to Aerospace (or its designee) any monies or checks that have been received by Automation (or another member of its Group or its or its respective then-Affiliates) after the Distribution to the extent they are (or represent the proceeds of) an Aerospace Asset (it being understood and agreed that any such amounts shall be paid and delivered on a monthly basis for the first six (6) months following the Distribution Date, and thereafter on a quarterly basis, in each case to the applicable members of the Aerospace Group; provided that if the aggregate amount not yet paid or delivered exceeds $50,000,000 before such monthly or quarterly payment and delivery, such amount shall be paid and delivered to the applicable members of the Aerospace Group within fourteen (14) days).

Section 2.7 Conveyancing and Assumption Instruments.

(a) In connection with, and in furtherance of, the Transfers of Assets and the acceptance and Assumptions of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, on or prior to the Distribution, by the appropriate entities, the Conveyancing and Assumption Instruments necessary to evidence the valid and effective Assumption by the applicable Party of its Assumed Liabilities and the valid Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its accepted Assets, in substantially the form contemplated hereby for Transfers and Assumptions to be effected pursuant to Delaware Law or the Laws of one of the other states of the United States or, if not appropriate for a given Transfer or Assumption, and for Transfers and Assumptions to

be effected pursuant to non-U.S. Laws, in such other form as the Parties shall reasonably agree; provided that Section 6.4(g) shall apply to each Transfer and Assumption contemplated by this Agreement.

(b) With respect to the transfer, directly or indirectly, in connection with the transactions contemplated hereby, of any Aerospace Real Property (or any portion thereof), the restrictions set forth on Exhibit A attached hereto (the "Real Property Restrictions") shall apply unless (A) such Aerospace Real Property is set forth on Schedule 2.7(b) or (B) (i) the transferee of such Aerospace Real Property reasonably determines that compliance with one or more of the Real Property Restrictions is not necessary based on the facts and circumstances existing at the time and notifies the applicable transferor thereof, and (ii) such transferor consents in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed) (any such restricted Aerospace Real Property, the "Restricted Real Property"). In furtherance of the foregoing, prior to the Distribution, the transferor of any Restricted Real Property shall be entitled to, in its reasonable discretion, taking into account applicable Law and practicality, exclude or modify to be less stringent any or all of the Real Property Restrictions in the respective Conveyancing and Assumption Instrument. With respect to any Restricted Real Property that constitutes an Aerospace Asset or Automation Asset, Aerospace (or the applicable member of its Group) or Automation (or the applicable member of its Group), respectively, may, in its discretion, request that the transferor of such Restricted Real Property remove one or more Real Property Restrictions in the event that facts and circumstances reasonably warrant such removal, and, provided that the transferor of such Restricted Real Property consents in writing to such removal (such consent not to be unreasonably withheld, conditioned or delayed), the transferor shall (or if the transferor is a member of a Party's Group, such Party shall cause such transferor to), at the expense of the requesting Party (or applicable member of its Group), reasonably cooperate to remove such Real Property Restrictions. Unless and until the Real Property Restrictions have been removed, each Party shall, and shall cause the other members of its Group and its and their respective transferees to, comply with the Real Property Restrictions, unless in the reasonable discretion of the Parties, enforcement of the applicable Real Property Restrictions is not necessary based on the facts and circumstances existing at the time.

Section 2.8 Further Assurances.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement and subject to the limitations expressly set forth in this Agreement, including Section 2.5, each of the Parties shall, and shall cause the other members of its Group to, cooperate with each other and use commercially reasonable efforts, at and after the Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, at and after the Effective Time, each Party shall, and shall cause the other members of its Group to, cooperate with the other Party (or the relevant member of its Group), and without any further consideration, but at the expense (unless allocated to the Group of the requested Party pursuant to the other terms of this

Agreement) of the requesting Party (or the relevant member of its Group) (except as provided in Sections 2.2(d)(v) and 2.5(c)) from and after the Effective Time, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer, and to make all filings with, and to obtain all Consents, any permit, license, Contract, indenture or other instrument (including any Consents), and to take all such other actions as such Party (or the relevant member of its Group) may reasonably be requested to take by the other Party (or the relevant member of its Group) from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby. Without limiting the foregoing, each Party shall, and shall cause the other members of its Group to, at the reasonable request, cost and expense (unless allocated to the Group of the requested Party (or other member of its Group) pursuant to the other terms of this Agreement) of the other Party, take such other actions as may be reasonably necessary to vest in such other Party (or other member of its Group) such title and such rights as possessed by the transferring Party (or its Group) to the Assets allocated to such Party (or member of its Group) under this Agreement, free and clear of any Security Interest.

(c) On or prior to the Effective Time, Automation and Aerospace in their respective capacities as direct and indirect stockholders of the members of their Groups, shall each ratify any actions which are reasonably necessary or desirable to be taken by Automation, Aerospace or any of the members of their respective Groups, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 2.9 Novation of Liabilities.

(a) Each Party, at the request of the other Party (such other Party, the "Other Party"), shall use commercially reasonable efforts to obtain, or to cause to be obtained, any Consent, release, substitution or amendment required to novate or assign to the fullest extent permitted by Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.2(d)), and other obligations or Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10) for which a member of such Party's Group and a member of the Other Party's Group are jointly or severally liable and that do not constitute Liabilities of such Other Party as provided in this Agreement, or to obtain in writing the unconditional release of the Other Party to such arrangements (other than any member of the Group who Assumed or retained such Liability as set forth in this Agreement), so that, in any such case, the members of the applicable Group will be solely responsible for such Liabilities; provided, however, that no Party shall be obligated to pay any consideration therefor to any Third Party from whom any such Consent, substitution or amendment is requested (unless such Party is fully reimbursed by the requesting Party). Upon either Party's reasonable request (not to exceed twice per fiscal quarter) after the Distribution, the Other Party shall deliver to such requesting Party a list of the Consents, releases, substitutions or amendments required to novate or assign to the fullest extent permitted by Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.2(d)), and other obligations or Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10) for which a member of such Party's

Group and a member of the Other Party's Group are jointly or severally liable and that do not constitute Liabilities of such Other Party as provided in this Agreement, along with the status and anticipated timing for obtaining such Consents, releases, substitutions or amendments required.

(b) If the Parties are unable to obtain, or to cause to be obtained, any such required Consent, release, substitution or amendment, the Other Party or a member of such Other Party's Group shall continue to be bound by such Contract or other obligation that does not constitute a Liability of such Other Party and, unless not permitted by Law or the terms thereof, as agent or subcontractor for such Party, the Party or member of such Party's Group who Assumed or retained such Liability as set forth in this Agreement (the "Liable Party") shall, or shall cause a member of its Group to, directly pay, perform and discharge fully all the obligations or other Liabilities of such Other Party or member of such Other Party's Group thereunder from and after the Effective Time. The Other Party shall, without further consideration, promptly pay and remit, or cause to be promptly paid or remitted, to the Liable Party or to another member of the Liable Party's Group, all money, rights and other consideration received by it or any member of its Group in respect of such performance by the Liable Party (unless any such consideration is an Asset of such Other Party pursuant to this Agreement). If and when any such Consent, release, substitution or amendment shall be obtained or such agreement, lease or other rights or obligations shall otherwise become assignable or able to be novated, the Other Party shall promptly Transfer all rights, obligations and other Liabilities thereunder of any member of such Other Party's Group to the Liable Party or to another member of the Liable Party's Group without payment of any further consideration and the Liable Party, or another member of such Liable Party's Group, without the payment of any further consideration, shall Assume such rights and Liabilities. Each of the Parties shall, and shall cause their respective Subsidiaries to, take all actions and do all things reasonably necessary on its part, or such Subsidiaries' part, under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Section 2.9(b).

Section 2.10 Guarantees and Credit Support Instruments.

(a) (i) Automation shall, and shall cause the other members of its Group to, (with the reasonable cooperation of Aerospace) use commercially reasonable efforts to (A) cause a member of the Automation Group to be substituted in all respects for a member of the Aerospace Group, and/or (B) have all members of the Aerospace Group removed or released as guarantor of or obligor for any Automation Liability (including any credit agreement, guarantee (including guarantees for performance or payment under Contracts), indemnity or Credit Support Instrument given or obtained by any member of the Aerospace Group for the benefit of any member of the Automation Group) to the fullest extent permitted by applicable Law, including in respect of the guarantees set forth on Schedule 2.10(a)(i), and (ii) Aerospace shall, and shall cause the other members of its Group to, (with the reasonable cooperation of Automation) use commercially reasonable efforts to (A) cause a member of the Aerospace Group to be substituted in all respects for a member of the Automation Group, and/or (B) have all members of the Automation Group removed or released as guarantor of or obligor for any Aerospace Liability (including any credit agreement, guarantee (including guarantees for performance or payment under Contracts), indemnity or Credit Support Instrument given or

obtained by any member of the Automation Group for the benefit of any member of the Aerospace Group) to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(ii), in each case (clauses (i) and (ii)), on or prior to the Distribution Date or as soon as reasonably practicably thereafter, but in any event within twelve (12) months of the Distribution Date, in respect of Credit Support Instruments, or within twenty-four (24) months of the Distribution Date, in respect of any credit agreement, guarantee, or indemnity; provided that failure to effectuate the foregoing within twelve (12) months of the Distribution Date, in respect of Credit Support Instruments, or within twenty-four (24) months of the Distribution Date, in respect of any credit agreement, guarantee, or indemnity, shall not relieve any Party (or the other members of its applicable Group) of any obligation under this Section 2.10(a), and such Party shall, and shall cause the other members of its Group to, continue to use commercially reasonable efforts to take the actions contemplated by this Section 2.10(a). Except as otherwise provided in Section 2.10(b), no member of the Aerospace Group or Automation Group or any of their respective Affiliates from time to time shall be required to commence any Action or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party with respect to any such guarantees.

(b) On or prior to the Distribution Date or as soon as reasonably practicable thereafter, but in any event within twenty-four (24) months of the Distribution Date, to the extent required to obtain a release from a guaranty (a "Guaranty Release") (i) of any member of the Automation Group, then Aerospace shall, and shall cause the other members of the Aerospace Group to, as applicable, execute a guaranty agreement in the form of the existing guaranty, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which any member of the Aerospace Group would be reasonably unable to comply or (B) which would be reasonably expected to be breached, and (ii) of any member of the Aerospace Group, then Automation shall, and shall cause the other members of the Automation Group to, as applicable, execute a guaranty agreement in the form of the existing guaranty, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which any member of the Automation Group would be reasonably unable to comply or (B) which would be reasonably expected to be breached; provided that failure to effectuate the foregoing within twenty-four (24) months of the Distribution Date shall not relieve any Party (or the other members of its applicable Group) of any obligation under this Section 2.10(b), and such Party shall, and shall cause the other members of its Group to, continue to take the actions contemplated by this Section 2.10(b).

(c) If either of Automation or Aerospace is unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a) and (b) of this Section 2.10, (i) the Party whose Group is the relevant beneficiary shall indemnify and hold harmless the guarantor or obligor for any Indemnifiable Loss arising from or relating thereto (in accordance with the provisions of Article VI) and shall or shall cause one of the other members of its Group, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) each of Automation and Aerospace agrees not to (and to cause the members of their respective Groups not to) renew or extend the term of, increase its obligations under, or Transfer to a third party, any guarantees or Credit Support Instruments, for which the other Party is or

may be liable, without the prior written consent of such other Party (such consent not to be unreasonably withheld, delayed or conditioned), unless all obligations of such other Party and the other members of such Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such Party; provided, however, with respect to guarantees included in leases for real property, in the event a Guaranty Release is not obtained and such Party wishes to extend the term of such guaranteed lease, then such Party shall have the option of extending the term until a date not to exceed the fourth (4th) anniversary of the Distribution Date if it provides such security as is reasonably satisfactory to the guarantor under such guaranteed lease, and (iii) the relevant beneficiary shall pay to the guarantor or obligor a fee payable at the end of each calendar quarter (the first of such payments being due on the last Business Day of the first full calendar quarter that ends on or after the date that is twenty-four (24) months after the Distribution Date) based on a rate of: (x) in the case of guarantees of performance or indemnity under a Contract, $1,000 per calendar quarter per Contract for which such performance guarantee or indemnity has not been removed (provided, that if such performance guarantee or indemnity is removed during the course of a given calendar quarter, such rate shall be pro-rated in accordance with the number of calendar days such performance guarantee or indemnity remained in effect), (y) in the case of guarantees of a discrete payment amount or other discrete monetary amount (including guarantees included in leases for real property), 1.75% per annum on the applicable guaranteed amount (provided that if such payment or other discrete monetary amount guarantee is removed during the course of a given calendar quarter, such rate shall be pro-rated in accordance with the number of calendar days such payment or other discrete monetary amount guarantee remained in effect), and (z) in the case of guarantees (including revolving credit agreements and indefinite quantity vendor contracts) of variable amounts, 1.75% per annum of an amount in respect of such Contract to be mutually agreed between Automation and Aerospace in accordance with Schedule 2.10(c).

(d) Each Party shall, and shall cause the other members of their respective Groups to cooperate and (i) Aerospace shall, and shall cause the other members of its Group to, use commercially reasonable efforts to replace all Credit Support Instruments issued or procured by Automation or other members of the Automation Group, on behalf of or in favor of any member of the Aerospace Group or the Aerospace Business, including in respect of those Credit Support Instruments set forth on Schedule 2.10(d)(i) (the "Aerospace CSIs"), as promptly as practicable with Credit Support Instruments from Aerospace or a member of the Aerospace Group as of the Effective Time, but in any event within twelve (12) months of the Distribution Date, and (ii) Automation shall, and shall cause the other members of its Group to, use commercially reasonable efforts to replace all Credit Support Instruments issued or procured by Aerospace or other members of the Aerospace Group, on behalf of or in favor of any member of the Automation Group or the Automation Business, including in respect of those Credit Support Instruments set forth on Schedule 2.10(d)(ii) (the "Automation CSIs"), as promptly as practicable with Credit Support Instruments from Automation or a member of the Automation Group as of the Effective Time, but in any event within twelve (12) months of the Distribution Date; provided that, in each case, failure to effectuate the foregoing within twelve (12) months of the Distribution Date shall not relieve any Party (or the other members of its applicable Group) of any obligation under this Section 2.10(d), and such Party shall, and shall cause the other members of its Group to, continue to take the actions contemplated by this Section 2.10(d):

(i) With respect to any Aerospace CSIs that remain outstanding after the Effective Time, (x) Aerospace shall, and shall cause the members of the Aerospace Group to, jointly and severally, indemnify and hold harmless the Automation Indemnitees for any Liabilities arising from or relating to such Aerospace CSIs, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such Aerospace CSIs in accordance with the terms thereof, plus, unless reimbursed within twenty-four (24) hours of being drawn by (or for the benefit of) or disbursements made to the beneficiaries of such Aerospace CSIs (the "Applicable Aerospace CSI Draw Date"), a ticking fee based on a rate of SOFR plus 2% per annum (or, if SOFR is no longer commonly accepted by market participants, an alternative floating rate index that is commonly accepted by market participants, which SpinCo and RemainCo shall jointly determine, each acting in good faith) applied to the number of days elapsed between the date drawn and the date actually indemnified (inclusive of each of the Applicable Aerospace CSI Draw Date and the day actually indemnified), (y) Aerospace shall pay to Automation a fee payable at the end of each calendar quarter (the first of such payments being due on the last Business Day of the first full calendar quarter that is twelve (12) months after the Distribution Date), based on a rate of 1.75% per annum on the average outstanding balance during such quarter of any outstanding Aerospace CSIs issued by Automation or any member of the Automation Group, respectively, and (z) without the prior written consent of Automation, Aerospace shall not, and shall not permit any member of the Aerospace Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, Contract or other obligation in connection with which Automation or any member of the Automation Group, respectively, has issued any Credit Support Instruments which remain outstanding. None of Automation or the members of the Automation Group will have any obligation to renew any Credit Support Instruments issued or procured on behalf of or in favor of any member of the Aerospace Group or the Aerospace Business after the expiration of such Aerospace CSI.

(ii) With respect to any Automation CSIs that remain outstanding after the Effective Time, (x) Automation shall, and shall cause the members of the Automation Group to, jointly and severally, indemnify and hold harmless the Aerospace Indemnitees for any Liabilities arising from or relating to such Automation CSIs, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such Automation CSIs in accordance with the terms thereof, plus, unless reimbursed within twenty-four (24) hours of being drawn by (or for the benefit of) or disbursements made to the beneficiaries of such Automation CSIs (the "Applicable Automation CSI Draw Date"), a ticking fee based on a rate of SOFR plus 2% per annum (or, if SOFR is no longer commonly accepted by market participants, an alternative floating rate index that is commonly accepted by market participants, which SpinCo and RemainCo shall jointly determine, each acting in good faith) applied to the number of days elapsed between the Applicable Automation CSI Draw Date and the date actually indemnified (inclusive of each of the Applicable Automation CSI Draw Date and the day actually

indemnified), (y) Automation shall pay to Aerospace a fee payable at the end of each calendar quarter (the first of such payments being due on the last Business Day of the first full calendar quarter that is twelve (12) months after the Distribution Date) based on a rate of 1.75% per annum on the average outstanding balance during such quarter of any outstanding Automation CSIs issued by Aerospace or any member of the Aerospace Group, respectively, and (z) without the prior written consent of Aerospace, Automation shall not, and shall not permit any member of the Automation Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, Contract or other obligation in connection with which Aerospace or any member of the Aerospace Group, respectively, has issued any Credit Support Instruments which remain outstanding. None of Aerospace or the members of the Aerospace Group will have any obligation to renew any Credit Support Instruments issued or procured on behalf of or in favor of any member of the Automation Group or the Automation Business after the expiration of such Automation CSI.

Section 2.11 Bank Accounts; Cash Balances.

(a) Each of Automation and Aerospace shall, and shall cause the respective members of their Group to, use their commercially reasonable efforts to take all actions necessary to amend all Contracts governing each bank and brokerage account owned by Aerospace and any other member of the Aerospace Group (collectively, the "Aerospace Accounts"), so that from and after the Effective Time such Aerospace Accounts, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "Linked") to any bank or brokerage account owned by Automation or any member of the Automation Group (collectively, the "Automation Accounts") are de-Linked from such Aerospace Accounts.

(b) Each of Automation and Aerospace shall, and shall cause the respective members of their Group to, use their commercially reasonable efforts to take all actions necessary to amend all Contracts governing the Automation Accounts so that from and after the Effective Time, such Automation Accounts, if currently Linked to any Aerospace Account, are de-Linked from such Aerospace Accounts.

(c) With respect to any outstanding checks issued by Automation, Aerospace or any of the respective members of their Group prior to the Effective Time, such outstanding checks shall be honored from and after the Effective Time by the Person or Group owning the account on which the check is drawn, without modifying in any way the allocation of Liability (and rights to reimbursement) for such amounts under this Agreement or any Ancillary Agreement.

Section 2.12 Disclaimer of Representations and Warranties. EACH OF AUTOMATION (ON BEHALF OF ITSELF AND EACH MEMBER OF THE AUTOMATION GROUP) AND AEROSPACE (ON BEHALF OF ITSELF AND EACH MEMBER OF THE AEROSPACE GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR

DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENTS OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES, INFORMATION OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NONINFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF OR AS TO THE RIGHT OR ABILITY TO ENGAGE IN ANY CONDUCT FREE OF CLAIMS OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR THEREIN, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM OF DEED OR CONVEYANCE) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST OR OTHER MATTER WHETHER OR NOT OF RECORD AND (II) ANY NECESSARY CONSENTS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

Section 2.13 Transition Committee. Prior to the Effective Time, the Parties shall establish a transition committee (the "Transition Committee") that shall consist of representatives from each of Automation and Aerospace, with a level of seniority and representing such areas of functional responsibility as agreed between the Parties. The Transition Committee shall be responsible for monitoring and managing all matters related to any of the transactions contemplated by this Agreement or any Ancillary Agreements from and after the Effective Time. The Transition Committee shall have the authority to: (a) establish one or more subcommittees from time to time as it deems appropriate or as may be described in any Ancillary Agreements, with each such subcommittee comprised of one (1) or more members of the Transition Committee or one (1) or more employees of either Party or any other member of its respective Group, and each such subcommittee having such scope of responsibility as may be determined by the Transition Committee from time to time; (b) delegate to any such subcommittee any of the powers of the Transition Committee; (c) combine, modify the scope of responsibility of, and disband any such subcommittee; and (d) modify or reverse any such delegations. The Transition Committee shall initially follow the general procedures and have the composition set forth on Schedule 2.13 in managing the responsibilities delegated to it under this Section 2.13, and the Parties may modify such procedures and composition from time to time. All decisions by the Transition Committee or any subcommittee thereof shall be effective only if mutually agreed by

both Parties. The Parties shall use the procedures set forth in Article VIII to resolve any matters as to which the Transition Committee is not able to reach a decision.

ARTICLE III

CERTAIN ACTIONS AT OR PRIOR TO THE DISTRIBUTION

Section 3.1 Certificate of Incorporation; Bylaws. At or prior to the Effective Time, all necessary actions shall be taken to adopt the form of Amended and Restated Certificate of Incorporation and Amended and Restated By-laws filed by Aerospace with the Commission as exhibits to the Aerospace Form 10, subject to any changes thereto determined to be made by Automation prior to the Effective Time in its sole discretion.

Section 3.2 Directors. At or prior to the Effective Time, Automation shall take all necessary action to cause the Board of Directors of Aerospace to consist of the individuals identified in the Aerospace Information Statement as directors of Aerospace.

Section 3.3 Officers. At or prior to the Effective Time, Automation shall take all necessary action to cause the individuals identified as such in the Aerospace Information Statement to be officers of Aerospace as of the Distribution Date.

Section 3.4 Resignations. At or prior to the Distribution, each of Automation and Aerospace shall cause all of its employees and all employees of its respective Subsidiaries (excluding any employees of any member of its respective Group) to resign, effective as of the Distribution, from all positions as officers or directors of any member of the other Groups (and any other Person where such position is as a designee or representative of the other Groups) in which they serve.

Section 3.5 Ancillary Agreements. At or prior to the Effective Time, each of Automation and Aerospace shall enter into, and/or (where applicable) shall cause a member or members of their respective Group to enter into, the Ancillary Agreements and any other Contracts in respect of the Distribution reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

Section 3.6 NASDAQ. Automation shall, to the extent possible, give Nasdaq not less than ten (10) days' advance notice of the Distribution Record Date in compliance with Rule 10b-17 under the Exchange Act. At or prior to the Effective Time, Aerospace shall prepare and file, and shall use its commercially reasonable efforts to have approved, an application for the listing of the Aerospace Common Stock to be delivered in the Distribution on Nasdaq, subject to official notice of distribution.

Section 3.7 Securities Law Matters. Aerospace shall file any amendments or supplements to the Form 10 as may be necessary or advisable in order to cause the Form 10 to become and remain effective as required by the Commission or federal, state or other applicable securities Laws. Automation and Aerospace shall cooperate in preparing, filing with the Commission and causing to become effective registration statements or amendments thereof

which are required to reflect the establishment of, or amendments to, any employee benefit and other plans necessary or advisable in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. Automation and Aerospace will prepare, and Aerospace will, to the extent required under applicable Law, file with the Commission, any such documentation and any requisite no-action letters which Automation determines are necessary or desirable to effectuate the Distribution, and Automation and Aerospace shall each use its commercially reasonable efforts to obtain all necessary approvals from the Commission with respect thereto as soon as practicable. Automation and Aerospace shall take all such action as may be necessary or appropriate under the securities or blue sky laws of the United States (and any comparable Laws under any foreign jurisdiction) in connection with the Distribution.

Section 3.8 Availability of Aerospace Information Statement. Automation shall, as soon as is reasonably practicable after the Form 10 is declared effective under the Exchange Act and the Board has approved the Distribution, cause the Aerospace Information Statement to be made available to the holders of record of shares of Automation Common Stock as of the Distribution Record Date.

Section 3.9 Agent. At or prior to the Effective Time, Automation shall enter into a distribution agent agreement with the Agent or otherwise provide instructions to the Agent regarding the Distribution.

Section 3.10 Stock-Based Employee Benefit Plans. At or prior to the Effective Time, Automation and Aerospace shall take all actions as may be necessary to approve the grants of adjusted equity awards by Automation (in respect of shares of Automation Common Stock) and Aerospace (in respect of shares of Aerospace Common Stock) in connection with the Distribution in order to satisfy the requirements of Rule 16b-3 under the Exchange Act.

ARTICLE IV

THE DISTRIBUTION

Section 4.1 Stock Dividends to Automation.

(a) In connection with the Distribution, (i) on or prior to the Distribution Date, Aerospace shall issue to Automation, as a stock dividend, such number of shares of Aerospace Common Stock (or Automation and Aerospace shall take or cause to be taken such other appropriate actions to ensure that Automation has the requisite number of shares of Aerospace Common Stock) as will be required so that the total number of shares of Aerospace Common Stock held by Automation immediately prior to the Distribution is equal to the total number of shares of Aerospace Common Stock distributable in the Distribution, and (ii) on the Distribution Date, subject to the conditions and other terms set forth in this Article IV, Automation shall cause the Agent to distribute all of the then issued and outstanding shares of Aerospace Common Stock to holders of Automation Common Stock as of the close of business on the Distribution Record Date, and to credit the appropriate number of such shares of Aerospace Common Stock to book entry accounts for each such holder or designated transferee or transferees of such holder of Aerospace Common Stock. For stockholders of Automation who

own Automation Common Stock through a broker or other nominee, their shares of Aerospace Common Stock will be credited to their respective accounts by such broker or nominee. Each holder of Automation Common Stock as of the close of business on the Distribution Record Date (or such holder's designated transferee or transferees) will be entitled to receive in the Distribution one (1) share of Aerospace Common Stock for every two (2) shares of Automation Common Stock held by such stockholder. No action by any such stockholder (or such stockholder's designated transferee or transferees) shall be necessary for such stockholder (or such stockholder's designated transferee or transferees) to receive the applicable number of shares of (and, if applicable, cash in lieu of any fractional shares of) Aerospace Common Stock such stockholder is entitled to in the Distribution.

Section 4.2 Fractional Shares. Automation stockholders holding a number of shares of Automation Common Stock as of the close of business on the Distribution Record Date which would entitle such stockholders to receive less than one whole share of Aerospace Common Stock in the Distribution, will receive cash in lieu of fractional shares. Fractional shares of Aerospace Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. The Agent shall, as soon as practicable after the Distribution Date, (a) determine the number of whole shares and fractional shares of Aerospace Common Stock allocable to each holder of record or beneficial owner of Automation Common Stock as of the close of business on the Distribution Record Date, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions, in each case, at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests, and (c) distribute to each such holder, or for the benefit of each such beneficial owner, such holder or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of Aerospace Common Stock after making appropriate deductions for any amount required to be withheld for Tax purposes, for applicable Transfer Taxes and for the costs and expenses of such sale and distribution, including brokers fees and commissions. None of Automation, Aerospace or the Agent will guarantee any minimum sale price for the fractional shares of Aerospace Common Stock. None of Automation or Aerospace will pay any interest on the proceeds from the sale of fractional shares. The Agent acting on behalf of the applicable Party will have the sole discretion to select the broker-dealers through which to sell the aggregated fractional shares and to determine when, how and at what price to sell such shares. Neither the Agent nor the broker-dealers through which the aggregated fractional shares are sold shall be Affiliates of Automation or Aerospace.

Section 4.3 Sole Discretion of Automation. Automation shall, in its sole and absolute discretion, determine the Distribution Date and all other terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition, Automation may, in accordance with Section 10.11, at any time and from time to time until the completion of the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution. Without limiting the foregoing and notwithstanding anything to the contrary in this Agreement, Automation shall have the right not to complete the Distribution if, at any time prior to the Distribution, the Board shall have determined, in its sole discretion, that the

Distribution is not in the best interests of Automation or its stockholders, that a sale or other alternative is in the best interests of Automation or its stockholders or that it is not advisable at that time for the Aerospace Business to separate from Automation. Automation shall select any investment bank or manager in connection with the transactions contemplated hereby, as well as any financial printer, solicitation and/or exchange agent and financial, legal, accounting and other advisors for Automation. Aerospace and Automation, as the case may be, will provide to the Agent any information required in order to complete the Distribution.

Section 4.4 Conditions to Distribution. Subject to Section 4.3, the obligation of Automation to consummate the Distribution is subject to the prior or simultaneous satisfaction, or, to the extent permitted by applicable Law, waiver by Automation in its sole and absolute discretion, of the following conditions. None of Aerospace or any other member of the Aerospace Group with respect to the Distribution or any Third Party shall have any right or claim to require the consummation of the Distribution, which shall be effected at the sole and absolute discretion of the Board. Any determination made by Automation prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.4 shall be conclusive and binding on the Parties. The conditions are for the sole benefit of Automation and shall not give rise to or create any duty on the part of Automation or the Board to waive or not waive any such condition. If Automation waives any material condition, it shall promptly issue a press release disclosing such fact and file a Current Report on Form 8-K with the Commission describing such waiver. Each Party will use its commercially reasonable efforts to keep the other Party apprised of its efforts with respect to, and the status of, each of the following conditions:

(a) the Commission shall have declared effective the Aerospace Form 10, of which the Aerospace Information Statement forms a part, and no stop order relating to the registration statement will be in effect, no proceedings seeking such stop order shall be pending before or threatened by the Commission, and the Aerospace Information Statement (or a Notice of Internet Availability of the Aerospace Information Statement) shall have been distributed to record holders of Automation Common Stock;

(b) the Aerospace Common Stock to be delivered in the Distribution shall have been approved for listing on Nasdaq, subject to official notice of distribution;

(c) Automation shall have received a written opinion from each of Wachtell, Lipton, Rosen & Katz and Ernst & Young LLP, in each case in form and substance satisfactory to Automation (in its sole discretion), regarding the qualification of the Distribution, together with certain related transactions, as a reorganization within the meaning of Sections 355 and Section 368(a)(1)(D) of the Code;

(d) Automation shall have received an opinion from the independent appraisal firm set forth on Schedule 4.4(d) or another independent appraisal firm as determined by the Board, in form and substance satisfactory to Automation, confirming that (i) following the Distribution, Automation, on the one hand, and Aerospace, on the other hand, will be solvent and adequately capitalized, (ii) Automation has adequate surplus under Delaware Law to declare the Distribution and (iii) Aerospace has adequate surplus under Delaware Law to declare the

Aerospace Cash Distribution, in each of clauses (i) and (ii), after giving effect to the Aerospace Cash Distribution;

(e) no order, injunction or decree issued by any Governmental Entity of competent jurisdiction, or other legal restraint or prohibition preventing the consummation of all or any portion of the Distribution or any of the related transactions shall be pending, threatened, issued or in effect, and no other event outside the control of Automation shall have occurred or failed to occur that prevents the consummation of all or any portion of the Distribution;

(f) the Internal Reorganization shall have been effectuated prior to the Distribution, except for such steps (if any) as Automation, in its sole discretion, shall have determined need not be completed or may be completed after the Effective Time;

(g) the Board shall have declared the Distribution and approved all related transactions, which approval may be given or withheld at its absolute and sole discretion (and such declaration or approval shall not have been withdrawn);

(h) Automation, as Aerospace's sole stockholder immediately prior to the Distribution, shall have elected the board of directors of Aerospace, as described in the Aerospace Information Statement, effective immediately upon the Distribution;

(i) (i) Aerospace shall have, and shall have caused its applicable Subsidiaries to have, entered into all Ancillary Agreements to which it and/or such Subsidiary is contemplated to be a party, and (ii) Automation shall have, and shall have caused its applicable Subsidiaries to have, entered into all Ancillary Agreements to which it and/or such Subsidiary is contemplated to be a party;

(j) the financing for the Aerospace Financing Arrangements shall be available on terms acceptable to Automation and Aerospace shall have completed the Aerospace Financing Arrangements and received the proceeds expected to be received on or prior to the Distribution in respect thereof and Automation shall be satisfied in its sole and absolute discretion that, as of the Effective Time, it shall have no Liability whatsoever under the Aerospace Financing Arrangements;

(k) Aerospace shall have completed the Aerospace Cash Distribution and, if it shall have elected to undertake the Debt-for-Debt Exchange, such Debt-for-Debt Exchange;

(l) the actions and filings necessary or appropriate under applicable U.S. federal, state or other securities Laws or blue sky laws and the rules and regulations thereunder shall have been taken or made, and, where applicable, have become effective or been accepted by the applicable Governmental Entity; and

(m) no events or developments shall have occurred or shall exist that, in the sole and absolute judgment of the Board, make it inadvisable to effect the Distribution or

would result in the Distribution and related transactions not being in the best interest of Automation or its stockholders.

Section 4.5 Effectiveness of Distribution. Unless otherwise determined by Automation prior to the Distribution, the Distribution shall be deemed to occur at the Effective Time.

ARTICLE V

CERTAIN COVENANTS

Section 5.1 Auditors and Audits; Annual and Quarterly Financial Statements and Accounting. Each Party agrees (on behalf of itself and each other member of its Group) that, following the Distribution until the completion of each Party's audit for the fiscal year ending December 31 of the calendar year in which the Distribution Date occurs, and in any event solely with respect to (x) any statutory audit with respect to any fiscal year ending prior to the Distribution or for any portion of a fiscal year prior to the Distribution, in each case, in respect of which the Party requesting such reasonable assistance and access was an Affiliate (or relevant member of its Group) of the other Party's Group, (y) the preparation and audit of each of the Party's financial statements for the year ended December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a fiscal year, also for the previous fiscal year) or amendments thereto, or the printing, filing and public dissemination thereof, and (z) the audit of each Party's internal controls over financial reporting and management's assessment thereof and management's assessment of each Party's disclosure controls and procedures in respect of the year ended December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a fiscal year, also for the previous fiscal year); provided, that in the event that any Party changes its auditors within one (1) year of the completion of each Party's audit for the first full fiscal year occurring after the Distribution Date, then such Party may request reasonable access on the terms set forth in this Section 5.1 for a period of up to one hundred and eighty (180) days from such change; provided, further, that, notwithstanding the foregoing, access of the type described in this Section 5.1 shall be afforded by and to each of the Parties (from time to time following the Distribution), as applicable, to the extent reasonably necessary to respond (and for the limited purpose of responding) to any written request or official comment from a Governmental Entity, such as in connection with responding to a comment letter from the Commission, or as reasonably necessary to meet a filing, reporting or similar obligation required under applicable Law (including under Public Reports):

(a) Timetable for Completion of Audit. (i) Aerospace shall use commercially reasonable efforts to enable its auditors to complete their audit for the fiscal year ending December 31 of the calendar year in which the Distribution occurs on a timetable that enables Automation to meet its timetable for the printing, filing and public dissemination of Automation's annual financial statements for such fiscal year, and (ii) Automation shall use commercially reasonable efforts to enable their auditors to complete their audit for the fiscal year ending December 31 of the calendar year in which the Distribution occurs on a timetable that

enables Aerospace to meet its timetable for the printing, filing and public dissemination of Aerospace's annual financial statements for such fiscal year;

(b) Annual Financial Statements. (i) Each Party shall provide or provide access to the other Party on a timely basis all Information reasonably required to meet such other Party's schedule for the preparation, printing, filing, and public dissemination of such other Party's annual financial statements for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a fiscal year, also for the previous fiscal year) and for management's assessment of the effectiveness of such Party's disclosure controls and procedures and its internal controls over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated under the Exchange Act and, to the extent applicable to such Party, its auditor's audit of its internal controls over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the Commission's and Public Company Accounting Oversight Board's rules and auditing standards thereunder, if required (such assessments and audit being referred to as the "Internal Control Audit and Management Assessments") for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a fiscal year, also for the previous fiscal year), and (ii) without limiting the generality of the foregoing clause (i), each Party shall provide all required financial and other Information with respect to itself and its Subsidiaries to its auditors in a sufficient and reasonable time and in sufficient detail to permit its auditors to take all steps and perform all reviews necessary to provide sufficient assistance to the other Party's auditors (each such other Party's auditors, collectively, the "Other Party's Auditors") with respect to Information to be included or contained in such other Party's annual financial statements for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a fiscal year, the previous fiscal year) and to permit the Other Party's Auditors and management to complete the Internal Control Audit and Management Assessments, if required;

(c) Access to Personnel and Records. Subject to the confidentiality provisions of this Agreement (including those set forth in Article VII) and to the extent it relates to the time prior to the Distribution, (i) each Party shall authorize and request its respective auditors to make reasonably available to the Other Party's Auditors both the personnel who performed or are performing the annual audits of such audited Party (each such Party with respect to its own audit, the "Audited Party") and work papers related to the annual audits of such Audited Party, in all cases within a reasonable time prior to such Audited Party's auditors' opinion date, so that the Other Party's Auditors are able to perform the procedures they reasonably consider necessary to take responsibility for the work of the Audited Party's auditors as it relates to their auditors' report on such other Party's financial statements, all within sufficient time to enable such other Party to meet its timetable for the printing, filing and public dissemination of its annual financial statements with the Commission for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a fiscal year, the previous fiscal year), and (ii) each Party shall use commercially reasonable efforts to make reasonably available to the Other Party's Auditors and management its personnel and Records in a reasonable time prior to the Other Party's Auditors'

opinion date and other Party's management's assessment date so that the Other Party's Auditors and other Party's management are able to perform the procedures they reasonably consider necessary to conduct the Internal Control Audit and Management Assessments; provided, however, that for matters pertaining to the provision of Tax Records, the Tax Matters Agreement shall govern;

(d) Current, Quarterly and Annual Reports. (i) At least three (3) Business Days prior to the earlier of public dissemination or filing with the Commission, each Party shall deliver to the other Party a reasonably complete draft of any earnings news release or any filing with the Commission containing financial statements for the related year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a fiscal year, the previous fiscal year) and the calendar year preceding such year, including current reports on Form 8-K, quarterly reports on 10-Q and annual reports on Form 10-K or any other annual report purporting to fulfill the requirements of 17 CFR 240-14c-3 (such reports, collectively, the "Public Reports"); provided, however, that each Party may continue to revise its respective Public Report prior to the filing thereof, which changes will be delivered to the other Party as soon as reasonably practicable; provided, further, that each Party's personnel will actively and reasonably consult with the other Party's personnel regarding any proposed changes to its respective Public Report and related disclosures prior to the anticipated filing with the Commission, with particular focus on any changes which would reasonably be expected to have an effect upon the other Party's financial statements or related disclosures, (ii) each Party shall notify the other Party, as soon as reasonably practicable after becoming aware thereof, of any material accounting differences between the financial statements to be included in such Party's annual report on Form 10-K and the pro-forma financial statements included, as applicable, in the Aerospace Form 10 or the Form 8-K to be filed by Automation with the Commission on or about the time of each Distribution, and (iii) if any such differences are notified by any Party, the Parties shall confer and/or meet as soon as reasonably practicable thereafter, and in any event prior to the filing of any Public Report, to consult with each other in respect of such differences and the effects thereof on the Parties' applicable Public Reports; and

(e) Compensation Programs. To the extent (i) Aerospace's 2027 proxy statement or Form 10-K for the fiscal year ended December 31 of the calendar year in which the Distribution occurs discusses compensation programs of Automation, it shall substantially conform such discussion to Automation's proxy statement and/or Form 10-K for the applicable period; and (ii) Automation's 2027 proxy statement or Form 10-K for the fiscal year ended December 31 of the calendar year in which the Distribution occurs discusses compensation programs of Aerospace, it shall substantially conform such discussion to Aerospace's proxy statement and/or Form 10-K for the applicable period.

Nothing in this Section 5.1 shall require any Party to violate any Contract with any Third Party regarding the confidentiality of confidential and proprietary Information relating to that Third Party or its business; provided, however, that in the event that a Party is required under this Section 5.1 to disclose any such Information, such Party shall use commercially reasonable efforts to seek to obtain such Third Party's written consent to the disclosure of such Information.

Section 5.2 Separation of Information.

(a) Aerospace shall, and shall cause the other members of the Aerospace Group to, use commercially reasonable efforts to deliver to Automation (or its designee) as promptly as practicable copies of all Information that constitutes an Automation Asset but is commingled in any member of the Aerospace Group's current records or archives (whether stored with a third party or directly by any member of the Aerospace Group) (Aerospace may redact Information that is an Aerospace Asset to which a member of the Automation Group does not have a license pursuant to any Ancillary Agreement (to the extent such Information is not reasonably necessary to exercise a license pursuant to any Ancillary Agreement) or access thereto pursuant to any Designated Ancillary Agreement or that is not otherwise related to the Automation Business); provided that with respect to any Information to which a member of the Automation Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to any Designated Ancillary Agreement, such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement or Designated Ancillary Agreement.

(b) If Automation identifies in writing particular Information (whether in written, electronic documentary or other archival documentary form) that Automation reasonably believes constitutes an Automation Asset (or to which a member of its Group has a license pursuant to an Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to a Designated Ancillary Agreement) or is otherwise related to the Automation Business but is held by or on behalf of any member of the Aerospace Group (or any transferee thereof), Aerospace shall, and shall cause any other applicable member of the Aerospace Group to, request that the archive holder deliver such item to Aerospace for review as soon as reasonably practicable, and Aerospace shall review such request and deliver the requested material to Automation as promptly as reasonably practicable and in any event within fifteen (15) Business Days of receiving the material from the archive holder; provided that if the requested material is not specific and requires a longer period of review in light of the breadth of the request, Aerospace shall deliver the material to Automation as promptly as reasonably practicable and shall notify Automation of the expected timeframe to allow Automation to narrow such request if desired; provided, further, that with respect to any Information to which a member of the Automation Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to any Designated Ancillary Agreement, such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement or Designated Ancillary Agreement; provided, further, that if such requested material does not constitute an Automation Asset (and a member of the Automation Group is not otherwise granted a license pursuant to an Ancillary Agreement (and such Information is not reasonably necessary to exercise such license) or access thereto pursuant to a Designated Ancillary Agreement) or is not otherwise related to the Automation Business, Aerospace shall not deliver the material to Automation, but shall provide Automation with an explanation in reasonable detail of such determination and discuss with Automation in good faith.

(c) Automation shall, and shall cause the other members of the Automation Group to, use commercially reasonable efforts to deliver to Aerospace (or its designee) as promptly as practicable all Information that constitutes an Aerospace Asset but is commingled in any member of the Automation Group's current records or archives (whether stored with a third party or directly by any member of the Automation Group) (Automation may redact Information that is an Automation Asset to which a member of the Aerospace Group does not have a license pursuant to any Ancillary Agreement (to the extent such Information is not reasonably necessary to exercise a license pursuant to any Ancillary Agreement) or access thereto pursuant to any Designated Ancillary Agreement or that is not otherwise related to the Aerospace Business); provided that with respect to any Information to which a member of the Aerospace Group, as applicable, has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to any Designated Ancillary Agreement, such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement or Designated Ancillary Agreement.

(d) If Aerospace identifies in writing particular Information (whether in written, electronic documentary or other archival documentary form) that Aerospace reasonably believes constitutes an Aerospace Asset (or to which a member of its Group has a license pursuant to an Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to a Designated Ancillary Agreement) or is otherwise related to the Aerospace Business but is held by or on behalf of any member of the Automation Group (or any transferee thereof), Automation shall, and shall cause any other applicable member of the Automation Group to, request that the archive holder deliver such item to Automation for review as soon as reasonably practicable, and Automation shall review such request and deliver the requested material to Aerospace as promptly as reasonably practicable and in any event within fifteen (15) Business Days of receiving the material from the archive holder; provided that if the requested material is not specific and requires a longer period of review in light of the breadth of the request, Automation shall deliver the material to Aerospace as promptly as reasonably practicable and shall notify Aerospace of the expected timeframe to allow Aerospace to narrow such request if desired; provided, further, that with respect to any Information to which a member of the Aerospace Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to any Designated Ancillary Agreement, such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement or Designated Ancillary Agreement; provided, further, that if such requested material does not constitute an Aerospace Asset (and a member of the Aerospace Group is not otherwise granted a license pursuant to an Ancillary Agreement (and such Information is not reasonably necessary to exercise such license) or access thereto pursuant to a Designated Ancillary Agreement) or is not otherwise related to the Aerospace Business, Automation shall not deliver the material to Aerospace, but shall provide Aerospace with an explanation in reasonable detail of such determination and discuss with Aerospace in good faith.

Section 5.3 Nonpublic Information. Each Party acknowledges on behalf of itself and the other members of its Group that Information provided under Section 5.1 may constitute material, nonpublic information, and trading in the securities of a member of either Group (or the securities of such Person's Affiliates, or partners) while in possession of such material, nonpublic material information may constitute a violation of the U.S. federal securities Laws.

Section 5.4 Cooperation. For a period of twelve (12) months following the Distribution Date and subject to the terms and limitations contained in this Agreement and the Ancillary Agreements, each Party shall, and shall cause the other members of its Group, their respective then-Affiliates, each of its and their respective Affiliates and its and their employees to (a) provide reasonable cooperation and assistance to the other Party (and any member of such Party's Group) in connection with the transactions contemplated herein and in each Ancillary Agreement, and (b) provide reasonable cooperation and assistance to the other Party (and any member of its respective Group) in (i) seeking and obtaining all Consents of Governmental Entities under applicable Law with respect to the transactions contemplated by this Agreement and (ii) gathering, preparing and submitting any Information or documentary material that may be requested by any Governmental Entity in connection with obtaining such Consents, in each case (clauses (a) and (b)), at no additional cost to the Party (or member of such Party's Group) requesting such assistance other than for the actual out-of-pocket costs (which shall not include the costs of salaries and benefits of employees of such Party (or its Group) or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing) incurred by any such Party (or its Group), if applicable. The cooperation and assistance provided for in this Section 5.4 shall not be required to the extent such cooperation and assistance would result in an undue burden on any Party (or any member of its Group) or would unreasonably interfere with any of its employees' normal functions and duties. In furtherance of, and without limiting, the foregoing, each Party shall, and shall cause the other members of its Group (or their then-current Affiliates) to, make reasonably available those employees with particular knowledge of any function or service of which the other Party was not allocated the employees involved in such function or service in connection with the Internal Reorganization (including employee benefits functions, risk management, etc.).

Section 5.5 Permits and Financial Assurance.

(a) Prior to the Distribution, the Permit Transferor shall be responsible for preparing and submitting, on a timely basis, all filings required to effect, as applicable (i) the Transfer to the applicable Permit Transferee of all permits, including Environmental Permits, that constitute Assets that are allocated to the Permit Transferee's Group pursuant to this Agreement, and (ii) the issuance of all permits, including Environmental Permits, necessary for the conduct of the Business of the Permit Transferee's Group as it is conducted as of the Effective Time after giving effect to the Ancillary Agreements. The Permit Transferee shall cooperate with the Permit Transferor with respect to the filing of such transfer or reissuance requests, including executing any necessary forms as required and providing Information in the Permit Transferee's possession to the Permit Transferor that is necessary for any such transfer or

reissuance request. Following the Distribution, notwithstanding Section 2.6, the Permit Transferor shall, and shall cause the other members of its Group to, use commercially reasonable efforts to (A) assist the Permit Transferee by providing any Information necessary to allow the Permit Transferee to apply to the applicable Governmental Entity for issuance of a new permit, including Environmental Permits, to the Permit Transferee, to the extent that such application was not submitted prior to the Distribution pursuant to this Section 5.5(a), (B) of the type in clauses (i) and (ii) above, maintain each permit, including any Environmental Permit, that was not Transferred to the Permit Transferee prior to the Distribution (a "Non-Transferred Permit"), in full force and effect in all material respects in the ordinary course of business consistent with past practice (or, if greater, the level of effort agreed to maintain and administer its own permits, including any Environmental Permit) and taking into account the transactions contemplated by this Agreement, until such time as the permit has been transferred or reissued to the Permit Transferee; provided, that the Permit Transferor's obligation hereunder is conditioned on the Permit Transferee undertaking prompt action to apply for and prosecute the reissuance or a transfer of said Non-Transferred Permit, (C) cooperate in any reasonable and lawful arrangement designed to provide to the Permit Transferee the benefits arising under each Non-Transferred Permit, including accepting such reasonable direction as the Permit Transferee shall request of the Permit Transferor, and (D) enforce at the Permit Transferee's reasonable request, or allow the Permit Transferee to enforce in a commercially reasonable manner, any rights of the Permit Transferor under such Non-Transferred Permit (to the extent related to the Business of the Permit Transferee); provided that (x) the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (A) and (B) shall be borne solely by the Permit Transferor and (y) the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (C) and (D) shall be borne solely by the Permit Transferee. Following the Distribution, the Permit Transferee shall be responsible for compliance by the Business of its Group with all of the terms and conditions of any permit, including any Environmental Permit, which is a Non-Transferred Permit. The Permit Transferee shall be responsible for all Liabilities related thereto and shall indemnify the Permit Transferor pursuant to Article VI for all Indemnifiable Losses to the extent relating to or arising in connection with or resulting from a Permit, including any Environmental Permit, which is a Non-Transferred Permit due to the Business of its Group, including fines or penalties arising from violations by its Group of any terms and/or conditions of the Non-Transferred Permit. The covenants and agreements set forth in this Section 5.5(a) of a Permit Transferor or Permit Transferee that (x) is a member of the Automation Group shall constitute Automation Liabilities, and (y) is a member of the Aerospace Group shall constitute Aerospace Liabilities. Notwithstanding Section 2.5 or Section 2.6, but in furtherance of the foregoing, in the case of any Permits (including Environmental Permits) which are related to both of the Automation Business and Aerospace Business (a "Shared Permit"), the holder of such Shared Permit shall be entitled to elect whether to (I) Transfer the applicable Shared Permit to a member of the other Party's Group (as designed by such Party) and procure for itself any new Permits or (II) procure the issuance for the other Party of such new Permits, including Environmental Permits, related to the existing Shared Permits (to the extent necessary for the conduct of the Business of such other Party's Group as it is conducted as of the Effective Time after giving effect to the Ancillary Agreements); provided that, in each case, if there is any delay in the Transfer or procurement of such Permit, clauses (A) through (D) of this Section 5.5(a) shall continue to apply.

(b) Subject to Article VI, to the extent required by applicable Law and as soon as practicable after the Distribution, but in any event no later than the applicable period provided by applicable Law or, if no such date is set forth in applicable Law, then no later than one (1) year after the Distribution, each of Aerospace and Automation, as the case may be, shall, or shall cause another member of its Group to, (i) take such action as may be required to obtain, replace or amend financial assurance with respect to Environmental Liabilities that constitute Aerospace Liabilities or Automation Liabilities and (ii) submit to the appropriate regulatory agencies documentation satisfactory to such agencies that it has taken such action required under clause (i). A schedule of the known financial assurance related to Aerospace Environmental Liabilities for which action is required under this Section 5.5(b) is set forth on Schedule 5.5, which schedule may be amended after the Distribution should either Party become aware that Aerospace or Automation is required, as a result of the transactions contemplated by this Agreement, to obtain, replace or amend any financial assurance. Subject to Article VI, to the extent that the Environmental Liability underlying such financial assurance is an Aerospace Liability or Automation Liability, Aerospace or Automation, respectively, shall remain liable for the costs and expenses associated with such financial assurance, even in circumstances where an Indemnitee is required as a matter of applicable Law to obtain such financial assurance.

Section 5.6 Non-Solicit.

(a) Aerospace agrees that, for a period of eighteen (18) months following the Distribution Date, it shall not, and shall cause the members of the Aerospace Group not to, without the prior written consent of Automation, directly or through others, on its own behalf or in the service or on behalf of others, hire or attempt to hire, whether as an employee, consultant, independent contractor or otherwise, any (i) Key Employee of the Automation Group or (ii) former Key Employee of the Automation Group who was on the payroll of the Automation Group within six (6) months of the date of such hiring or attempted hiring by Aerospace or any member of the Aerospace Group; provided that Aerospace and any member of the Aerospace Group may (x) engage in general solicitations for employment by use of advertisements in the media that are not specifically directed at employees of the Automation Group and, following the date that is six (6) months following the Distribution Date, hire any employee or former employee of the Automation Group, including any Key Employee or former Key Employee of the Automation Group, in response to any such general solicitation or (y) hire any employee or former employee of the Automation Group, including any employee or former Key Employee or former Key Employee of the Automation Group, if such employee was terminated by the Automation Group (or any of its Subsidiaries and Affiliates) due to a reduction in force, including any plant closures, mass layoffs or position elimination; provided, further, that the Parties may, by written consent, mutually agree on additional exceptions to the non-solicitation restrictions set forth in this Section 5.6.

(b) Automation agrees that, for a period of eighteen (18) months following the Distribution Date, it shall not, and shall cause the members of the Automation Group not to, without the prior written consent of Aerospace, directly or through others, on its own behalf or in the service or on behalf of others, hire or attempt to hire, whether as an employee, consultant, independent contractor or otherwise, any (i) Key Employee of the

Aerospace Group or (ii) former Key Employee of the Aerospace Group who was on the payroll of the Aerospace Group within six (6) months of the date of such hiring or attempted hiring by Automation or any member of the Automation Group; provided that Automation and any member of the Automation Group may (x) engage in general solicitation for employment by use of advertisements in the media that are not specifically directed at employees of the Aerospace Group and, following the date that is six (6) months following the Distribution Date, hire any employee or former employee of the Aerospace Group, including any Key Employee or former Key Employee of the Aerospace Group, in response to any such general solicitation or (y) hire any employee or former employee of the Aerospace Group, including any Key Employee or former Key Employee of the Aerospace Group, if such employee was terminated by the Aerospace Group (or any of its Subsidiaries and Affiliates) due to a reduction in force, including any plant closures, mass layoffs or position elimination; provided, further, that the Parties may, by written consent, mutually agree on additional exceptions to the non-solicitation restrictions set forth in this Section 5.6.

(c) If a final and non-appealable judicial determination is made that any provision of this Section 5.6 constitutes an unreasonable or otherwise unenforceable restriction with respect to any particular jurisdiction, the provisions of this Section 5.6 will not be rendered void but will be deemed to be modified solely with respect to the applicable jurisdiction to the minimum extent necessary to remain in force and effect for the greatest period and to the greatest extent that such court determines constitutes a reasonable restriction under the circumstances.

Section 5.7 Government Contracts; Government Audits.

(a) Aerospace shall direct and control the response to any Government Audit with respect to any Aerospace Contract that is a Government Contract (an "Aerospace Government Contract"). For the avoidance of doubt, any Contract to which a Governmental Entity is a party and that pursuant to the terms of this Agreement is an Aerospace Contract shall be an Aerospace Government Contract even if such Contract has not been novated to a member of the Aerospace Group (whether because such novation is pending, the Contract terminated prior to such novation or otherwise). Automation shall, and shall cause the members of the Automation Group to, cooperate in good faith and take all reasonable actions to permit Aerospace to control and direct such response, including providing Information pursuant to Section 7.1(a). All costs and expenses arising out of or in connection with responding to any Government Audit with respect to any Aerospace Government Contract (including the costs and expenses of the Automation Group reasonably incurred in cooperating and providing Information in accordance with the immediately preceding sentence) shall be borne by Aerospace and shall constitute Aerospace Liabilities.

(b) Automation shall direct and control the response to any Government Audit with respect to any Government Contract that is not an Aerospace Government Contract (an "Automation Government Contract"). Aerospace shall, and shall cause the members of the Aerospace Group to, cooperate in good faith and take all reasonable actions to permit Automation to control and direct such response, including providing

Information pursuant to Section 7.1(a). All costs and expenses arising out of or in connection with responding to any Government Audit with respect to any Automation Governmental Contract (including the costs and expenses of the Aerospace Group reasonably incurred in cooperating and providing Information in accordance with the immediately preceding sentence) shall be borne by Automation and shall constitute Automation Liabilities.

(c) Each of Aerospace and Automation shall, and shall cause the members of its respective Group to, cooperate in good faith and provide reasonable assistance and support requested by the other Party in claiming reimbursement from, or disputing or defending against claims by, any Governmental Entity under applicable Cost Accounting Standards, Federal Acquisition Regulations, including its agency supplements, and any other related regulations and contractual requirements ("Government Proceedings"), including by (i) taking such actions as the other Party may reasonably request to avoid, dispute, deny, defend, resist, appeal, compromise or contest any proceedings that comprise the Government Proceedings, subject to the assisting Party being reimbursed for all reasonable costs and expenses incurred by it and the members of its Group in complying with the requesting Party's requests; provided, that the assisting Party and the members of its Group shall not be required to (or to agree to) incur any liabilities, obligations or restrictions that restrict or impair the operation of any of its businesses; (ii) ensuring that no admissions in relation to the Government Proceedings are made by or on behalf of the assisting Party or any member of its Group; and (iii) subject to Section 7.1(b), giving or procuring to be given by the assisting Party and the relevant members of its Group all such information and assistance, including access to premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, in each case during normal business hours upon reasonable advance notice, as the requesting Party may reasonably request in connection with the Government Proceeding; provided, that no Party nor any member of either Group shall be required to provide such information and assistance to the extent that it unreasonably interferes with the ongoing operations of any of its businesses or to the extent such disclosure is restricted by Law.

Section 5.8 Refunds and Drawbacks of Customs Duties. The rights and obligations of the Parties with respect to certain refunds, rebates or drawbacks of duties, taxes, and fees paid, on or prior to the Distribution Date, on imported goods that were imposed under U.S. federal law upon entry or importation into the United States are set forth on Schedule 5.8.

Section 5.9 Other Covenants. The Parties hereby agree to, and to cause the members of its respective Group (as applicable) to, take the actions as specified on Schedule 5.9.

ARTICLE VI

INDEMNIFICATION

Section 6.1 Release of Pre-Distribution Claims.

(a) Except (i) as provided in Section 6.1(b), (ii) as may be otherwise expressly provided in this Agreement and (iii) for any matter for which any Indemnitee is entitled to indemnification pursuant to this Article VI, each Party, on behalf of itself and each

member of its Group, and to the extent permitted by Law, all Persons who at any time prior to the Distribution were directors, officers, shareholders, agents or employees of any member of its respective Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, (x) do hereby knowingly, unconditionally and irrevocably but conditioned upon the occurrence of the Distribution, and (y) effective at the Effective Time, shall, fully remise, release and forever discharge (A) the other Party and the other members of such other Party's Group and their respective successors, (B) all Persons who at any time prior to the Effective Time were directors, officers, shareholders, agents or employees of any member of the other Party's Group (in their capacity as such) and (C) all Persons who at any time prior to the Effective Time were directors, officers, shareholders, agents or employees of any member of such Party's Group (in their capacity as such) and who are, as of immediately following the Effective Time, directors, officers, shareholders, agents or employees of any member of the other Party's Group, in each case (clauses (A), (B) and (C)), together with their respective heirs, executors, administrators, successors and assigns from any and all Liabilities whatsoever, whether at Law or in equity, whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the Internal Reorganization, the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements; provided, however, that no employee shall be remised, released and discharged to the extent that such Liability relates to, arises out of or results from intentional misconduct by such employee.

(b) Nothing contained in this Agreement, including Section 6.1(a) or Section 2.4, shall impair or otherwise affect any right of any Party, any member of either Group, or any Party's or member of a Group's respective heirs, executors, administrators, successors and assigns to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that continue in effect after the Distribution pursuant to the terms of this Agreement or any Ancillary Agreement. In addition, nothing contained in Section 6.1(a) shall release any Person from:

(i) any Liability Assumed, Transferred or allocated to a Party or a member of such Party's Group pursuant to or as contemplated by, or any other Liability of any member of such Group under, this Agreement or any Ancillary Agreement, including (A) with respect to Aerospace, any Aerospace Liability, and (B) with respect to Automation, any Automation Liability;

(ii) any Liability in respect of any Contract that is entered into after the Distribution Date between one Party (or a member of such Party's Group), on the one hand, and the other Party (or a member of such Party's Group), on the other hand;

(iii) any Liability that the Parties may have with respect to indemnification pursuant to this Agreement or any Ancillary Agreement or otherwise for claims or Actions brought against any Indemnitee by third Persons, which Liability shall be governed by the provisions of this Agreement and, in particular, this Article VI or, in

the case of any Liability arising out of an Ancillary Agreement, the applicable provisions of the Ancillary Agreement;

(iv) any Liability for the sale, lease, construction or receipt of goods, property or services purchased, obtained or used in the ordinary course of business by a member of one Group from a member of the other Group prior to the Effective Time; or

(v) any Liability the release of which would result in a release of any Person other than the Persons released in Section 6.1(a); provided that the Parties agree not to bring any Action or permit any other member of their respective Group to bring any Action against a Person released in Section 6.1(a) with respect to such Liability.

In addition, nothing contained in Section 6.1(a) shall release (x) any member of the Automation Group from indemnifying any director, officer or employee of any member of the Aerospace Group who was a director, officer or employee of Automation or any of its Subsidiaries on or prior to the Effective Time, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Effective Time; it being understood that if the underlying obligation giving rise to such Action is an Aerospace Liability, Aerospace shall indemnify Automation for such Liability (including Automation's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VI, and (y) any member of the Aerospace Group from indemnifying any director, officer or employee of any member of the Automation Group who was a director, officer or employee of Aerospace or any of its Subsidiaries on or prior to the Effective Time, as the case may be, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Effective Time; it being understood that if the underlying obligation giving rise to such Action is an Automation Liability, Automation shall indemnify Aerospace for such Liability (including Aerospace's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VI.

(c) From and after the Effective Time, each Party shall not, and shall not permit any member of its Group, or any of their respective Affiliates, to, make any (or fail to withdraw any previously existing) claim, demand or offset, or commence any (or fail to withdraw any previously existing) Action asserting any claim, demand or offset, including any claim for indemnification, against the other Party or any member of such other Party's Group, or any other Person released pursuant to Section 6.1(a) or their respective successors with respect to any Liabilities released pursuant to Section 6.1(a).

(d) It is the intent of each Party, by virtue of the provisions of this Section 6.1, to provide for, at the Effective Time, a knowing, unconditional and irrevocable and full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Effective Time, whether known or

unknown, between any Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's or parties' Group), on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Effective Time), except as specifically set forth in Sections 6.1(a) and 6.1(b). At any time, at the reasonable request of the other Party, each Party shall cause each member of its respective Group and, to the extent practicable each other Person on whose behalf it released Liabilities pursuant to this Section 6.1 to execute and deliver releases reflecting the provisions hereof.

(e) Each of Aerospace and Automation, on behalf of itself and the members of its respective Group, hereby knowingly, unconditionally and irrevocably waives any claims, rights of termination and any other rights under any Ancillary Agreement related to or arising out of the Internal Reorganization or the Distribution (including with respect to any "change of control" or similar provision or due to any Party no longer being an Affiliate of the other Party), and agrees that any change in rights or obligations that would automatically be effective as a result thereof be deemed amended to no longer apply (and that Section 2.8 shall apply in respect of such amendments).

Section 6.2 Indemnification by Automation. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement, following the Distribution, Automation shall, and shall cause the other members of the Automation Group to, indemnify, defend and hold harmless the Aerospace Indemnitees from and against any and all Indemnifiable Losses of the Aerospace Indemnitees, to the extent relating to, arising out of or resulting from (a) the Automation Liabilities or any Third Party Claim that would, if resolved in favor of the claimant, constitute an Automation Liability, (b) any failure of Automation or any other member of the Automation Group to pay, perform or otherwise promptly discharge any Automation Liabilities in accordance with their terms, whether prior to, at or after the Effective Time or (c) any breach by Automation or any member of the Automation Group of any provision of this Agreement or any of the Ancillary Agreements (other than any Ancillary Agreement that expressly contains indemnification provisions, in which case breaches of any such Ancillary Agreement shall be subject to the indemnification provisions contained in such Ancillary Agreement and not those in this Agreement), in each case, excluding any payment obligations arising out of self-insurance policies, fronted insurance policies or captive insurance policies maintained by the Aerospace Group to which any member of the Automation Group has access pursuant to Section 9.1(a).

Section 6.3 Indemnification by Aerospace. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement, following the Distribution, Aerospace shall and shall cause the other members of the Aerospace Group to indemnify, defend and hold harmless the Automation Indemnitees from and against any and all Indemnifiable Losses of the Automation Indemnitees, to the extent relating to, arising out of or resulting from (a) the Aerospace Liabilities or any Third Party Claim that would, if resolved in favor of the claimant, constitute an Aerospace Liability, (b) any failure of Aerospace or any other member of the Aerospace Group to pay, perform or otherwise promptly discharge any Aerospace Liabilities in accordance with their terms, whether

prior to, at or after the Effective Time or (c) any breach by Aerospace or any member of the Aerospace Group of any provision of this Agreement or any of the Ancillary Agreements (other than any Ancillary Agreement that expressly contains indemnification provisions, in which case breaches of any such Ancillary Agreement shall be subject to the indemnification provisions contained in such Ancillary Agreement and not those in this Agreement), in each case, excluding any payment obligations arising out of self-insurance policies, fronted insurance policies or captive insurance policies maintained by the Automation Group to which any member of the Aerospace Group has access pursuant to Section 9.1(b).

Section 6.4 Procedures for Third Party Claims.

(a) If a claim, demand or other Action is taken against an Automation Indemnitee or an Aerospace Indemnitee (each, an "Indemnitee") by any Person who is not a member of the Aerospace Group or Automation Group (a "Third Party Claim") as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement, such Indemnitee shall notify the Party which is or may be required pursuant to this Article VI to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of the Third Party Claim as promptly as practicable (and in any event within thirty (30) days) after the later of (i) receipt by such Indemnitee of written notice of the Third Party Claim or (ii) such Indemnitee forming a reasonable belief that it is or may be entitled to indemnification pursuant to this Agreement with respect to such Third Party Claim. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, as promptly as practicable (and in any event within five (5) Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim. Notwithstanding the foregoing, failure to provide such written notice or copies shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure.

(b) Defense of Third Party Claims.

(i) *Entitlement to Control or Participate in Defense.* Other than in the case of (i) Taxes or Tax matters addressed in the Tax Matters Agreement, which shall be addressed as set forth therein or (ii) indemnification by a beneficiary Party of a guarantor Party pursuant to Section 2.10(c) (the defense of which shall be controlled by the beneficiary Party), (A) an Indemnifying Party shall be entitled (but shall not be required) to assume and control the defense of any Third Party Claim, provided, that, prior to the Indemnifying Party assuming and controlling defense of such Third Party Claim, it shall first confirm to the Indemnitee in writing that, assuming the facts presented to the Indemnifying Party by the Indemnitee are true, the Indemnifying Party shall indemnify the Indemnitee for any such damages to the extent relating to, arising out of or resulting from such Third Party Claim and (B) if an Indemnifying Party does not assume the defense of such Third Party Claim, it shall be entitled to participate in the defense of such Third Party Claim. Notwithstanding the foregoing, if the Indemnifying Party assumes such control and defense under clause (A), and, in the course of defending such Third Party Claim, (I) the Indemnifying Party discovers that the facts presented at

the time the Indemnifying Party acknowledged its indemnification obligation in respect of such Third Party Claim were not true in all material respects and (II) such untruth provides a reasonable basis for asserting that the Indemnifying Party does not have an indemnification obligation in respect of such Third Party Claim, then (x) the Indemnifying Party shall not be bound by such acknowledgment, (y) the Indemnifying Party shall promptly thereafter provide the Indemnitee written notice of its assertion that it does not have an indemnification obligation in respect of such Third Party Claim, and (z) the Indemnitee shall have the right to assume the defense of such Third Party Claim. If an Indemnifying Party assumes such control and defense under clause (A) or participates in such defense under clause (B), the Indemnifying Party shall proceed at its own cost and expense and by such Indemnifying Party's own counsel that is reasonably acceptable to the applicable Indemnitees (after consultation in good faith with the applicable Indemnitees).

(ii) *Waiver of Entitlement.* In order to avail itself of the entitlements described above in Section 6.4(b)(i), an Indemnifying Party must give prior written notice of its intention to do so to the applicable Indemnitees within thirty (30) days of the Indemnifying Party's receipt of notice of the relevant Third Party Claim from the applicable Indemnitees pursuant to Section 6.4(a). In the event the Indemnifying Party does not provide notice within such thirty (30) days of its intention to assume or participate in the defense of such Third Party Claim, the Indemnifying Party shall be deemed to have waived its right to do so.

(iii) *Non-Assumable Third Party Claims.* Notwithstanding Section 6.4(b)(ii), the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim to the extent such Third Party Claim (x) is an allegation of a criminal violation, (y) seeks injunctive, equitable or other relief other than monetary damages against the Indemnitee unless the injunctive, equitable or other relief being sought is solely ancillary or incidental to the Third Party Claim, and, if granted, would not have a material adverse impact on the Indemnitee or the Indemnitee's business (provided that such Indemnitee shall reasonably cooperate with the Indemnifying Party, at the request of the Indemnifying Party, in seeking to separate any such claims from any related claim for monetary damages if this clause (y) is the sole reason that such Third Party Claim is a Non-Assumable Third Party Claim) or (z) is made by a Governmental Entity (clauses (x), (y) and (z), the "Non-Assumable Third Party Claims").

(iv) *Indemnitee Rights and Obligations Where Indemnifying Party Assumes Defense.* After timely notice from an Indemnifying Party to an Indemnitee of the Indemnifying Party's election to assume the defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, at its own expense and, in any event, shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent Information, materials and other information in such Indemnitee's possession or under such Indemnitee's control relating thereto as are reasonably required by the

Indemnifying Party; provided, however, that in the event a conflict of interest exists, or a conflict of interest is reasonably likely to exist, that would make it inappropriate in the reasonable judgment of the applicable Indemnitee(s) for the same counsel to represent both the Indemnifying Party and the applicable Indemnitee(s), such Indemnitee(s) shall be entitled to retain, at the Indemnifying Party's reasonable expense, separate counsel. In the event that the Indemnifying Party exercises the right to assume and control the defense of a Third Party Claim as provided above, (x) the Indemnifying Party shall keep the Indemnitee(s) apprised of all material developments in such defense, (y) the Indemnifying Party shall not withdraw from the defense of such Third Party Claim without providing advance notice to the Indemnitee(s) reasonably sufficient to allow the Indemnitee(s) to prepare to assume the defense of such Third Party Claim, and (z) the Indemnifying Party shall conduct the defense of the Third Party Claim actively and diligently, including the posting of any bonds or other security required in connection with the defense of such Third Party Claim.

(c) Other than in the case of a Non-Assumable Third Party Claim, if an Indemnifying Party elects not to assume responsibility for defending a Third Party Claim or fails to notify an Indemnitee of its election as provided in Section 6.4(b)(ii), or if the Indemnifying Party fails to actively and diligently defend the Third Party Claim (including by withdrawing or threatening to withdraw from the defense thereof), the applicable Indemnitee(s) may defend such Third Party Claim at the cost and expense of the Indemnifying Party.

(d) If the Indemnitee is conducting the defense of any Third Party Claim, the Indemnifying Party shall cooperate with the Indemnitee in such defense and make available to the Indemnitee, at the Indemnifying Party's expense, all witnesses, pertinent Information, material and information in such Indemnifying Party's possession or under such Indemnifying Party's control relating thereto as are reasonably required by the Indemnitee pursuant to a joint defense agreement to be entered into by Indemnitee and the Indemnifying Party; provided, however, that such access shall not require the Indemnifying Party to disclose any information the disclosure of which would, in the reasonable judgment of the Indemnifying Party, result in the loss of any existing attorney-client privilege with respect to such information or violate any applicable Law.

(e) No Indemnitee may admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge any Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. If an Indemnifying Party has failed to assume the defense of a Third Party Claim, it shall not be a defense to any obligation to pay any amount in respect of such Third Party Claim that the Indemnifying Party was not consulted in the defense thereof, that such Indemnifying Party's views or opinions as to the conduct of such defense were not accepted or adopted, that such Indemnifying Party does not approve of the quality or manner of the defense thereof or that such Third Party Claim was incurred by reason of a settlement rather than by a judgment or other determination of liability.

(f) In the case of a Third Party Claim, the Indemnifying Party shall not admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge, the Third Party Claim without the prior written consent of the Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement or judgment (i) completely and unconditionally releases the Indemnitee in connection with such matter, (ii) provides relief consisting solely of money damages borne by the Indemnifying Party and (iii) does not involve any admission by the Indemnitee of any wrongdoing or violation of Law.

(g) Notwithstanding anything herein or in any Ancillary Agreement or any Conveyancing and Assumption Instrument to the contrary, other than (x) actions for specific performance or injunctive or other equitable relief pursuant to Section 10.19, and (y) the indemnification provisions in Section 2.2(d), Section 2.5(c), Section 2.10 and Section 5.5:

(i) the indemnification provisions of this Article VI shall be the sole and exclusive remedy of the Parties, the parties to the Conveyancing and Assumption Instruments and any Indemnitee for any breach of this Agreement or any Conveyancing and Assumption Instrument and for any failure to perform and comply with any covenant or agreement in this Agreement or in any Conveyancing and Assumption Instrument;

(ii) each Party and each Indemnitee knowingly, unconditionally and irrevocably and expressly waives and relinquishes any and all rights, claims or remedies it may have with respect to the foregoing other than under this Article VI against any Indemnifying Party;

(iii) none of the Parties, the members of their respective Groups or any other Person may bring a claim under any Conveyancing and Assumption Instrument;

(iv) any and all claims arising out of, resulting from, or in connection with the Internal Reorganization or the other transactions contemplated in this Agreement must be brought under and in accordance with the terms of this Agreement; and

(v) no breach of this Agreement or any Conveyancing and Assumption Instrument shall give rise to any right on the part of any Party or party thereto, after the consummation of the Distribution, to rescind this Agreement, any Conveyancing and Assumption Instrument or any of the transactions contemplated hereby or thereby, except as expressly provided in Section 2.6(a) and Section 2.6(b);

provided, however, that notwithstanding clauses (i) through (v), with respect to the transactions contemplated by this Agreement (including the Internal Reorganization and Distribution), the Parties may also bring claims arising under the Tax Matters Agreement under and in accordance with the Tax Matters Agreement. Each Party shall cause the members of its Group to comply with this Section 6.4(g).

(h) The provisions of this Article VI shall apply to Third Party Claims that are already pending or asserted as well as Third Party Claims brought or asserted after the date of this Agreement. There shall be no requirement under this Section 6.4 to give notice with respect to the existence of any Third Party Claim that exists as of the Effective Time. Each Party on behalf of itself and each other member of its Group acknowledges that Liabilities for Actions (regardless of the parties to the Actions) may be partly Automation Liabilities and partly Aerospace Liabilities. If the Parties cannot agree on the allocation of any such Liabilities for Actions, they shall resolve the matter of such allocation pursuant to the procedures set forth in Article VIII. No Party shall file Third Party Claims or cross-claims against the other Party or any members of the other Group in an Action in which a Third Party Claim is being resolved nor shall any Party permit the other members of its Group (or their respective then-Affiliates) to file such Third Party Claims or cross-claims against the other Party or any members of the other Group in an Action in which a Third Party Claim is being resolved.

Section 6.5 Procedures for Direct Claims. An Indemnitee shall give the Indemnifying Party written notice of any matter that an Indemnitee has determined has given or would reasonably be expected to give rise to a right of indemnification under this Agreement (other than a Third Party Claim which shall be governed by Section 6.4(a)), within thirty (30) days of such determination, stating the amount of the Indemnifiable Loss claimed, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises; provided, however, that the failure to provide such written notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure.

Section 6.6 Cooperation in Defense and Settlement.

(a) With respect to any Third Party Claim that implicates both Parties (or any member of such Parties' respective Groups or their respective then-Affiliates) in a material respect, including due to the allocation of Liabilities, the reasonably foreseeable impact on the Businesses of the relief sought or the responsibilities for management of defense and related indemnities pursuant to this Agreement, each Party agrees to, and shall cause the members of such Parties' respective Group to: (i) as promptly as practicable, consult in good faith with the applicable member of such other Party's respective Group to determine which Party (or Parties) shall be responsible for managing the defense of any such Third Party Claim (provided that the Parties agree to consult in good faith to reassess such determination as additional material facts with respect to any such Third Party Claim become known) and (ii) use reasonable best efforts to cooperate fully (including providing signatures required in connection with the resolution of any Third Party Claim in accordance with Section 6.4 and this Section 6.6) and maintain a joint defense (in a manner that will preserve for all Parties any Privilege). The Party that is not responsible for managing the defense of any such Third Party Claim shall be consulted with respect to significant matters relating thereto and may, if necessary or helpful, retain counsel to assist in the defense of such claims. Notwithstanding the foregoing, nothing in this Section 6.6 shall derogate from any Party's rights to control the defense of any Action in accordance with Section 6.4.

(b) (i) Notwithstanding anything to the contrary in this Agreement, with respect to any Third Party Claim where the resolution of such Third Party Claim by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that would, in the reasonable judgment of Automation, significantly and adversely impact the business or conduct of the Automation Business or result in a significant adverse change to any member of the Automation Group at shared locations where any member of the Aerospace Group and any member of the Automation Group, as applicable, have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies, Automation shall have, at Automation's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Third Party Claim, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by any member of the Automation Group to any third party involved in such Third Party Claim (including any Governmental Entity), to the extent that Automation's participation does not affect any Privilege in a material and adverse manner, such that Aerospace shall comply with this Section 6.6(b) to the fullest extent possible without materially and adversely affecting such Privilege; provided that to the extent that any such Third Party Claim requires the submission by any member of the Aerospace Group of any Information relating to any current or former officer or director of any member of the Automation Group, such Information will only be submitted in a form approved by Automation in its reasonable discretion, and (ii) notwithstanding anything to the contrary in this Agreement, with respect to any Third Party Claim where the resolution of such Third Party Claim by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that would, in the reasonable judgment of Aerospace, significantly and adversely impact the conduct of the Aerospace Business or result in a significant adverse change to any member of the Aerospace Group at shared locations where any member of the Aerospace Group and any member of the Automation Group, as applicable, have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies, Aerospace shall have, at Aerospace's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Third Party Claim, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by any member of the Automation Group to any third party involved in such Third Party Claim (including any Governmental Entity), to the extent that Aerospace's participation does not affect any Privilege in a material and adverse manner, such that Automation shall comply with this Section 6.6(b) to the fullest extent possible without materially and adversely affecting such Privilege; provided, that to the extent that any such Third Party Claim requires the submission by any member of the Automation Group of any Information relating to any current or former officer or director of any member of the Aerospace Group, such Information will only be submitted in a form approved by Aerospace in its reasonable discretion. Notwithstanding anything to the contrary in this Agreement, (A) with regard to the matters specified in the preceding clause (i), Automation shall have a right to consent to any compromise or settlement related thereto by any member of the Aerospace Group to the extent that the effect on any member of the Automation Group would reasonably be expected to result in a significant adverse effect on the financial condition or results of operations of Automation and its Subsidiaries at such time or the Automation Business conducted thereby at such time, taken as a whole, and such significant adverse effect would reasonably be expected to

be greater with respect to the Automation Group, taken as a whole, than the effect on the Aerospace Group, taken as a whole, and (B) with regard to the matters specified in the preceding clause (ii), Aerospace shall have a right to consent to any compromise or settlement related thereto by any member of the Automation Group to the extent that the effect on any member of the Aerospace Group would reasonably be expected to result in a significant adverse effect on the financial condition or results of operations of Aerospace and its Subsidiaries at such time or the Aerospace Business conducted thereby at such time, taken as a whole, and such significant adverse effect would reasonably be expected to be greater with respect to the Aerospace Group, taken as a whole, than the effect on the Automation Group, taken as a whole.

(c) Each of Automation and Aerospace agrees on behalf of itself and the other members of its Group that at all times from and after the Effective Time, if an Action is commenced by a third party naming both Parties (or any member of such Parties' respective Groups or their respective then-Affiliates) as defendants and with respect to which one or more named Parties (or any member of such Party's respective Group or their respective then-Affiliates) is a nominal defendant and/or such Action is otherwise not a Liability allocated to such named Party under this Agreement, then the other Party shall use, and shall cause the other members of its respective Group to use, commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable (including using commercially reasonable efforts to petition the applicable court to remove such Party (or member of its Group or their respective then-Affiliates) as a defendant to the extent such Action relates solely to Assets or Liabilities that the other Party (or Group) has been allocated pursuant to this Agreement). In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, each Party shall, and shall cause the other members of its Group to, endeavor to substitute the Indemnifying Party for the named defendant, if at all practicable and advisable under the circumstances. Notwithstanding any applicable confidentiality or Privilege provisions to the contrary in this Agreement, any Party endeavoring to remove or substitute such defendant pursuant to this Agreement shall be entitled to submit any necessary provisions of this Agreement, including the Schedules and Exhibits hereto, to the applicable court solely for the purpose of supporting such Party's commercially reasonable efforts to remove or substitute such defendant. In the event any Party endeavoring to remove or substitute such defendant pursuant to this Agreement submits any necessary provisions of this Agreement, including the Schedules and Exhibits hereto, to the applicable court, such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any provisions of this Agreement, including the Schedules and Exhibits hereto, that are not otherwise publicly filed) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge. If such substitution or addition cannot be achieved for any reason or is not requested, management of the Action shall be determined as set forth in this Article VI.

Section 6.7 Indemnification Payments. Indemnification required by this Article VI shall be made by periodic payments of the amount of Indemnifiable Loss in a timely fashion during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss or Liability is incurred. The applicable Indemnitee shall deliver to the Indemnifying Party, upon request, reasonably satisfactory documentation setting forth the basis

for the amount of such payments, including documentation with respect to calculations made and consideration of any Insurance Proceeds or Third Party Proceeds that actually reduce the amount of such Indemnifiable Losses; provided that the delivery of such documentation shall not be a condition to the payments described in the first sentence of this Section 6.7, but the failure to deliver such documentation may be the basis for the Indemnifying Party to contest whether the applicable Indemnifiable Loss or Liability was incurred by the applicable Indemnitee.

Section 6.8 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any Indemnifiable Loss subject to indemnification pursuant to this Article VI shall be calculated (i) net of Insurance Proceeds that actually reduce the amount of the Indemnifiable Loss and (ii) net of any other proceeds received by the Indemnitee from any third party (net of any deductible, retention amount or out-of-pocket costs or expenses incurred in the collection thereof) for such Liability that actually reduce the amount of the Indemnifiable Loss ("Third Party Proceeds"). Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article VI to any Indemnitee pursuant to this Article VI shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Indemnifiable Loss. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party in respect of any Indemnifiable Loss (an "Indemnity Payment") and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall promptly pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties hereby agree that an insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto and, solely by virtue of the indemnification provisions hereof, shall not have any subrogation rights with respect thereto, and that no insurer or any other third party shall be entitled to a "windfall" (*e.g.*, a benefit it would not otherwise be entitled to receive, or the reduction or elimination of an insurance coverage obligation that it would otherwise have, in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement. The Indemnitee shall use commercially reasonable efforts to seek to collect or recover any Insurance Proceeds and any Third Party Proceeds to which the Indemnitee is entitled in connection with any Indemnifiable Loss for which the Indemnitee seeks indemnification pursuant to this Article VI; provided that the Indemnitee's inability, following such efforts, to collect or recover any such Insurance Proceeds or Third Party Proceeds shall not limit the Indemnifying Party's obligations hereunder.

(c) No Indemnitee shall be entitled to any payment or indemnification more than once with respect to the same Indemnifiable Loss.

(d) In addition to the provisions of Section 6.8(a), any Indemnifiable Loss subject to indemnification pursuant to this Article VI, shall be adjusted for Tax costs or benefits pursuant to Section 5.04(a) of the Tax Matters Agreement.

Section 6.9 Management of Existing Actions.

(a) Notwithstanding the procedures set forth in Section 6.4, the Parties desire to set forth certain terms with respect to the management of certain Actions known to them as of the Effective Time, and accordingly this Section 6.9 shall govern the management and direction (including settlement) of certain pending Actions as set forth in Section 6.9(b), Section 6.9(c), and Section 6.9(d), but shall not alter the allocation of Liabilities otherwise set forth in this Agreement.

(b) From and after the Effective Time, subject to the terms of this Section 6.9 and except for those Actions set forth on Schedule 6.9(c), Aerospace shall direct the defense or prosecution of those Actions which are entirely Aerospace Liabilities, including if they have Automation or any member of the Automation Group as a named party thereunder, and are described on Schedule 6.9(b) (the "Aerospace Controlled Existing Actions"), including the development and implementation of the legal strategy for each Aerospace Controlled Existing Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any decision to appeal or not to appeal any decisions, judgment or order, and any decision or consent to a settlement, compromise or discharge of any Aerospace Controlled Existing Action or any aspect thereof. Aerospace (or the applicable member of its Group) shall be responsible for selecting its own counsel in connection with the conduct and control of the Aerospace Controlled Existing Actions. Notwithstanding anything to the contrary in this Section 6.9(b), none of Aerospace or any member of its Group shall consent to entry of any judgment or enter into any settlement of any Aerospace Controlled Existing Action without the prior written consent of Automation (not to be unreasonably withheld, conditioned or delayed); provided that such consent shall not be required if (i) none of Automation or any member of its Group is, at the time of the judgment or settlement, not a named party in such Action or (ii) if (A) in connection with such entry of judgment or settlement Automation and the applicable members of its Group are completely and unconditionally released, (B) such entry of judgment or settlement involves only monetary relief that Aerospace has agreed to pay in full, and (C) entering the judgment or settlement does not involve any admission of any (I) wrongdoing or violation of Law by Automation or any member of its Group or (II) facts that may be used in litigation against or give rise to liability on the part of Automation or any member of its Group in an Aerospace Controlled Existing Action or any other Action.

(c) From and after the Effective Time, subject to the terms of this Section 6.9, Automation shall direct the defense or prosecution of those pending Actions that are neither Aerospace Controlled Existing Actions nor Joint Actions, including those set forth on Schedule 6.9(c) (the "Automation Controlled Existing Actions"), including the development and implementation of the legal strategy for each Automation Controlled Existing Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any decision to appeal or not to appeal any decisions, judgment or order, and any decision or consent to a settlement, compromise or discharge of any Automation Controlled Existing Action or any aspect thereof. Automation (or the applicable member of its Group) shall be responsible for selecting its own counsel in connection with the conduct and control of the

Automation Controlled Existing Actions. Notwithstanding anything to the contrary in this Section 6.9(c), none of Automation or any member of its Group shall consent to entry of any judgment or enter into any settlement of any Automation Controlled Existing Action without the prior written consent of Aerospace (not to be unreasonably withheld, conditioned or delayed); provided that such consent shall not be required if (i) none of Aerospace or any member of its Group is, at the time of such judgment or settlement, a named party in such Action or (ii) if (A) in connection with such entry of judgment or settlement Aerospace and the applicable members of its Group are completely and unconditionally released, (B) such entry of judgment or settlement involves only monetary relief that Automation has agreed to pay in full, and (C) entering the judgment or settlement does not involve any admission of any (I) wrongdoing or violation of Law by Aerospace or any member of its Group or (II) facts that may be used in litigation against or give rise to liability on the part of Aerospace or any member of its Group in an Automation Controlled Existing Action or any other Action.

(d) From and after the Effective Time, with respect to the Actions set forth on Schedule 6.9(d) ("Joint Actions"), the Party specified on such Schedule 6.9(d) shall be solely responsible for controlling and directing the defense and prosecution of any such Action (the "Managing Party") and the Parties shall, and shall cause members of their Group to, cooperate in good faith and take all reasonable actions to permit the applicable Managing Party to control and direct each such Action. The Party who hereunder is, or whose member of its Group is, the Managing Party, shall consult with the other Party (the "Non-Managing Party") from time to time with respect to the Joint Actions; provided that the Managing Party shall have sole authority to select counsel for any Joint Action and be reimbursed for reasonable fees and expenses of such counsel in accordance with the allocation of Liability for such Joint Action and the Non-Managing Party, if it elects to retain its own counsel, shall do so solely at its own expense. No Managing Party pursuant to this Section 6.9 shall consent to entry of any judgment or enter into any settlement of any Joint Action without the prior written consent of the Non-Managing Party (not to be unreasonably withheld, conditioned or delayed).

(e) To the maximum extent permitted by applicable Law, the rights to recovery by each member of a Party's respective Group in respect of any past, present or future Action is hereby delegated to such Party. It is the intent of the Parties that the foregoing delegation shall satisfy any Law requiring such delegation to be effected pursuant to a power of attorney or similar instrument. The Parties and their respective Subsidiaries shall execute such further instruments or documents as may be necessary to effect such delegation.

(f) In the case of Aerospace Controlled Existing Actions and Automation Controlled Existing Actions, if a Party or a member of its respective Group is named therein and is not liable for such Action pursuant to the allocation of Liabilities under this Agreement, each Party shall use, and shall cause the other members of its respective Group to use, commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable (including using commercially reasonable efforts to petition the applicable court to remove such Party (or member of its Group or their respective then-Affiliates) as a defendant to the extent such Action relates solely to Assets or Liabilities that the other Party (or Group) has been allocated pursuant to this Agreement). Notwithstanding any

applicable confidentiality or Privilege provisions to the contrary in this Agreement, any Party endeavoring to remove such defendant pursuant to this Agreement shall be entitled to submit any necessary provisions of this Agreement to the applicable court solely for the purpose of supporting such Party's commercially reasonable efforts to remove such defendant. In the event any Party endeavoring to remove or substitute such defendant pursuant to this Agreement submits any necessary provisions of this Agreement to the applicable court, such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any provisions of this Agreement) to be filed under seal and redacted as appropriate, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge. If such removal cannot be achieved for any reason, management of the Action shall be determined as set forth in this Article VI.

Section 6.10 Additional Matters; Survival of Indemnities; Right of Contribution; Covenant Not to Sue.

(a) The indemnity agreements contained in this Article VI shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee; (ii) the knowledge by the Indemnitee of Indemnifiable Losses for which it might be entitled to indemnification hereunder; and (iii) any termination of this Agreement. The indemnity agreements contained in this Article VI shall survive the Distribution.

(b) The rights and obligations of any member of the Automation Group or any member of the Aerospace Group, in each case, under this Article VI shall survive the sale or other Transfer, in each case direct or indirect, by any Party or its respective Subsidiaries of any Assets or businesses or the assignment by it of any Liabilities, with respect to any Indemnifiable Loss of any Indemnitee related to such Assets, businesses or Liabilities.

(c) If any right of indemnification contained in Section 6.2 or Section 6.3 is held unenforceable or is unavailable for any reason, or is insufficient to hold harmless an Indemnitee in respect of any Liability for which such Indemnitee is entitled to indemnification hereunder, then the Indemnifying Party shall contribute to the amounts paid or payable by the Indemnitees as a result of such Liability (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the members of its Group, on the one hand, and the Indemnitees entitled to contribution, on the other hand, as well as any other relevant equitable considerations. Solely for purposes of determining relative fault pursuant to this Section 6.10(c): (i) any fault associated with the business conducted with Intentionally Delayed Aerospace Assets (except for the gross negligence or intentional misconduct of a member of the Automation Group) shall be deemed to be the fault of Aerospace and the other members of the Aerospace Group, and no such fault shall be deemed to be the fault of Automation or any other member of the Automation Group; (ii) any fault associated with the ownership, operation or activities of the Aerospace Business prior to the Effective Time shall be deemed to be the fault of Aerospace and the other members of the Aerospace Group, and no such fault shall be deemed to be the fault of Automation or any other member of the Automation Group; and (iii) any fault associated with the ownership, operation or activities of the Automation Business prior to the Effective Time shall be deemed to be the fault of Automation

and the other members of the Automation Group, and no such fault shall be deemed to be the fault of Aerospace or any other member of the Aerospace Group.

Section 6.11 Environmental Matters.

(a) Nature of Obligations. The Parties' obligations under this Section 6.11 shall be subject to the standards set forth in this Section 6.11 and shall not be limited to any degree by the fact that the Parties' obligations elsewhere in this Agreement (including under Section 2.8) are defined as using "commercially reasonable efforts" or any other standard less stringent that the standard specified in Section 6.11.

(b) Substitution. Aerospace and Automation, as the case may be, shall use their reasonable best efforts to obtain any Consents, transfers, assignments, assumptions, waivers or other legal instruments necessary to cause the relevant Party or a member of its Group to be fully substituted for any member of the Group of the other Party with respect to any order, decree, judgment, agreement or Action that is in effect as of immediately prior to the Distribution in connection with any Aerospace Environmental Liability or any Automation Environmental Liability, respectively. Aerospace or Automation, as the case may be, shall inform third parties associated with such matter, including Governmental Entities, about the assumption of such Liability by the Party to which it has been allocated and request that such Persons direct all communications, requirements, notifications and/or official letters related to such matters to the Party to which it has been allocated. The members of such other Groups (and their successors) shall use commercially reasonable efforts to provide necessary assistance or signatures to Aerospace or Automation, as the case may be, to achieve the purposes of this Section 6.11(b). Until such time as the substitutions outlined above have been completed, Aerospace or Automation, as the case may be, shall comply with the terms and conditions of all such orders, decrees, judgments, agreements and Actions in respect of which it has been allocated Environmental Liabilities pursuant to this Agreement. Aerospace (or its designated Affiliate) shall be the Performing Party (as defined below) with respect to any and all Aerospace Environmental Liabilities and Automation and Aerospace shall use their reasonable best efforts to effect such substitutions and obtain such consents as may be required to have Aerospace (or its designated Affiliate) assume the control and performance of (or continue to control and perform, as applicable) such matters and to inform any associated third parties consistent with this paragraph. Automation (or its designated Affiliate) shall be the Performing Party with respect to any and all Automation Environmental Liabilities and Automation and Aerospace shall use their reasonable best efforts to effect such substitutions and obtain such consents as may be required to have Automation (or its designated Affiliate) assume the control and performance of (or continue to control and perform, as applicable) such matters and to inform any associated third parties consistent with this paragraph.

(c) Control of Response Actions.

(i) Except as provided in Section 6.11(c)(ii), as between the members of the Aerospace Group and Automation Group, (A) Aerospace shall, or shall cause the applicable member of the Aerospace Group to, undertake and control the response to (including undertaking and controlling any environmental investigations,

monitoring, remediation or other actions with respect to such Liability and controlling the defenses of any Actions related thereto) (collectively, "Response Actions") to any and all Aerospace Environmental Liabilities and (B) Automation shall, or shall cause the applicable member of the Automation Group to, undertake and control any Response Actions to any and all Automation Environmental Liabilities.

(ii) Except as provided below, the Parties shall follow the general procedures for indemnification set forth in this Article VI with respect to any claim for indemnification pursuant to Sections 6.2 or 6.3, relating to remediation of contaminated environmental media, where the owner or primary tenant of the impacted property is not a member of the Group of the Party to which such liability for remediation has been allocated. For such matters, if the Indemnifying Party acknowledges in writing that it is obligated to provide indemnification pursuant to this Section 6.11(c) with respect to such remediation Liability, such Party (and members of its Group) shall be entitled (but shall not be required) to undertake and control the Response Action, subject to any right of any third parties to the extent that the right to undertake such Response Action is given to such third party pursuant to an agreement existing as of the Distribution Date.

(iii) The Party (and members of its Group) undertaking and controlling the Response Action pursuant to clauses (i) and (ii) shall be referred to as the "Performing Party."

(d) Remediation Procedures. If the Performing Party is not both (x) the owner of the real property (or, if such real property is leased or sub-leased from a Person who is not a member of the Aerospace Group or Automation Group, the primary tenant (or sub-tenant) of such real property as between the Aerospace Group or Automation Group) and (y) the only Party whose Group is using such real property, the following conditions shall apply to the performance of any Response Action:

(i) the Performing Party shall take reasonable precautions to minimize any interference with or disruption of the operations of the property owners and/or any other parties that have operations at the site (including third-parties) (each such party that is a member of either Group, a "Non-Performing Impacted Party"), including obtaining the owner's and/or the other operating parties', as applicable, prior written Consent to any Response Action that would reasonably be expected to substantially interfere with or disrupt the operations of such Person at the affected real property, which Consent shall not be unreasonably withheld, conditioned or delayed;

(ii) if a member of a Group other than that of the Performing Party is the owner of the real property (or, if such real property is leased or sub-leased from a Person who is not a member of the Aerospace Group or Automation Group, the primary tenant (or sub-tenant) of such real property as between the Aerospace Group or Automation Group) or otherwise has operational control of the impacted property (a "Non-Performing Site Controller"), such Non-Performing Site Controller shall, and shall cause the other members of the Group to, provide reasonable access to, and reasonably cooperate with, the Performing Party in its performance of such Response Action, it

being understood that such cooperation shall in no event in and of itself require any Non-Performing Impacted Party or Non-Performing Site Controller to incur any out-of-pocket expenses;

(iii) the Performing Party shall use reasonable efforts to avoid and minimize any harm to any persons or damage to real or personal property, and shall be responsible for any harm or damages resulting from the performance of any such Response Action, except to the extent such harm or damage results from the negligence or willful misconduct of such other Party or any member of its Group or any of their respective representatives;

(iv) all required Response Actions shall be diligently and expeditiously performed in compliance with all applicable Laws, including Environmental Laws and worker health and safety Laws; and

(v) The Performing Party shall (A) notify each Non-Performing Impacted Party and Non-Performing Site Controller prior to commencing or performing any Response Actions, (B) keep each Non-Performing Impacted Party and Non-Performing Site Controller reasonably informed of the progress of any Response Actions and provide copies of any final, proposed response, remediation, investigation or sampling plans and the results of sampling and analysis (including any final status reports of work in progress or other final reports), in each case required to be submitted to any Governmental Entity or third party, (C) provide each Non-Performing Impacted Party and Non-Performing Site Controller, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, with a reasonable opportunity to review and comment on any material proposed response, remediation, investigation or sampling plans prior to submission to a Governmental Entity, (D) provide each Non-Performing Impacted Party and Non-Performing Site Controller with the opportunity to attend, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, any planned meeting with any Governmental Entity regarding a Response Action (provided that the Governmental Entity does not object), and (E) provide each Non-Performing Impacted Party and Non-Performing Site Controller an opportunity to observe, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, any Response Action (other than Response Actions consisting of routine sampling, monitoring, maintenance or similar activities performed in the ordinary course) and to obtain, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, splits of any samples obtained in the course of conducting any Response Action.

(vi) All Response Actions subject to this Section 6.11(d) shall meet the applicable standards, regulations, or requirements of applicable Law, including applicable Environmental Law or, where an applicable Governmental Entity with or asserting jurisdiction is supervising such Response Action, required by such Governmental Entity (the "Appropriate Remediation Standard"). In furtherance of and to the extent consistent with the foregoing, each Party (on behalf of itself and the other

members of their respective Groups) agrees to utilize institutional controls and engineering controls (including capping, signs, fences and deed restrictions on the use of real property, soils or groundwater) to satisfy the Appropriate Remediation Standard and to cooperate in obtaining all necessary approvals of the use of such controls; provided that such controls do not prevent or materially interfere with the continued operation or reasonable future expansion of the operations on such real property. Once a notice of no further action or equivalent determination with respect to such matter has been issued by a Governmental Entity (or, if the Governmental Entity has delegated authority to conduct and certify the completion of a Response Action to a licensed professional, upon notice of the applicable Governmental Entity's receipt and acceptance of such licensed professional's certification), the Indemnifying Party shall have no further obligations with respect to such matter, other than with respect to any Indemnifiable Losses arising out of (i) any Third Party Claims relating to such matter and (ii) the performance of and any costs associated with any ongoing operations and maintenance, if any, required with respect to the Response Action, including inspections and repair of any engineering controls, ongoing pumping and treating of impacted groundwater (including any material equipment or system repairs, replacements or required upgrades), ongoing groundwater monitoring and related reporting, and the provision of any required financial assurance, provided that the Indemnitee shall be responsible for the performance of and any costs associated with any and all ongoing operations and maintenance relating to the following obligations: (A) any institutional controls, including any deed restrictions or land use controls and reporting obligations related to the same; (B) monitoring, maintenance, repair and reporting associated with a cap used as part of the remedy, but only to the extent that the cap consists of (x) the buildings at the site, (y) asphalt or similar materials already present at the site or that are used at the site for purposes in addition to the Response Action (*i.e.*, parking), or (z) landscaping; and (C) groundwater monitoring associated with a natural monitored attenuation remedy. The Indemnifying Party shall have the right to transfer to the Indemnitee (upon payment of the amount set forth in this sentence as mutually agreed in writing by the Indemnifying Party and Indemnitee or determined pursuant to the procedures set forth in Article VIII) its obligations for its ongoing operations and maintenance costs, if any, with respect to engineering controls approved as part of a no further action, equivalent determination or certification if the Indemnifying Party agrees to pay to the Indemnitee a sum equal to the present value of the reasonably estimated future costs of said engineering controls (where the period of time used for such present value calculation shall be the entire period for which it is reasonably anticipated that such continuing obligations will be performed, but no more than thirty (30) years, and the discount rate shall be reasonable). If the Indemnifying Party and the Indemnitee cannot mutually agree in writing on the amount set forth in the preceding sentence, such disagreement shall be resolved in accordance with the procedures set forth in Article VIII of this Agreement. In the event that any Governmental Entity reopens or otherwise modifies any determination related to the notice of no further action or equivalent determination, or notice of receipt and acceptance of the licensed professional's certification, such that additional Response Actions are required, the Indemnifying Party shall indemnify the Indemnitee for any

Liabilities associated with the reopening or modification of such determination that would have otherwise constituted Indemnifiable Losses of such Indemnitee.

(e) Corrective Actions for Compliance-Related Liabilities Subject to Indemnity. If a Party is providing indemnification pursuant to this Agreement in connection with an ongoing business operation of the other Party, which (x) involves a violation of applicable Environmental Law which occurred prior to the Distribution, (y) requires a capital project (or series of capital projects) to bring the facility into compliance with applicable Environmental Law in effect as of the Distribution, and (z) does not involve the investigation, monitoring or remediation of contamination of environmental media due to a Release of Hazardous Substances prior to the Distribution Date, then the non-indemnifying party shall have the right, but not the obligation, to conduct and control the resolution of the violation and the capital project (or series of capital projects), including the design and implementation thereof.

Section 6.12 Non-Applicability to Taxes. None of Section 6.4, Section 6.5, Section 6.6 or Section 6.9 shall apply to Tax Contests, which shall be governed exclusively by the Tax Matters Agreement. Except as otherwise specifically provided herein, the Parties' rights and obligations with respect to Taxes, including indemnification for Taxes and other Tax matters and any procedures related thereto, shall be exclusively governed by the Tax Matters Agreement and, in the event of any inconsistency between the Tax Matters Agreement and this Agreement, the Tax Matters Agreement shall control.

ARTICLE VII

ACCESS TO INFORMATION; PRIVILEGE; CONFIDENTIALITY

Section 7.1 Agreement for Exchange of Information; Archives.

(a) Other than (i) in circumstances in which indemnification is sought pursuant to Article VI (in which event the provisions of such Article VI will govern), (ii) for matters related to the provision of Tax Records (in which event the Tax Matters Agreement will govern), (iii) for matters related to the provision of Employee Records (in which event the Employee Matters Agreement will govern), (iv) for matters related to the separation of co-mingled Information (which shall be governed by Section 5.2), and (v) in the case of an Adversarial Action or threatened Adversarial Action, and subject to Section 7.1(b) and the restrictions contained in this Article VII with respect to Privileged Information, Confidential Information, Personal Data and Restricted Information, each of Automation and Aerospace, on behalf of its respective Group, shall provide, or cause to be provided, to the other Party (and its designated representatives), at any time after the Distribution Date, and subject to compliance with the terms of the Ancillary Agreements, as soon as reasonably practicable after written reasonable request therefor by, and at the expense of, such requesting Party for specific and identified Information reasonable access during normal business hours to (x) any Information relating to time periods on or prior to the Distribution Date in the possession or under the control of such respective Group, which Automation or Aerospace, or any member of its respective Group, as applicable, reasonably needs, or appropriate copies of such written or electronic documentary Information (or the originals thereof if the applicable member of the Group has a

reasonable need for such originals) (A) to comply with reporting, disclosure, filing or other requirements imposed on Automation or Aerospace, or any member of its respective Group, as applicable (including under applicable securities Laws and environmental, social or governance reporting obligations), by any national securities exchange or any Governmental Entity having jurisdiction over Automation or Aerospace, or any member of its respective Group, as applicable, (B) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, regulatory, litigation, Action or other similar requirements or (C) to comply with its obligations under this Agreement (other than with respect to those obligations in Section 2.2) or any Ancillary Agreement, including to complete the separation of Assets (including Records) as contemplated hereby, and (y) all Information that is owned by such requesting Party pursuant to this Agreement or any Ancillary Agreement, in each case (clauses (x) and (y)), that, as of immediately following the Effective Time, are in existence and, as of the time of the request, are in the reasonable possession or control of the Party being requested for such Information or one of its Group members, as applicable, and except to the extent already in the possession of the receiving Party or one of its Group members; provided, however, that to the extent any originals are delivered to a Party pursuant to this Agreement or the Ancillary Agreements, such Party shall, and shall cause the other members of its Group (and each of its and their respective then-Affiliates) to, at its own expense, return such Information to the other Party within a reasonable time after the need to retain such originals has ceased. The receiving Party shall use any Information received pursuant to Section 7.1(a) solely to the extent reasonably necessary to satisfy the applicable obligations or requirements described in clause (x) or (y) of the immediately preceding sentence.

(b) In the event that either Automation or Aerospace determines that the disclosure of any Information or other materials pursuant to Section 5.7(c) or Section 7.1(a) would reasonably be expected to be significantly commercially detrimental, result in the loss of confidentiality of confidential information, violate any Law or Contract or waive or jeopardize any Privilege, such Party shall not be required to provide access to or furnish such Information or other materials to the other Party; provided, however, that both Automation and Aerospace shall take all commercially reasonable measures to permit compliance with Section 5.7(c) or Section 7.1(a), as applicable, in a manner that avoids any such harm or consequence; provided, further, that in the event disclosure of any such Information or materials would violate a Contract with a third party, each Party shall use commercially reasonable efforts to seek to obtain the Consent of such third party to the disclosure of such Information or materials. Both Automation and Aerospace intend that any provision of access to or the furnishing of Information or other materials pursuant to Section 5.7(c) or this Section 7.1 that would otherwise be within the ambit of any Privilege shall not operate as waiver of such Privilege.

(c) Automation and Aerospace each agrees that it will only Process Personal Data provided to it by the other Group hereunder in accordance with Section 7.10.

Section 7.2 Ownership of Information. Any Information or other materials owned by one Party or any member of its Group that is provided to a requesting Party hereunder shall not affect the ownership of such Information (which shall be determined solely in accordance with the terms of this Agreement and the Ancillary Agreements). Except as

specifically set forth herein, nothing herein shall be construed as granting or conferring rights to any Party (or member of its Group) of license or otherwise in any such Information or other materials, whether by implication, estoppel or otherwise.

Section 7.3 Compensation for Providing Information. Upon the presentation of invoices therefor, Automation and Aerospace shall reimburse each other for the reasonable costs, if any, in complying with a request for Records or Information pursuant to this Article VII. Except as may be otherwise specifically provided elsewhere in this Agreement, such costs shall be computed in accordance with Aerospace's or Automation's, as applicable, standard methodology and procedures, but shall not include (i) any mark-up above actual costs, (ii) the costs of salaries and benefits of employees of such Party (or its Group or any of its or their respective then-Affiliates) or (iii) any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing.

Section 7.4 Record Retention. To facilitate the possible exchange of Information pursuant to this Article VII and other provisions of this Agreement, each Party shall use its reasonable best efforts, at such Party's sole cost and expense, to retain all Information in such Party's possession relating to the other Party or its Business, Assets or Liabilities, this Agreement or the Ancillary Agreements in accordance with its respective record retention policies or such longer period as required by Law, this Agreement or the Ancillary Agreements. Each of Automation and Aerospace shall use their reasonable best efforts to maintain and continue their respective Group's compliance with all "legal holds" applicable to any Information in its possession for the pendency of the applicable matter, irrespective of any record retention policies or the requirements of this Section 7.4, and will provide timely notice of any legal hold that may implicate Information in possession of the other Party, or any lifting or release of any such legal hold, as may arise following the Effective Time.

Section 7.5 Limitations of Liability.

(a) Each of Automation (on behalf of itself and each other member of the Automation Group) and Aerospace (on behalf of itself and each other member of the Aerospace Group) understands and agrees that any Information provided by or on behalf of or made available by or on behalf of any Party (or any other member of either Group) pursuant to this Agreement shall be on an "as is", "where is" basis and neither Party is representing or warranting in any way as to the accuracy or sufficiency of any such Information exchanged or disclosed under this Agreement.

(b) Neither Automation nor Aerospace shall have any Liability to the other Party in the event that any Information exchanged or provided pursuant to this Agreement that is an estimate or forecast, or that is based on an estimate or forecast, is found to be inaccurate. Neither Automation nor Aerospace shall have any Liability to the other Party if any Information is destroyed after reasonable best efforts by Aerospace or Automation, as applicable, to comply with the provisions of Section 7.4.

Section 7.6 Production of Witnesses; Records; Cooperation.

(a) Without limiting any of the rights or obligations of the Parties pursuant to Section 7.1 or Section 7.4, after the Distribution Date, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, each of Automation and Aerospace shall take all reasonable steps to make available, upon written request, (i) the former, current and future directors, officers, employees, other personnel and agents of the Persons in its respective Group (whether as witnesses or otherwise) and (ii) any Records within its control or that it otherwise has the ability to make available, in each case, to the extent that such Person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or Records may reasonably be required in connection with any Action or threatened or contemplated Action (including preparation for any such Action) in which either Automation or Aerospace or any Person or Persons in its Group, as applicable, may from time to time be involved, regardless of whether such Action or threatened or contemplated Action is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all reasonable out-of-pocket costs and expenses in connection therewith.

(b) The obligation of Automation and Aerospace, pursuant to this Section 7.6, to take all reasonable steps to make available former, current and future directors, officers, employees and other personnel and agents or provide witnesses and experts, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to make available employees and other officers without regard to whether such individual or the employer of such individual could assert a possible business conflict.

Section 7.7 Privileged Matters.

(a) Pre-Distribution Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution (whether by outside counsel, in-house counsel or other legal professionals) have been and will be rendered for the collective benefit of each of the members of the Automation Group and the Aerospace Group, including with respect to this Agreement, the Ancillary Agreements, any other agreement related to the transactions contemplated hereby or thereby and/or the negotiations, structuring and transactions contemplated hereby and thereby (collectively, "Collective Benefit Services"), and that each of the members of the Automation Group and the Aerospace Group shall be deemed to be the client with respect to such services for the purposes of asserting all privileges, immunities or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine ("Privilege"). With respect to all Information subject to Privilege ("Privileged Information"), the Parties shall have a shared Privilege for Privileged Information relating to Collective Benefit Services. Privileged Information includes, but is not limited to, services rendered by legal counsel retained or employed by any Party (or any member of such Party's respective Group), including outside counsel and in-house counsel. Notwithstanding the foregoing, the Parties acknowledge and agree that in any Adversarial Action with respect to this Agreement, the Ancillary Agreements, any other agreement related to the transactions contemplated hereby or thereby and/or the negotiations, structuring and transactions contemplated hereby and thereby, Automation shall be

entitled, in its sole and absolute discretion, to control all Privileges, including any assertion or waiver of such Privileges, in connection with Collective Benefit Services relating to such matters.

(b) Post-Distribution Services. Each Party, on behalf of itself and each other member of its Group, recognizes that legal and other professional services will be provided following the Distribution Date, which services will be rendered solely for the benefit of the Automation Group or the Aerospace Group, as the case may be, while other such post-Distribution services following the Distribution Date may be rendered with respect to Actions, claims, proceedings, litigation, disputes, or other matters which involve members of both Groups. With respect to such post-Distribution services and related Privileged Information, each of the Parties, on behalf of itself and each other member of its Group, agrees as follows:

(i) Automation shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to the Automation Business and not to the Aerospace Business, whether or not the Privileged Information is in the possession of or under the control of any member of the Automation Group or any member of the Aerospace Group. Automation shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with any Privileged Information that relates solely to any Automation Assets or Automation Liabilities and not any Aerospace Assets or Aerospace Liabilities in connection with any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the Automation Group or any member of the Aerospace Group.

(ii) Aerospace shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to the Aerospace Business and not to the Automation Business, whether or not the Privileged Information is in the possession of or under the control of any member of the Automation Group or any member of the Aerospace Group. Aerospace shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with any Privileged Information that relates solely to any Aerospace Assets or Aerospace Liabilities and not any Automation Assets or Automation Liabilities in connection with any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the Aerospace Group or any member of the Automation Group.

(iii) If the Parties do not agree as to whether certain information not allocated pursuant to Sections 7.7(b)(i)-(ii) is Privileged Information, then such Information shall be treated as Privileged Information, and the Party that believes that such information is Privileged Information shall be entitled to control the assertion or waiver of all Privileges in connection with any such information until such time as it is finally judicially determined that such information is not Privileged Information or unless the Parties otherwise agree.

(c) Subject to the remaining provisions of this Section 7.7, the Parties agree that they shall have a shared Privilege with respect to all Privileges not allocated pursuant to Section 7.7(b) in connection with any Actions or threatened or contemplated Actions or other matters that involve both Parties (or one or more members of their respective Groups) or in respect of which both Parties have Liabilities under this Agreement, and no such shared Privilege may be waived by a Party without the consent of the other Party; provided that if such shared Privilege would or would reasonably be expected to jeopardize such Privilege, then Automation shall be entitled, in perpetuity, to control the assertion of waiver of such Privilege and Automation agrees, on behalf of itself and each member of the Automation Group, not to intentionally disclose or otherwise intentionally waive any such Privilege without consulting Aerospace. Upon the reasonable request of Automation or Aerospace, in connection with any Action or threatened or contemplated Action contemplated by this Article VII, other than any Adversarial Action or threatened or contemplated Adversarial Action, Automation and Aerospace will enter into a mutually acceptable common interest agreement so as to maintain to the extent practicable any Privilege of any member of either Group.

(d) If any dispute arises between the Parties or any members of their respective Groups regarding whether any Privilege should be waived to protect or advance the interests of either Party or any member of their respective Groups, each Party agrees that it shall (i) negotiate with the other Party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other Party and the members of its Group and (iii) not unreasonably withhold, delay or condition consent to any request for waiver by the other Party.

(e) Upon receipt by either Party, or by any member of its respective Group, of any subpoena, discovery or other request (or of written notice that it will or has received such subpoena, discovery or other request) that may reasonably be expected to result in the production or disclosure of Privileged Information subject to a shared Privilege or as to which the other Party has the sole right hereunder to assert a Privilege, or if either Party obtains knowledge or becomes aware that any of its, or any member of its respective Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests (or have received written notice that they will or have received such subpoena, discovery or other requests) that may reasonably be expected to result in the production or disclosure of such Privileged Information, such Party shall promptly notify the other Party of the existence of any such subpoena, discovery or other request and shall provide the other Party a reasonable opportunity to review the Privileged Information and to assert any rights it or they may have, under this Section 7.7 or otherwise, to prevent the production or disclosure of such Privileged Information; provided that if such Party is prohibited by applicable Law from disclosing the existence of such subpoena, discovery or other request, such Party shall provide written notice of such related information for which disclosure is not prohibited by applicable Law and use reasonable best efforts to inform the other Party of any related information such Party reasonably determines is necessary or appropriate for the other Party to be informed of to enable the other Party to review the Privileged Information and to assert its rights, under this Section 7.7 or otherwise, to prevent the production or disclosure of such Privileged Information.

(f) Except for Information provided in the context of any Adversarial Action or contemplated Adversarial Action between the Parties, the Parties agree that their respective rights to any access to Information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of Privileged Information between the Parties and members of their respective Groups pursuant to this Agreement, are pursuant to a common legal interest, and such Privileged Information shall remain Privileged notwithstanding the exchange of such Privileged Information between the Parties. The Parties further agree that (i) the exchange by one Party to the other Party of any Information that should not have been exchanged pursuant to the terms of this Section 7.7 shall not be deemed to constitute a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise with respect to such Privileged Information and (ii) the Party receiving such Privileged Information shall promptly return such Privileged Information to the Party who has the right to assert the Privilege.

Section 7.8 Confidential Information; Non-Use.

(a) Notwithstanding any termination of this Agreement, each Party shall, and shall cause each of the other members of its Group to, hold, and cause each of their respective officers, employees, agents, consultants and advisors to hold, in strict confidence, and not to disclose or release or except as otherwise permitted by this Agreement, use, including for any ongoing or future commercial purpose, without the prior written consent of each Party to whom (or to whose Group) the Confidential Information relates (which may be withheld in each such Party's sole and absolute discretion), any and all Confidential Information concerning or belonging to the other Party or any member of its Group; provided that each Party may, as applicable, use, disclose or may permit disclosure of such Confidential Information (i) to its (or any member of its Group's) respective auditors, attorneys and other appropriate consultants and advisors who have a need to know such Confidential Information for auditing and other non-commercial purposes and are informed of the confidentiality and non-use obligations to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations the applicable Party will be responsible, (ii) if any Party or any member of its Group is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule, (iii) to the extent required in connection with any Adversarial Action, (iv) to the extent necessary in order to permit a Party (or member of its Group) to prepare and disclose its financial statements in connection with any regulatory filings or Tax Returns, (v) to the extent necessary for a Party (or member of its Group) to enforce its rights or perform its obligations under this Agreement, (vi) to Governmental Entities in accordance with applicable procurement regulations and contract requirements, (vii) to any nationally recognized statistical rating organization as it reasonably deems necessary, solely for the purpose of obtaining a rating of securities or other debt instruments upon normal terms and conditions or (viii) to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction, to the extent reasonably necessary in connection therewith, provided an appropriate and customary confidentiality agreement has been entered into with the Person receiving such Confidential Information. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made by a third party that relates to clause (ii), (iii), (v)

or (vi) above, each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom (or to whose Group) the Confidential Information relates of the existence of such request, demand or disclosure requirement and shall provide such Party (and/or any applicable member of its Group) a reasonable opportunity to seek an appropriate protective order or other remedy, which such Parties shall, and shall cause the other members of their respective Group to, cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party who is (or whose Group's member is) required to make such disclosure shall or shall cause the applicable member of its Group to furnish (at the expense of the Party seeking to limit such request, demand or disclosure requirement), or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded to such Confidential Information (at the expense of the Party seeking (or whose Group's member is seeking) to limit such request, demand or disclosure requirement). Furthermore, and without limiting the foregoing exceptions, each Party and the members of its Group may internally use (but without creating a separate right of disclosure to third parties) Confidential Information concerning or belonging to the other Party or the members of the other Party's Group if and to the extent such Confidential Information also concerns or belongs to such first Party or any member of its Group immediately following the Effective time.

(b) Notwithstanding anything to the contrary set forth herein, (i) a Party shall be deemed to have satisfied its obligations hereunder with respect to Confidential Information if it exercises, and causes the other members of its Group to exercise, at least the same degree of care (but no less than a commercially reasonable degree of care and in any case in compliance with applicable Laws) as such Party takes to preserve confidentiality for its own similar Information and (ii) confidentiality obligations provided for in any agreement between each Party or another member of its Group and its or their respective past and/or present employees as of the Distribution Date shall remain in full force and effect. Notwithstanding anything to the contrary set forth herein, Confidential Information (other than Information that is an embodiment of Intellectual Property (which shall exclusively be governed by the IP Cross-License Agreement, the Trademark License Agreement and other applicable Ancillary Agreements), and Personal Data (which shall exclusively be governed by Section 7.10)) of any Party (or another member of its Group) rightfully in the possession of and used by the other Party (or another member of its Group) in the operation of its Business as of the Distribution Date may continue to be used by such Party (and/or the applicable members of its Group) in possession of such Confidential Information in and only in the operation of the Aerospace Business or the Automation Business, as the case may be; provided that such Confidential Information may only be used by such Party and/or the applicable members of its Group and its and their respective officers, employees, agents, consultants and advisors in the specific manner and for the specific purposes for which it is used as of the date of this Agreement and may only be shared with additional officers, employees, agents, consultants and advisors of such Party (or Group member) on a need-to-know basis exclusively with regard to such specified use; provided, further, that such Confidential Information may be used only so long as the Confidential Information is maintained in confidence and not disclosed in violation of Section 7.8(a), except that such Confidential Information may be disclosed to third parties other than those listed in

Section 7.8(a), provided that such disclosure to such other third parties and any associated use of such Information must be pursuant to a written agreement containing confidentiality obligations at least as protective of the Parties' rights to such Confidential Information as those contained in this Agreement. Such continued right to use may not be transferred (directly or indirectly) to any third party without the prior written consent (not to be unreasonably withheld, conditioned or delayed) of the applicable Party, except pursuant to Section 10.9.

(c) Each of Automation and Aerospace acknowledges, on behalf of itself and each other member of its Group, that it and the other members of its Group may have in their possession confidential or proprietary Information of third parties that was received under confidentiality or non-disclosure agreements with each such third party while such Party and/or members of its Group were Subsidiaries of Automation. Each of Automation and Aerospace shall, and shall cause the other members of its Group to, hold and cause its and their respective representatives, officers, employees, agents, consultants and advisors (or potential buyers) to hold, in strict confidence the confidential and proprietary Information of third parties to which they or any other member of their respective Groups has access, in accordance with the terms of any agreements entered into prior to the Distribution between one or more members of the Automation Group and/or Aerospace Group (whether acting through, on behalf of, or in connection with, the separated Businesses) and such third parties.

(d) Notwithstanding any other provision of this Section 7.8, (i) the disclosure and sharing of Privileged Information shall be governed solely by Section 7.7, and (ii) to the extent that another Contract pursuant to which a Party or its Affiliate is bound that specifically provides that certain information covered under this Section 7.8 shall be held confidential on a basis that is more protective of such information or for a longer period of time than provided for in this Section 7.8, then the applicable provisions contained in such other Contract shall control with respect thereto.

Section 7.9 Conflicts Waiver. Each Party hereby agrees, on behalf of itself and each of its past, present and future Affiliates, that the counsel(s) set forth on Schedule 7.9 ("Automation Counsel") has exclusively acted as counsel to Automation and any of its then-Affiliates in connection with the preparation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby. Aerospace, on behalf of itself and each of its past, present and future Affiliates, agrees that, following consummation of the transactions contemplated hereby and thereby, such representation by Automation Counsel shall not preclude Automation Counsel from serving as counsel to Automation, any of its then-Affiliates or any directors, officers, employees, agents, representatives, limited partners, members, shareholders or other equity holders of Automation or such then-Affiliate, in connection with any Action arising out of or relating to this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby (even if there exists at any time a separate attorney-client relationship between Automation Counsel, on the one hand, and Aerospace or any of its past, present or future Affiliates, on the other hand, pursuant to which Automation Counsel has obtained confidential information relating to Aerospace, the Aerospace Business, the Aerospace Assets or the Aerospace Liabilities) (collectively, the "Spin-off Matters"). Aerospace shall not, and shall cause any and all of its past, present and future

Affiliates not to, seek to have Automation Counsel disqualified from any such representation. Aerospace, on behalf of itself and each of its past, present and future Affiliates, hereby consents thereto and waives any such conflict of interest, and Aerospace shall cause any and all of its past, present and future Affiliates to consent to waive any such conflict of interest. Aerospace, on behalf of itself and each of its past, present and future Affiliates, acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that Aerospace, on behalf of itself and each of its past, present and future Affiliates, has consulted with its in-house counsel. Aerospace, on behalf of itself and each of its past, present and future Affiliates, further acknowledges that none of this Agreement, the Ancillary Agreements nor the transactions contemplated hereby and thereby are intended to create an attorney-client relationship between Automation Counsel, on the one hand, and Aerospace or any of its past, present or future Affiliates, on the other hand, or any other relationship pursuant to which Aerospace or any of its past, present or future Affiliates would have a right to object to Automation Counsel's representation of any Person under any circumstance. The covenants, consent, and waiver contained in this Section 7.9 shall not be deemed exclusive of any other rights to which Automation Counsel is entitled whether pursuant to Law, Contract, or otherwise. For the avoidance of doubt, nothing in this Section 7.9 shall preclude Automation Counsel from serving as counsel to Aerospace or any of its past, present or future Affiliates on any matter, including matters related to the Spin-off Matters, provided that no such engagement shall (a) limit, modify or otherwise affect Automation Counsel's right to represent Automation or any of its then-Affiliates in connection with any Spin-off Matter or any other matter, (b) create any basis for Aerospace or any of its past, present or future Affiliates to seek disqualification of Automation Counsel from any representation of Automation or any of its then-Affiliates, or (c) give rise to any obligation on the part of Automation Counsel to decline or withdraw from any representation of Automation or any of its then-Affiliates. Any confidential information obtained by Automation Counsel in the course of representing Aerospace or any of its Affiliates shall be subject to Automation Counsel's professional obligations and shall not restrict Automation Counsel's ability to represent Automation or any of its then-Affiliates in any Spin-off Matter, and Aerospace, on behalf of itself and each of its past, present and future Affiliates, hereby consents to and waives any conflict of interest arising from any such concurrent or successive representation.

Section 7.10 Personal Data.

(a) Each Party and its Affiliates shall at all times ensure that their Processing of Personal Data of the other Party or any member of its Group hereunder and under each Ancillary Agreement complies with Data Protection Laws (including by taking appropriate technical and organizational measures against the unauthorized disclosure or unlawful processing, access to, accidental loss or destruction of, or damage to, such Personal Data Processed hereunder or under any Ancillary Agreement) and shall use reasonable efforts to avoid acts or omissions that place the other Party in breach of its obligations under Data Protection Laws with respect to such Personal Data Processed hereunder.

(b) The Parties acknowledge that after the Distribution, each Party and its Affiliates shall act as a separate and independent Controller with respect to the Processing of

the Personal Data each owns or controls pursuant to this Agreement or any Ancillary Agreement (subject to the express terms thereof).

(c) To the extent that a Party or its Affiliate transfers to the other Party or its Affiliate Personal Data included in the Automation Assets (with respect to transfers by Aerospace or its Affiliates) or Aerospace Assets (with respect to transfers by Automation or its Affiliates) internationally following the Distribution, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer," as applicable, and as those terms are defined therein. For jurisdictions outside of the European Economic Area, all references to "GDPR" in the Controller SCCs will be deemed to refer to the applicable Data Protection Laws. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into this Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out in the "Controller to Controller Transfers" attached as Exhibit B hereto. If there is a conflict between this Agreement and the Controller SCCs with respect to the Processing of Personal Data, the Controller SCCs will prevail. Where there is a change in the Law that requires that the Controller SCCs be amended or replaced, such legally required changes shall be deemed to have been made automatically without further action by the Parties.

(d) To the maximum extent permitted under applicable Law, for Controller to Controller Processing, each Party shall (i) promptly (and in any event within three (3) Business Days) notify the other Party if it or its Affiliate receives a complaint, notice or communication (including request from a Data Subject to exercise their rights under Data Protection Laws) in relation to any Personal Data of the other Party or any member of its Group Processed pursuant to this Agreement or any Ancillary Agreement, and (ii) without undue delay (and in any event within forty-eight (48) hours) if it becomes aware of, or reasonably suspects, a Security Incident affecting the Personal Data of the other Party or any member of its Group, which Personal Data is held by or on behalf of such first Party.

(e) To the extent that a Party or Affiliate Processes Personal Data as a Processor on behalf of the other Party or Affiliates as a Controller under this Agreement or any Ancillary Agreement, Exhibit C attached to this Agreement shall apply to the Processing.

Section 7.11 Non-Applicability to Taxes. The Tax Matters Agreement, and not this Article VII, shall govern access to and the retention and exchange of Tax Returns, schedules and workpapers and all material Records or other documents relating to Tax matters; provided that Section 7.10 shall govern the Processing of Personal Data pursuant to the Tax Matters Agreement.

ARTICLE VIII

DISPUTE RESOLUTION

Section 8.1 Negotiation and Arbitration.

(a) In the event of a controversy, dispute or Action between the Parties arising out of, in connection with, or in relation to this Agreement or any Ancillary Agreement or any of the transactions contemplated hereby or thereby, including with respect to the interpretation, performance, nonperformance, validity or breach thereof, and including any question of the arbitral tribunal's jurisdiction, the existence, scope or validity of this arbitration agreement or the arbitrability of any claim, and any controversy, dispute or Action related to Section 7.7 concerning Privilege issues (each of the foregoing, a "Dispute"), the following provisions shall apply, unless expressly specified herein or in the applicable Ancillary Agreement.

(b) Negotiation. Subject to Section 8.1(e), the following procedures shall apply with respect to Disputes, except in cases of Disputes related to Section 7.7 concerning Privilege issues (in which case the procedure in Section 7.7(b) shall apply):

(i) Subject to Article VI, at such time as a Dispute arises, (A) any Party shall deliver written notice of such Dispute (a "General Dispute Notice") and (B) the Transition Committee shall attempt to resolve the Dispute through the procedures it is empowered to adopt in accordance with Section 2.13. If the Transition Committee is unable for any reason to resolve a Dispute within thirty (30) days after the delivery of the General Dispute Notice, the general counsels of the Parties and/or such other executive officer designated by a Party in writing shall thereupon negotiate for a reasonable period of time to settle such Dispute; provided, however, that such reasonable period shall not, unless otherwise agreed by each Party in writing, exceed thirty (30) days from the date that the General Dispute Notice has been escalated to the Parties' general counsels and/or designated executive officer (the "General Counsel Negotiation Period"). If the general counsels of the Parties and/or such other executive officer designated by a Party are unable for any reason to resolve a Dispute within the General Counsel Negotiation Period, then the Chief Executive Officer of each Party shall thereupon negotiate for a reasonable period of time to settle such Dispute; provided, however, that such reasonable period shall not, unless otherwise agreed by each Party in writing, exceed thirty (30) days from the end of the General Counsel Negotiation Period (the "CEO Negotiation Period").

(ii) With respect to the subject Dispute, no Party shall be entitled to rely upon the expiry of any limitations period or contractual deadline during the period between the date of receipt of the relevant General Dispute Notice and the earlier to occur of (A) the date of any arbitration being commenced under this Section 8.1 with respect to the Dispute and (B) the later to occur of (x) one hundred and eighty (180) days after the date of receipt of the relevant General Dispute Notice and (y) the expiration of the applicable CEO Negotiation Period.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the discussions and negotiations pursuant to Section 8.1(b)(i) by any of the Parties (or the other members of their respective Groups), their respective agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties (or any other member of a Group) and, in any Action, shall not be admissible in any future Action between the Parties, any member of their respective Groups and/or any Indemnitee; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or discussion.

(c) Arbitration. Subject to Section 8.1(e), if the Dispute has not been resolved in writing for any reason as of the expiration of the applicable CEO Negotiation Period, such Dispute shall be submitted, at the request of any Party, to final and binding arbitration administered by the American Arbitration Association's International Centre for Dispute Resolution (the "ICDR") in accordance with its International Arbitration Rules then in effect (the "Rules"), except as modified herein.

(i) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant or claimants, collectively, shall appoint one arbitrator in the notice of arbitration and the respondent or respondents, collectively, shall appoint one arbitrator within fourteen (14) days after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly appointed by the two party-appointed arbitrators within twenty-one (21) days of the appointment of the second arbitrator. Any arbitrator not timely appointed shall be appointed by the ICDR according to its Rules.

(ii) In resolving any Dispute to the extent it involves contractual issues under this Agreement, the arbitrators shall apply the governing law specified herein.

(iii) Arbitration under this Section 8.1 shall be the sole and exclusive remedy for any Dispute, and any award rendered by the arbitrators shall be final and binding on the parties and judgment thereupon may be entered in any court of competent jurisdiction having jurisdiction thereof, including any court having jurisdiction over the relevant party or its Assets.

(iv) The Arbitral Tribunal shall be entitled, if appropriate, to award any remedy, including monetary damages, specific performance and all other forms of legal and equitable relief that are in accordance with the terms of this Agreement; provided, however, that the Arbitral Tribunal shall have no authority or power to (A) limit, expand, alter, modify, revoke or suspend any condition or provision of this Agreement, (B) award punitive, exemplary, treble or similar damages, except as set forth in Section 8.1(c)(v), or (C) review, resolve or adjudicate, or render any award or grant any relief in respect of, any issue, matter, claim or Dispute other than the specific Dispute or Disputes submitted by the parties to such Arbitral Tribunal for final and

binding arbitration, including any Disputes consolidated therewith in accordance with Section 8.1(c)(viii).

(v) The Arbitral Tribunal shall have the power to award the prevailing party its attorneys' fees and costs reasonably incurred in the arbitration (including the fees and expenses of the arbitration, the Arbitral Tribunal's fees and the fees and expenses of the ICDR). If any Party files an Action in contravention of the arbitration agreement in this Section 8.1, the other Party shall be entitled to an award of any costs they may incur in defending such Action, including a fee in an amount equal to $75,000,000 multiplied by the greater of (x) 1.05 raised to the power of the number of years elapsed since the Distribution Date (expressed in decimal form) and (y) one (1),as well as such additional punitive, exemplary, treble or similar damages as may be awardable under applicable law. Each of the Parties acknowledges and agrees that if any Party files an Action in contravention of the arbitration agreement in this Section 8.1, the non-breaching Party shall suffer reputational loss as a direct consequence of such Action for which they are entitled to damages.

(vi) The arbitration shall be seated in, and the award shall be rendered, in New York County, New York, in the English language.

(vii) The arbitration and this arbitration agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

(viii) A Party may request consolidation of two or more arbitrations pending under the Rules into a single arbitration pursuant to the Rules. The Parties agree that two or more arbitration proceedings may be consolidated in accordance with this Section 8.1(c)(viii) and subject to the Rules even if the parties to such arbitration proceedings are not identical. Any order of consolidation issued pursuant to the Rules shall be final and binding upon the parties to the new Dispute, prior pending or subsequently-filed arbitrations. The Parties waive any right they have to appeal or to seek interpretation, revision or annulment of such order of consolidation under the Rules or in any court.

(ix) In the event the Dispute subject to arbitration under this Agreement concerns any persons aside from the Parties to this Agreement, the Parties agree to seek the non-party's consent to attempt to reach a global resolution of all disputed matters pursuant to confidential arbitration.

(x) The Arbitral Tribunal (and, if applicable, Emergency Arbitrator) shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The Parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also

be deemed a term and condition of this Agreement subject to specific performance in Section 10.19. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief; provided, however, that (I) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator, and the Arbitral Tribunal shall apply a *de novo* standard of review to the factual and legal findings of the Emergency Arbitrator and conduct any such proceeding with respect to the actions of the Emergency Arbitrator on an expedited basis; and (II) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction.

(xi) The Parties consent and submit to the non-exclusive jurisdiction of any federal court located in the State of New York or, where such court does not have jurisdiction, any New York state court, in either case located in the Borough of Manhattan, New York City, New York ("New York Court") to enforce the dispute resolution provisions in this Section 8.1, to enforce any award, relief or decision issued by an Arbitral Tribunal (or, if applicable, Emergency Arbitrator) or for any preliminary provisional or injunctive judicial relief in accordance with Section 8.1(e). In any such action: (A) each of the Parties irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any New York Court; and (B) each of the Parties irrevocably consents to service of process by the mailing of copies of the process to the Parties as provided in Section 10.6, with service effected in this manner becoming effective five (5) days after the mailing of the process.

(xii) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.1.

(d) Confidentiality. Without limiting the provisions of the Rules, unless otherwise agreed in writing by or among the Parties or permitted by this Agreement, the Parties shall keep, and shall cause the members of their applicable Group to keep, confidential all

matters relating to the arbitration (including the existence of the arbitration and proceeding and all of its elements and including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions) or the award, and any negotiations, conferences and discussions pursuant to this Article VIII shall be treated as compromise and settlement negotiations; provided that such matters may be disclosed (i) to the Party's respective attorneys, tax and accounting professionals, lenders, and auditors, (ii) to the extent reasonably necessary in any proceeding brought to enforce this Article VIII or the award or for entry of a judgment upon the award, (iii) for the purposes of joining additional parties to the arbitration pursuant to Section 8.1(c)(ix) and (iv) to the extent otherwise required by Law. Nothing said or disclosed, nor any document produced, in the course of any negotiations, conferences and discussions that is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration. In the event any Party makes application to any court in connection with this Section 8.1(d) (including any proceedings to enforce a final award or any Interim Relief), such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge.

(e) Notwithstanding the foregoing provisions of this Section 8.1, (i) a Party may seek preliminary provisional or injunctive judicial relief with respect to a Dispute without first complying with the procedures set forth in Section 8.1(b) and Section 8.1(c) if such action is reasonably necessary to avoid irreparable damage (it being understood that such initiating Party may, at its election, pursue arbitration, including seeking arbitral relief on a preliminary or interim basis, in lieu of such judicial relief).

Section 8.2 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article VIII with respect to all matters not subject to such dispute resolution.

ARTICLE IX

INSURANCE

Section 9.1 Access to Insurance Policies for Pre-Distribution Matters.

(a) With respect to Liabilities of the Aerospace Group that (x) constitute Aerospace Liabilities (other than those incurred by a member of the Automation Group) or (y) are otherwise incurred by a member of the Aerospace Group, in each case to the extent related to or arising from occurrences, acts, omissions or other matters prior to the Distribution Date (such Liabilities, the "Pre-Distribution Aerospace Liabilities"), any rights to insurance coverage applicable to the Pre-Distribution Aerospace Liabilities under Insurance Policies issued to any members of the Automation Group other than the Transferred Insurance Policies (the "Pre-Distribution Automation Insurance Policies"), are hereby assigned by Automation (on behalf of itself and the applicable members of its Group) to the applicable

members of the Aerospace Group on that same date. Automation shall (or shall cause the applicable member of its Group to) provide the applicable member of the Aerospace Group with, from and after the Distribution Date, access to the applicable Pre-Distribution Automation Insurance Policy(ies) with respect to any bona fide claim arising out of such Pre-Distribution Aerospace Liabilities. Notwithstanding the forgoing, such assignment and access shall be subject to the terms, conditions and exclusions of such Pre-Distribution Automation Insurance Policy(ies) and any related reinsurance agreement(s), including any limits on coverage, any deductibles, retentions, retrospective premiums, and other chargeback amounts, fees, costs and expenses, and any provisions relating to the control and handling of insurance claims and the defense of any Pre-Distribution Aerospace Liability that is the subject of an insurance claim, and shall be subject to the following:

(i) Neither Aerospace nor any member of its Group shall be permitted to directly submit an insurance claim under such Pre-Distribution Automation Insurance Policies;

(ii) Aerospace may, or may cause the applicable member of the Aerospace Group to, submit a written request to Automation's Director of Risk Management and General Counsel requesting that the applicable member of the Automation Group submit an insurance claim under the applicable Pre-Distribution Automation Insurance Policy(ies) with respect to such Pre-Distribution Aerospace Liability, and following receipt of such written request and such other documents and information as are necessary to submit such insurance claim, Automation shall, or shall cause the applicable member of its Group to, submit such insurance claim directly to the applicable Insurer(s); provided that Aerospace (or the applicable member of the Aerospace Group) shall (x) identify the Pre-Distribution Automation Insurance Policy(ies) under which Aerospace reasonably believes the Pre-Distribution Aerospace Liability should be noticed; (y) be responsible for the preparation of any documents and information that are required for the submission of such insurance claim and (z) provide the applicable member of the Automation Group with such documents, forms or other information necessary for the submission of such claim;

(iii) The members of the Automation Group shall reasonably cooperate with the applicable members of the Aerospace Group in the pursuit of any such claims under such Pre-Distribution Automation Insurance Policies, including by providing the applicable member(s) of the Aerospace Group with commercially reasonable access to the applicable Pre-Distribution Automation Insurance Policy(ies) upon the written request of Aerospace and by promptly remitting insurance proceeds to the applicable member(s) of the Aerospace Group;

(iv) Aerospace (or the applicable members of the Aerospace Group) shall be responsible for any payments to the applicable Insurer under such Pre-Distribution Automation Insurance Policy relating to its claims submissions and shall indemnify, hold harmless and reimburse Automation (and the applicable members of the Automation Group) for (x) any deductibles, retentions, retrospective premiums and other

chargeback amounts, fees, costs and expenses incurred by Automation (or any members of the Automation Group), as applicable, and (y) any payments made under self-insurance policies, fronted insurance policies or captive insurance policies maintained by the Automation Group, in each case (x) and (y) to the extent resulting from any access to, or any claims made by Aerospace (or any members of the Aerospace Group) under, any such Pre-Distribution Automation Insurance Policy provided pursuant to this Section 9.1(a) (with respect to Aerospace Liabilities), including any indemnity payments, settlements, judgments, legal fees, allocated claims expenses and claim handling fees;

(v) Aerospace (or the applicable members of the Aerospace Group) shall bear (and none of the Automation Group shall have any obligation to repay or reimburse any members of the Aerospace Group for) and shall be liable for all excluded, uninsured, uncovered, unavailable or uncollectible amounts of all such claims made on behalf of Aerospace or any members of the Aerospace Group under such Pre-Distribution Automation Insurance Policy (unless otherwise constituting an Automation Liability); and

(vi) No member of the Aerospace Group, in connection with making a claim under any such Pre-Distribution Automation Insurance Policy pursuant to this Section 9.1(a), shall take any action that would be reasonably likely to (w) have an adverse impact on the then-current relationship between any member of the Automation Group, on the one hand, and the applicable Insurer(s), on the other hand; (x) result in the applicable Insurer(s) terminating or reducing coverage for, or increasing the amount of any premium owed by, any member of the Automation Group under such Pre-Distribution Automation Insurance Policy; (y) otherwise compromise, jeopardize or interfere with the rights of any member of the Automation Group under such Pre-Distribution Automation Insurance Policy; or (z) otherwise compromise or impair the ability of Automation to enforce its rights with respect to any indemnification under or arising out of this Agreement, and Automation shall have the right to cause Aerospace to desist, or cause any other member of the Aerospace Group to desist, from any action that Automation reasonably determines would compromise or impair its rights in accordance with this clause (z); provided that this Section 9.1(a)(vi) shall not preclude or otherwise restrict any member of the Aerospace Group from reporting claims to Insurers as set forth herein in the ordinary course of business.

(b) With respect to Liabilities of the Automation Group that (x) constitute Automation Liabilities (other than those incurred by a member of the Aerospace Group) or (y) are otherwise incurred by a member of the Automation Group, in each case to the extent related to or arising from occurrences, acts, omissions or other matters prior to the Distribution Date (such Liabilities, the "Pre-Distribution Automation Liabilities"), any rights to insurance coverage applicable to the Pre-Distribution Automation Liabilities under Insurance Policies issued to any members of the Aerospace Group or the Transferred Insurance Policies (the "Pre-Distribution Aerospace Insurance Policies"), are hereby assigned by Aerospace (on behalf of itself and the applicable members of its Group) to the applicable members of the Automation Group on that same date. Aerospace shall (or shall cause the applicable member of

its Group to) provide the applicable member of the Automation Group with, from and after the Distribution Date, access to the applicable Pre-Distribution Aerospace Insurance Policy(ies) with respect to any bona fide claim arising out of such Pre-Distribution Automation Liabilities. Notwithstanding the foregoing, such assignment and access shall be subject to the terms, conditions and exclusions of such Pre-Distribution Aerospace Insurance Policy(ies) and any related reinsurance agreement(s), including any limits on coverage, any deductibles, retentions, retrospective premiums, and other chargeback amounts, fees, costs and expenses and any provisions relating to the control and handling of insurance claims and the defense of any Pre-Distribution Automation Liability that is the subject of an insurance claim, and shall be subject to the following:

(i) Neither Automation nor any member of its Group shall be permitted to directly submit an insurance claim under such Pre-Distribution Aerospace Insurance Policies;

(ii) Automation may, or may cause the applicable member of the Automation Group to, submit a written request to Aerospace's Director of Risk Management and General Counsel requesting that the applicable member of the Aerospace Group submit an insurance claim under the applicable Pre-Distribution Aerospace Insurance Policy(ies) with respect to such Pre-Distribution Automation Liability, and following receipt of such written request and such other documents and information as are necessary to submit such insurance claim, Aerospace shall, or shall cause the applicable member of its Group to, submit such insurance claim directly to the applicable Insurer(s); provided that Automation (or the applicable member of the Automation Group) shall (x) identify the Pre-Distribution Aerospace Insurance Policy(ies) under which Automation reasonably believes the Pre-Distribution Automation Liability should be noticed; (y) be responsible for the preparation of any documents and information that are required for the submission of such insurance claim and (z) provide the applicable member of the Aerospace Group with such documents, forms, or other information necessary for the submission of such claim;

(iii) The members of the Aerospace Group shall reasonably cooperate with the applicable members of the Automation Group in the pursuit of any such claims under such Pre-Distribution Aerospace Insurance Policies, including by providing the applicable member(s) of the Automation Group with commercially reasonable access to the applicable Pre-Distribution Aerospace Insurance Policy(ies) upon the written request of Automation and by promptly remitting insurance proceeds to the applicable member(s) of the Automation Group;

(iv) Automation (or the applicable members of the Automation Group) shall be responsible for any payments to the applicable Insurer under such Pre-Distribution Aerospace Insurance Policy relating to its claims submissions, and shall indemnify, hold harmless and reimburse Aerospace (and the applicable member of the Aerospace Group) for (x) any deductibles, retentions, retrospective premiums and other chargeback amounts, fees, costs and expenses incurred by Aerospace (or any members of

the Aerospace Group), as applicable, and (y) any payments made under self-insurance policies, fronted insurance policies or captive insurance policies maintained by the Aerospace Group, in each case (x) and (y) to the extent resulting from any access to, or any claims made by Automation (or any members of the Automation Group) under, any such Pre-Distribution Aerospace Insurance Policy provided pursuant to this Section 9.1(b) (with respect to Automation Liabilities), including any indemnity payments, settlements, judgments, legal fees, allocated claims expenses and claim handling fees;

(v) Automation (or the applicable members of the Automation Group) shall bear (and none of the Aerospace Group shall have any obligation to repay or reimburse any members of the Automation Group for) and shall be liable for all excluded, uninsured, uncovered, unavailable or uncollectible amounts of all such claims made on behalf of Automation or any members of the Automation Group under such Pre-Distribution Aerospace Insurance Policy (unless otherwise constituting an Aerospace Liability); and

(vi) No member of the Automation Group, in connection with making a claim under any such Pre-Distribution Aerospace Insurance Policy pursuant to this Section 9.1(b), shall take any action that would be reasonably likely to (w) have an adverse impact on the then-current relationship between any member of the Aerospace Group, on the one hand, and the applicable Insurer(s), on the other hand; (x) result in the applicable Insurer(s) terminating or reducing coverage for, or increasing the amount of any premium owed by, any member of the Aerospace Group under such Pre-Distribution Aerospace Insurance Policy; (y) otherwise compromise, jeopardize or interfere with the rights of any member of the Aerospace Group under such Pre-Distribution Aerospace Insurance Policy; or (z) otherwise compromise or impair the ability of Aerospace to enforce its rights with respect to any indemnification under or arising out of this Agreement, and Aerospace shall have the right to cause Automation to desist, or cause any other member of the Automation Group to desist, from any action that Aerospace reasonably determines would compromise or impair its rights in accordance with this clause (z); provided that this Section 9.1(b)(vi) shall not preclude or otherwise restrict any member of the Automation Group from reporting claims to Insurers as set forth herein in the ordinary course of business.

(c) With respect to any Insurance Policies with respect to occurrences, acts, omissions or other matters taking place prior to the Distribution whose rights are shared between Automation and Aerospace (or any member of their respective Groups), claims shall be paid, any self-insurance pertaining thereto shall be applied, and the applicable limits under such Insurance Policies shall be reduced, in each case, in accordance with the terms of such Insurance Policies; provided, however, (i) in the event that there are claims under any such Insurance Policy by both a member of the Automation Group and a member of the Aerospace Group, then the limits of such Insurance Policy and any applicable deductible or retention under such Insurance Policy shall be allocated between the applicable members of the Automation Group and the Aerospace Group in accordance with their respective *bona fide* losses covered under

such Insurance Policy; and (ii) none of Automation or Aerospace (or any member of their respective Groups) shall accelerate or delay the notification, submission, adjustment, handling or resolution of claims or the receipt of Insurance Proceeds in a manner that would differ from that which each would follow in the ordinary course when acting without regard to sufficiency of limits or the terms of self-insurance.

(d) The members of each Group shall use commercially reasonable efforts not to take any action or omit to take any action that would be reasonably likely to eliminate or substantially reduce the coverage of any member of the other Group under any Insurance Policy in respect of any occurrence, act, omission or other matter taking place prior to the Distribution without the consent of any such member of the other Group (or the consent of Automation or Aerospace, as applicable, on behalf of such member); provided that (i) the expiration of any such Insurance Policies in accordance with their respective terms (including sending a notice of non-renewal) is expressly permitted; and (ii) the submission of a claim by any member of one Group shall not constitute an action that is reasonably likely to eliminate or substantially reduce the coverage of any member of the other Group.

Section 9.2 Insurance for Post-Distribution Matters. From and after the Distribution Date, each Group shall be responsible, at its sole cost and expense, for securing all insurance it deems appropriate for the operation of its Group and all of its Assets and Liabilities with respect to occurrences, acts, omissions or other matters occurring or existing from and after the Distribution Date.

Section 9.3 No Assignment of Entire Insurance Policies. Except with respect to the transfer of ownership of the Transferred Insurance Policies in accordance with this Agreement, this Agreement shall not be considered as an attempted assignment of any insurance policy in its entirety (as opposed to an assignment of rights under an insurance policy), nor is it considered to be itself a contract of insurance. This Agreement shall not be construed to waive any right or remedy of any Party under or with respect to any Insurance Policy, and the Parties reserve all their rights thereunder.

Section 9.4 Agreement for Waiver of Conflict and Shared Defense. In the event of any action by members of both of the Groups to recover or obtain Insurance Proceeds under an Insurance Policy, or to defend any action by an insurer(s) attempting to restrict or deny any coverage under an Insurance Policy, the Parties (or the applicable member of such Party's Group) may join in any such Action and be represented by joint counsel, in which case, each Party shall, and shall cause the other members of its Group to, waive any conflict of interest to the extent necessary to conduct any such action.

Section 9.5 Directors and Officers Indemnification and Insurance.

(a) For a period of six (6) years from and after the Distribution Date, (i) the Amended and Restated Certificate of Incorporation, By-laws or other organizational documents of the members of the Automation Group, in each case, as amended and restated or otherwise modified from time to time, shall contain provisions no less favorable with respect to indemnification than are set forth in the Amended and Restated Certificate of Incorporation, By-

laws or other organizational documents of the members of the Automation Group immediately before the Effective Time, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from and after the Distribution Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Distribution Date, were indemnified under such Amended and Restated Certificate of Incorporation, By-laws, or other organizational documents unless such amendment, repeal, or modification shall be required by Law and then only to the minimum extent required by Law or approved by Automation's stockholders, and (ii) the Amended and Restated Certificate of Incorporation, By-laws or other organizational documents of the members of the Aerospace Group, in each case, as amended and restated or otherwise modified from time to time, shall contain provisions no less favorable with respect to indemnification than are set forth in the Amended and Restated Certificate of Incorporation, By-laws or other organizational documents of the Aerospace Group immediately before the Effective Time, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from and after the Distribution Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Distribution Date, were indemnified under such Amended and Restated Certificate of Incorporation, By-laws or other organizational documents, unless such amendment, repeal, or modification shall be required by Law and then only to the minimum extent required by Law or approved by Aerospace's stockholders.

(b) Automation and Aerospace may purchase and obtain "tail" or prior acts insurance, including directors and officers liability, fiduciary liability and employment practices liability insurance, covering the Automation Group and the Aerospace Group and their respective insured persons with respect to claims or other matters arising out of acts, omissions or other matters occurring at or prior to the Distribution Date. For a period of twelve (12) months following the Distribution Date, Automation and Aerospace shall and shall cause the members of their respective Groups to reasonably cooperate with the other Group with respect to obtaining any such "tail" or prior acts insurance.

ARTICLE X

MISCELLANEOUS

Section 10.1 Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, the Ancillary Agreements and, solely to the extent and for the limited purpose of effecting the Internal Reorganization, the Conveyancing and Assumption Instruments shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Exhibit or Schedule hereto, the Exhibit or Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of (a) this Agreement and the provisions of any Ancillary Agreement, such Ancillary Agreement shall control (except with respect to any provisions relating to the Transfer of Assets to, or the Assumption of Liabilities by, a Party or a member of its Group, the Internal Reorganization, the Distribution, the covenants and obligations set forth in Article V, Article VI, Article VII, Article VIII and Article IX or the application of Article X to the terms of this Agreement (or, in each case, any indemnification rights pursuant to

this Agreement in respect thereof and/or any other remedies pursuant to this Agreement in respect of any breach of any covenant or obligation under this Agreement), in which case this Agreement shall control), (b) this Agreement and any Conveyancing and Assumption Instrument, this Agreement shall control and (c) this Agreement and any agreement which is not an Ancillary Agreement (other than a Conveyancing and Assumption Instrument), this Agreement shall control unless both (x) it is specifically stated in such agreement that such agreement controls and (y) such agreement has been executed by a member of the Group that it is to be enforced against. Except as expressly set forth in this Agreement or any Ancillary Agreement, (i) all matters relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by the Tax Matters Agreement, and (ii) in the event of any conflict between this Agreement, any Ancillary Agreement or any Conveyancing and Assumption Instruments, on the one hand, and the Tax Matters Agreement, on the other hand, with respect to such matters, the terms and conditions of the Tax Matters Agreement shall govern.

Section 10.2 Ancillary Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

Section 10.3 Counterparts. This Agreement may be executed and delivered (including by means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 10.4 Survival of Agreements. Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties contained in this Agreement and each Ancillary Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 10.5 Expenses. Except as otherwise provided in this Agreement or any Ancillary Agreement, (a) Aerospace shall be liable for costs and expenses incurred, or to be incurred by members of the Aerospace Group and directly related to the consummation of the transactions contemplated hereby (including the financing transactions to be incurred by members of the Aerospace Group contemplated hereby) and (b) Automation shall be liable for costs and expenses incurred, or to be incurred by members of the Automation Group and directly related to the consummation of the transactions contemplated hereby (including the financing transactions to be incurred by members of the Automation Group contemplated hereby); provided; however, in the event of any inconsistency between clauses (a) and (b) of this Section 10.5, on the one hand, and Article I with respect to specific allocations of Aerospace Liabilities and Automation Liabilities, on the other hand, such clauses in the definitions of Aerospace Liabilities and Automation Liabilities in Article I shall control.

Section 10.6 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly

delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 10.6 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 10.6 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.6):

To Automation:

Honeywell International Inc.

855 S. Mint Street

Charlotte, NC 28202

Attention: Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary

Email: [***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz

51 W. 52nd St.

New York, NY 10019

Attention: Andrew J. Nussbaum

Karessa L. Cain

George N. Tepe

Email: AJNussbaum@wlrk.com

KLCain@wlrk.com

GNTepe@wlrk.com

To Aerospace:

Honeywell Aerospace Inc.

1944 E Sky Harbor Cir N

Phoenix, AZ 85034

Attention: John Donofrio, Senior Vice President, General Counsel and Corporate Secretary

Email: [***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz

51 W. 52nd St.

New York, NY 10019

Attention: Andrew J. Nussbaum

Karessa L. Cain

George N. Tepe

Email: AJNussbaum@wlrk.com

KLCain@wlrk.com

GNTepe@wlrk.com

Section 10.7 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 10.8 Mutual Drafting. This Agreement and the Ancillary Agreements and Conveyancing and Assumption Instruments shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

Section 10.9 Assignment. Except as otherwise provided for in this Agreement, neither this Agreement nor any right, interest or obligation shall be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed), and any attempt to assign any rights, interests or obligations arising under this Agreement without such consent shall be void; except, that a Party may assign this Agreement or any or all of the rights, interests and obligations hereunder in connection with a merger, reorganization or consolidation transaction in which such Party is a constituent party but not the surviving entity or the sale by such Party of all or substantially all of its Assets; provided that the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such Assets shall assume all the obligations of the relevant Party by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a Party hereto; provided, however, that in the case of each of the preceding clauses, no assignment permitted by this Section 10.9 shall release the assigning Party from Liability for the full performance of its obligations under this Agreement, unless agreed to in writing by the non-assigning Parties.

Section 10.10 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 10.11 Termination and Amendments. This Agreement (including Article VI hereof) may be terminated at any time prior to the Distribution Date by and in the sole discretion of the Board without the approval of Aerospace or the stockholders of Automation and, in the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person. The Distribution may be amended, modified or abandoned at any time prior to the Distribution Date by and in the sole discretion of the Board without the approval of Aerospace or the stockholders of Automation. This Agreement may not be terminated, amended or modified except by an agreement in writing signed by each of the Parties. Notwithstanding the foregoing, Article VI, Section 7.9, Section 9.1(d) or Section 9.5(a) shall not be terminated or amended after the Effective Time in a manner adverse to the third party beneficiaries thereof without the Consent of any such Person.

Section 10.12 Payment Terms.

(a) Except as set forth in Article VI or as otherwise expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group), on the one hand, to the other Party (and/or a member of such other Party's respective Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within thirty (30) days after presentation of an invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as set forth in Article VI or as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within thirty (30) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to SOFR (in effect on the date on which such payment was due) plus 2% (or, if SOFR is no longer commonly accepted by market participants, an alternative floating rate index that is commonly accepted by market participants, which Aerospace and Automation shall jointly determine, each acting in good faith) calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment; provided that interest shall not apply to any fee pursuant to Section 2.10(c) or Section 2.10(d) that is charged based on a percentage interest rate per annum.

(c) In the event of a dispute or disagreement with respect to all or a portion of any amounts requested by any Party (and/or a member of such Party's Group) as being payable, the payor Party shall in no event be entitled to withhold payments for any such amounts (and any such disputed amounts shall be paid in accordance with Section 10.12(a), subject to the right of the payor Party to dispute such amount following such payment); provided that in the event that following the resolution of such dispute it is determined that the payee Party (and/or a member of the payee Party's Group) was not entitled to all or a portion of the payment made by the payor Party, the payee Party shall repay (or cause to be repaid) such amounts to which it was

not entitled, including interest, to the payor Party (or its designee), which amounts shall bear interest at a rate per annum equal to SOFR plus 2% (or, if SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which Aerospace and Automation shall jointly determine, each acting in good faith) calculated for the actual number of days elapsed, accrued from the date on which such payment was made by the payor Party to the payee Party.

(d) Without the Consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by Automation or Aerospace under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the Bloomberg fixing rate at 5:00 p.m. New York City Time on the day before the date the payment is required to be made or, as applicable, on which an invoice is submitted (provided, however, that with regard to any payments in respect of Indemnifiable Losses for payments made to third parties, the date shall be the day before the relevant payment was made to the third party) or in the Wall Street Journal on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnification payment required to be made hereunder may be denominated in a currency other than U.S. dollars, the amount of such payment shall be converted into U.S. dollars on the date in which notice of the claim is given to the Indemnifying Party.

Section 10.13 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification or payment pursuant to Article VI).

Section 10.14 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Time.

Section 10.15 Third Party Beneficiaries. Except (a) as provided in Article VI relating to Indemnitees and for the release under Section 6.1 of any Person provided therein, (b) as provided in Section 9.1(d) relating to insured persons and Section 9.5 relating to the directors, officers, employees, fiduciaries or agents provided therein, (c) as provided in Section 7.9 relating to Automation Counsel and (d) as specifically provided in any Ancillary Agreement, this Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 10.16 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.17 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any Liability or obligation of any member of the Automation Group or the Aerospace Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the Automation Group or the Aerospace Group or any of their respective Affiliates. The inclusion of any item or Liability or category of item or Liability on any Exhibit or Schedule is made solely for purposes of allocating potential Liabilities among the Parties and shall not be deemed as or construed to be an admission that any such Liability exists.

Section 10.18 Governing Law. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 10.19 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Indemnifiable Loss. Accordingly, from and after the Effective Time, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article X (including after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 10.20 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.21 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of one or more of the following Sections: Section 6.2, Section 6.3 and Section 6.4).

Section 10.22 Public Announcements. From and after the Effective Time, Automation and Aerospace hereby agree to (a) coordinate with the other Party on the Parties' respective initial press releases with respect to the transactions contemplated herein and (b) that no press release or similar public announcement or external communication shall, if prior to, or after, the Effective Time, be made or be caused to be made (including by such Party's Affiliates) concerning the execution or performance of this Agreement until such Party has consulted with the other Party, and provided meaningful opportunity for review and given due consideration to reasonable comment by the other Party, except (x) as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system, (y) for disclosures made that are substantially consistent with disclosure contained in any Distribution Disclosure Document, or (z) as may pertain to disputes between one Party or any member of its Group, on the one hand, and the other Party or any member of its Group, on the other hand; provided that in the case of clause (z), any Party that intends to issue a press release or similar public announcement or external communication regarding such dispute shall provide reasonable advance written notice to the other Party in accordance with Section 10.6, which notice shall include a copy of the press release or similar public announcement or external communication, or where no such copy is available, a description of the press release or similar public announcement or external communication.

Section 10.23 Force Majeure. No Party shall be deemed in default of this Agreement or, unless otherwise expressly provided therein, any Ancillary Agreement for any delay or failure to fulfill any obligation (other than a payment obligation) hereunder or thereunder so long as and to the extent to which any delay or failure in the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event. In the event of any such excused delay, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure Event; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement and the Ancillary Agreements, as applicable, as soon as commercially reasonably practicable.

Section 10.24 No Set-Off. Except as expressly set forth in any Ancillary Agreement or as otherwise mutually agreed to in writing by the Parties, neither Party nor any other member of such Party's Group shall have any right of set-off or other similar rights with respect to (a) any amounts received pursuant to this Agreement or any Ancillary Agreement; or

(b) any other amounts claimed to be owed to the other Party or any other member of its Group arising out of this Agreement or any Ancillary Agreement.

* * * * *

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

HONEYWELL INTERNATIONAL INC.

By: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Assistant Secretary

HONEYWELL AEROSPACE INC.

By: /s/ James Currier
Name: James Currier
Title: President & Chief Executive Officer

Second Amended and Restated Certificate of Incorporation

of
Honeywell Aerospace Inc.

Honeywell Aerospace Inc., which was originally formed in the State of Delaware on June 6, 2025 as a limited liability company under the name Honeywell Aerospace LLC and subsequently converted into a corporation on February 6, 2026 (the "**Corporation**"), hereby certifies that this Second Amended and Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware. The Corporation's certificate of incorporation was amended and restated on June 9, 2026. This Second Amended and Restated Certificate of Incorporation hereby amends, restates and integrates the provisions of the Corporation's amended and restated certificate of incorporation. The Corporation certifies as follows:

1. This Second Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and by the written consent of the Company's sole stockholder in accordance with Section 228 of the General Corporation Law of the State of Delaware, and shall become effective as of 12:01 a.m., New York City time, on June 29, 2026.

2. The text of the amended and restated certificate of incorporation as heretofore amended is hereby restated to read in its entirety as follows:

FIRST: The name of the corporation is Honeywell Aerospace Inc.

SECOND: The address of the registered office of the corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at that address is Corporation Service Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "**DGCL**").

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 1,040,000,000 shares, of which 1,000,000,000 shares shall be common stock, par value $0.01 per share ("**Common Stock**"), and 40,000,000 shares shall be preferred stock, par value $0.01 per share ("**Preferred Stock**").

FIFTH:

(1) From time to time the corporation may issue and may sell its authorized shares for such consideration per share (with respect to shares having a par value, not less than the par value thereof), either in money or money's worth of property or services, or for such other considerations, whether greater or less, now or from time to time hereafter permitted by law, as

may be fixed by the Board of Directors of the corporation (the "**Board of Directors**," and each member of the Board of Directors, a "**Director**"); and all shares so issued shall be fully paid and nonassessable.

(2) No holder of any shares of any class shall as such holder have any preemptive right to subscribe for or purchase any other shares or securities of any class, whether now or hereafter authorized, which at any time may be offered for sale or sold by the corporation.

(3) Each holder of record of the Common Stock of the corporation shall be entitled to one vote for every share of Common Stock standing in its name on the books of the corporation on each matter properly submitted to the stockholders of the corporation on which the holders of shares of Common Stock are entitled to vote.

(4) The corporation may issue Preferred Stock from time to time in one or more series as the Board of Directors may establish by the adoption of a resolution or resolutions relating thereto, each series to have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors. The Board of Directors is further authorized to increase (but not above the total number of authorized shares) or decrease (but not below the number of shares of any such series then outstanding) the number of shares of any series of Preferred Stock, the number of which was fixed by it, subsequent to the issuance of shares of such series then outstanding, subject to the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, stated in this Second Amended and Restated Certificate of Incorporation (as may be further amended from time to time, this "**Certificate of Incorporation**") or the resolution or resolutions of the Board of Directors originally fixing the number of shares of such series.

SIXTH: The duration of the corporation is to be perpetual.

SEVENTH:

(1) The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors. The number of Directors of the corporation shall be determined from time to time in the manner described in the By-laws of the corporation (as may be amended from time to time, the "**By-laws**"). The Directors, other than those who may be elected by the holders of Preferred Stock pursuant to this Certificate of Incorporation, shall be elected by the holders of the then outstanding shares of capital stock of the corporation entitled to vote generally in the election of Directors (the "**Voting Stock**"), voting together as a single class. No Director need be a stockholder.

(2) Except as otherwise provided pursuant to this Certificate of Incorporation relating to the rights of certain holders of Preferred Stock to elect Directors under specified circumstances, newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining Directors then

in office, even if less than a quorum of the Board of Directors, or by a sole remaining Director. Any Director elected in accordance with the preceding sentence shall hold office until the annual meeting of stockholders at which the Director's full term of office expires, and until such Director's successor shall have been elected and qualified or until such Director's earlier death, resignation, disqualification or removal. No decrease in the number of Directors constituting the Board of Directors shall shorten the term of any incumbent Director.

EIGHTH:

(1) Except for those Directors, if any, elected by the holders of Preferred Stock pursuant to this Certificate of Incorporation, the Board of Directors shall be classified initially into three classes: Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of Directors constituting the entire Board of Directors and the allocation of Directors among the three classes shall be determined by the Board of Directors.

(2) Except for the terms of such additional Directors, if any, elected by the holders of Preferred Stock pursuant to this Certificate of Incorporation, the initial Class I Directors shall serve for a term expiring at the 2027 annual meeting of stockholders, at which meeting the Class I Directors shall be elected to a term expiring at the 2030 annual meeting of stockholders; the initial Class II Directors shall serve for a term expiring at the 2028 annual meeting of stockholders, at which meeting the Class II Directors shall be elected to a term expiring at the 2030 annual meeting of stockholders; and the initial Class III Directors shall serve for a term expiring at the 2029 annual meeting of stockholders. Commencing with the 2028 annual meeting until the Board of Directors is no longer classified, directors elected to succeed those directors whose terms then expire will be elected for a term of office to expire at the 2030 annual meeting. Each Director in each class shall hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation, disqualification or removal. If the number of Directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of Directors in each class to be as nearly equal as possible. From and including the 2030 annual meeting of stockholders, the Board of Directors shall no longer be classified, and each Director shall be elected to serve a term expiring at the next annual meeting of stockholders following the Director's election. Notwithstanding the expiration of the term of a Director, the Director shall continue to hold office until a successor shall be elected and qualified or until his or her earlier death, resignation, disqualification or removal.

(3) Subject to the rights of certain holders of Preferred Stock to elect Directors under circumstances specified in this Certificate of Incorporation, until the 2030 annual meeting of stockholders, Directors may be removed from office only for cause and only by the affirmative vote of the holders of at least 66 2/3% of the outstanding Voting Stock, voting together as a single class; and from and including the 2030 annual meeting of stockholders, Directors may be removed from office, with or without cause, only by the affirmative vote of the holders of a majority of the outstanding Voting Stock, voting together as a single class.

NINTH:

(1) The By-laws may contain provisions, not inconsistent with law or this Certificate of Incorporation, relating to the management of the business of the corporation, the regulation of its affairs, the transfer of its stock, the qualifications, compensation and powers and duties of its Directors and the time and place and the manner of calling the meetings of its stockholders and Directors.

(2) The Board of Directors may from time to time fix, determine and vary the amount of the working capital of the corporation, may determine what part, if any, (i) of its surplus or (ii) in case there shall be no such surplus, of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year shall be declared as dividends and paid to the stockholders, may determine the time or times for the declaration and payment of dividends, the amount thereof and whether they are to be in cash, property or shares of the capital stock of the corporation and may direct and determine the use and disposition of any surplus over and above the capital of the corporation.

(3) The Board of Directors may from time to time amend, supplement, alter, change or repeal or adopt any provision of the By-laws; provided, however, that the stockholders may amend, supplement, alter, change or repeal any By-law adopted by the Board of Directors. The affirmative vote of the holders of a majority of the Voting Stock shall be required for stockholders to amend, supplement, alter, change or repeal, or to adopt, any By-law; provided, that notwithstanding anything in this Certificate of Incorporation to the contrary (and in addition to any vote required by law), until the 2030 annual meeting of stockholders, the affirmative vote of the holders of at least 66 2/3% of the Voting Stock shall be required to amend, supplement, alter, change or repeal, or to adopt any By-law inconsistent with, Section 3 of Article II, Section 2(a) of Article III, Section 12 of Article III and Article XI of the By-laws.

(4) The Board of Directors shall, except as otherwise provided by law, this Certificate of Incorporation or the By-laws, exercise the powers of the corporation.

(5) Pursuant to the By-laws, an Executive Committee and/or one or more other committees may be appointed from among the Directors or otherwise, to which may be delegated any of or all the powers and duties of the Board of Directors, to the full extent permitted by law.

(6) Except as otherwise required by law and subject to the rights of the holders of the Preferred Stock pursuant to the provisions of this Certificate of Incorporation, special meetings of stockholders may be called only by (i) the Chief Executive Officer, (ii) the Board of Directors pursuant to a resolution approved by a majority of the then authorized number of Directors of the corporation (as determined in accordance with the By-laws), or (iii) from and including the 2030 annual meeting of stockholders, the Secretary upon the written request of holders Owning (as such term is defined in the By-laws) not less than 15% of the outstanding shares of the corporation's Common Stock as of the Ownership Record Date (as such term is defined in the By-laws), filed with the Secretary of the corporation and otherwise in accordance with the By-laws. Whether the requesting holders have complied with the requirements of this Article and the By-laws shall be determined in good faith by the Board, which determination shall be conclusive and binding on the corporation and the stockholders.

(7) No contract or other transaction of the corporation shall be void, voidable, fraudulent or otherwise invalidated, impaired or affected, in any respect, by reason of the fact that any one or more of the officers, Directors or stockholders of the corporation shall individually be party or parties thereto or otherwise interested therein, or shall be officers, directors or stockholders of any other corporation or corporations which shall be party or parties thereto or otherwise interested therein; provided that such contract or other transactions be duly authorized or ratified by the Board of Directors or Executive Committee, with the assenting vote of a majority of the disinterested Directors or Executive Committee members then present, or, if only one such member is present, with his or her assenting vote.

TENTH: No stockholder action may be taken except at an annual or special meeting of stockholders of the corporation, and stockholders may not take any action by written consent in lieu of a meeting.

ELEVENTH: Unless required by law or determined by the chair of such meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or his or her proxy if there be such proxy, and shall state the number of shares voted by such stockholder or proxy.

TWELFTH:

(1) *Elimination of Certain Liability of Directors and Officers*. A Director or officer of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director or officer, except for liability (i) for any breach of the Director's or officer's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) with respect to any Director, under Section 174 of the DGCL, (iv) for any transaction from which the Director or officer derived an improper personal benefit, or (v) with respect to any officer, in any action by or in the right of the corporation. If the DGCL is amended after approval by the stockholders of this Article Twelve to authorize corporate action further eliminating or limiting the personal liability of Directors or officers, then the liability of Directors or officers, as applicable, of the corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of this Article Twelve by the stockholders of the corporation shall not adversely affect any right or protection of a Director or officer of the corporation existing at the time of such repeal or modification.

(2) *Indemnification and Insurance*.

(A) *Right to Indemnification.* Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "**proceeding**"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter, an "**indemnitee**"), whether the basis of such proceeding is alleged action in an

official capacity as a Director, officer, employee or agent or in any other capacity while serving as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; *provided, however,* that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter, an "advancement of expenses"); *provided, however,* that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a Director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the corporation of an undertaking (hereinafter, an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter, a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise, and, *provided further*, that an advancement of expenses incurred by an employee other than a Director or officer in advance of the final disposition of a proceeding shall be made, unless otherwise determined by the Board of Directors, only upon delivery to the corporation of an undertaking by or on behalf of such employee to the same effect as any undertaking required to be delivered by a Director or officer.

(B) *Right of Indemnitee to Bring Suit.* If a claim under paragraph (A) of this Section is not paid in full by the corporation within sixty days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the DGCL. Neither the failure of the corporation (including its Board of Directors, independent legal

counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Section or otherwise shall be on the corporation.

(C) *Non-Exclusivity of Rights.* The rights to indemnification and to the advancement of expenses conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, By-law, agreement, vote of stockholders or disinterested Directors or otherwise.

(D) *Insurance.* The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(E) *Indemnification of Agents of the Corporation.* The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any agent of the corporation to the fullest extent of the provisions of this Section with respect to the indemnification and advancement of expenses of Directors, officers and employees of the corporation.

THIRTEENTH: The corporation reserves the right to amend, supplement, alter, change or repeal or adopt any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. The affirmative vote of the holders of a majority of the Voting Stock shall be required for stockholders to amend, supplement, alter, change or repeal, or to adopt, any provision of this Certificate of Incorporation; provided, that notwithstanding anything in this Certificate of Incorporation to the contrary (and in addition to any vote required by law), until the 2030 annual meeting of stockholders, the affirmative vote of the holders of at least 66 2/3% of the Voting Stock shall be required to amend, supplement, alter, change or repeal, or to adopt any provision of this Certificate of Incorporation inconsistent with, Article Seven, Article Eight, Section 3 of Article Nine, Section 6 of Article Nine and this Article Thirteen.

FOURTEENTH: If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provision in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each Article, Section, paragraph or subparagraph of this Certificate of Incorporation

containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby.

* * * * *

[Signature appears on next page]

IN WITNESS WHEREOF, the undersigned has duly executed this Second Amended and Restated Certificate of Incorporation as of June 26, 2026.

HONEYWELL AEROSPACE INC.

By: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Secretary

By-laws

of

Honeywell Aerospace Inc.

Amended as of
June 29, 2026

By-laws
of
Honeywell Aerospace Inc.

ARTICLE I

OFFICES

SECTION 1. ***Registered Office***. The registered office of Honeywell Aerospace Inc. (the "**Corporation**") within the State of Delaware shall be in the City of Wilmington, County of New Castle.

SECTION 2. ***Other Offices***. The Corporation may also have an office or offices and keep the books and records of the Corporation, except as may otherwise be required by law, in such other place or places, either within or outside of the State of Delaware, as the Board of Directors of the Corporation (the "**Board**") may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1. ***Place of Meetings***. All meetings of stockholders of the Corporation shall be held at the registered office of the Corporation in the State of Delaware or at such other place, within or outside of the State of Delaware, as may from time to time be fixed by the Board or specified or fixed in the respective notices or waivers of notice thereof. The Board may determine that the meeting of stockholders (i) shall not be held at any place and instead shall be held solely by means of remote communication, or (ii) shall be held by means of remote communication in addition to a physical location, in each case as permitted by applicable law.

SECTION 2. ***Annual Meetings***. The annual meeting of stockholders of the Corporation for the election of directors and for the transaction of any other proper business shall be held on such date and at such other time as may be fixed by the Board. If the annual meeting for the election of directors shall not be held on the day designated, the Board shall cause the meeting to be held as soon thereafter as convenient. The Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

SECTION 3. ***Special Meetings***. Special meetings of stockholders, unless otherwise provided by law, may be called at any time by the Board pursuant to a resolution adopted by a majority of the then authorized number of directors (as determined in accordance with Section 2 of Article III of these By-laws), or by the Chief Executive Officer or, from and after the 2030 annual meeting of stockholders, shall be called by the Secretary upon the written request (a "**Special Meeting Request**") of stockholders of record Owning (as defined below in this Section 3) not less than 15% of the outstanding shares of the Corporation's common stock (the "**Requisite Percent**") as of the Ownership Record Date (as defined below), filed with the Secretary of the Corporation in accordance with the requirements of this Section 3. The Board or

the Chief Executive Officer may postpone, reschedule or cancel any special meeting of stockholders previously called by it, him or her.

As used in this Section 3 of Article II and Section 4 of Article III of these By-laws, the terms "**Owns**," "**Owned**," and "**Owning**" and other variations of the word "**Own**" shall mean only those outstanding shares of Common Stock of the Corporation as to which a stockholder possesses both:

(i) the full voting and investment rights pertaining to the shares; and

(ii) the full economic interest in (including the opportunity for profit and risk of loss on) such shares;

provided that the number of shares calculated in accordance with clauses (i) and (ii) shall not include any shares:

(i) sold by such stockholder or any control person in any transaction that has not been settled or closed, including any short sale,

(ii) borrowed by such stockholder or any control person for any purposes or purchased by such stockholder or any control person pursuant to an agreement to resell, or

(iii) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such stockholder or any of its control persons, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of the Corporation, in any such case which instrument or agreement has, or is intended to have, or if exercised would have, the purpose or effect of:

(A) reducing in any manner, to any extent or at any time in the future, such stockholder's or any of its control persons' full right to vote or direct the voting of any such shares, and/or

(B) hedging, offsetting, or altering to any degree gain or loss arising from the full economic interest in such shares by such stockholder or control person.

A stockholder "Owns" shares held in the name of a nominee or other intermediary so long as the stockholder retains the right to instruct how the shares are voted with respect to the election of directors and possesses the full economic interest in the shares. A stockholder's Ownership of shares shall be deemed to continue during any period in which the stockholder has delegated any voting power by means of a proxy, power of attorney, or other instrument or

arrangement that is revocable at any time by the stockholder. A stockholder's Ownership of shares shall be deemed to continue during any period in which the stockholder has loaned such shares provided that the stockholder has the power to recall such loaned shares on five business days' notice and has recalled such loaned shares as of the applicable request or notice, as the case may be, and through the date of the special meeting or the annual meeting, as the case may be. Whether outstanding shares of the Corporation are "Owned" for these purposes shall be determined by the Board.

No stockholder may submit a Special Meeting Request unless a stockholder of record (whether acting for him, her or itself, or at the direction of a beneficial owner) has first submitted to the Secretary of the Corporation a written request that the Board fix a record date to determine the stockholders of record who are entitled to deliver a Special Meeting Request (such record date, the "**Ownership Record Date**"). A written request to fix an Ownership Record Date must include (1) the signature of the stockholder(s) of record submitting such request and the date such request was signed, together with the identity of the beneficial owner, if any, directing such stockholder of record to submit such request, and (2) the text of each proposal desired to be submitted for stockholder approval at the special meeting, if any. Within ten (10) days of the Secretary's receipt of a valid request to fix the Ownership Record Date in compliance with this Section 3, the Board shall pass a resolution fixing the Ownership Record Date, which Ownership Record Date shall not be more than ten (10) days after the date of such resolution and shall not precede the date such resolution is adopted. If an Ownership Record Date is not fixed by the Board within the required period set forth above, the Ownership Record Date shall be the tenth (10th) day after a valid written request to fix an Ownership Record Date is received by the Secretary. To be valid, any Special Meeting Request must be delivered to the Secretary no earlier than the applicable Ownership Record Date and no later than sixty (60) days after the applicable Ownership Record Date.

A Special Meeting Request must specify the matter or matters to be acted upon at such meeting, each of which must be a proper subject for stockholder action under applicable law. The requesting stockholders must also provide a brief description of the business desired to be brought before the meeting (including the complete text of any resolution and any amendment to any Corporation document intended to be presented at the meeting), the reasons for conducting such business at a special meeting of stockholders, any other information which may be required pursuant to these By-laws or which may be required to be disclosed under the Delaware General Corporation Law (the "**DGCL**") or included in a proxy statement filed pursuant to the rules of the U.S. Securities and Exchange Commission, and, as to the stockholders requesting the meeting and the beneficial owners on whose behalf the meeting is being requested, (i) their name and address, as they appear on the Corporation's books, (ii) the class and number of shares of the Corporation which are Owned beneficially or of record as of the date of such Special Meeting Request, together with documentary evidence of such Ownership, (iii) any material interest in the business to be brought before the meeting, (iv) a description of all agreements or other arrangements or understandings between each such stockholder, any nominee (if such business is the election of one or more nominees of such stockholders) and/or beneficial owner or any of their respective affiliates or associates, and any other person or persons (including the names of such person(s)) in connection with such business, including any swap or other derivative or short

positions, profits interests, options, hedging transactions or borrowed or loaned shares, the effect of any of which is to mitigate loss to or manage risk of stock price changes (increases or decreases) for, or to increase or decrease the voting power of, such stockholder, nominee or beneficial owner or any of their respective affiliates or associates with respect to the shares of the Corporation, (v) an undertaking by the stockholder to notify the Corporation in writing of any change in the information called for by clauses (ii), (iii) and (iv) as of the record date for such special meeting, (vi) any other information required to be disclosed pursuant to Article III, Section 3 of these By-laws, by notice received by the Secretary at the principal executive offices of the Corporation not later than the 10th day following such record date, and thereafter by notice so given and received within two business days of any change in such information and, in any event, as of the close of business on the day preceding the meeting date, and (vii) an acknowledgement that any reduction in Ownership below the Requisite Percent or any failure to comply with the provisions of this Section 3 following the delivery of the Special Meeting Request to the Secretary shall constitute an irrevocable revocation of such Special Meeting Request. A stockholder of record may also revoke a Special Meeting Request at any time before the special meeting by sending written notice of revocation to the Secretary of the Corporation.

Following receipt of a valid Special Meeting Request in accordance with these By-laws, the Secretary of the Corporation shall fix the date and time of the special meeting of stockholders. Notwithstanding the foregoing, a special meeting requested by stockholders shall not be held if (i) the Special Meeting Request relates to an item of business that is not a proper subject for stockholder action under applicable law or the Special Meeting Request was made in a manner that involved a violation of Regulation 14A under the Exchange Act (as defined below) or other applicable law, (ii) the Special Meeting Request is delivered during the period commencing 90 days prior to the first anniversary of the date of the notice of annual meeting for the immediately preceding annual meeting and ending on the date of the next annual meeting, (iii) an identical or substantially similar item (as determined in good faith by the Board, a "**Similar Item**"), other than the election of directors, was presented at a meeting of the stockholders held not more than 12 months before the Special Meeting Request is delivered, (iv) a Similar Item was presented at a meeting of the stockholders held not more than 90 days before the Special Meeting Request is delivered (and, for purposes of this clause (iv), the election of directors shall be deemed a "Similar Item" with respect to all items of business involving the election or removal of directors) or (v) a Similar Item is included in the Corporation's notice as an item of business to be brought before a stockholder meeting that has been called by the time the Special Meeting Request is delivered but not yet held. Only matters as are stated in the notice of a special meeting of stockholders shall be brought before and acted upon thereat; provided that nothing herein shall prohibit the Board from submitting matters to the stockholders at any special meeting called by the stockholders.

SECTION 4. ***Notice of Meetings***. Notice of each meeting of stockholders, annual or special, shall be in writing, shall state the place, if any, or the means of remote communication, if any, the date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at the meeting. If mailed, notice is given

when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the records of the Corporation. When a meeting is adjourned to another time or place (including an adjournment taken to address a failure to convene or continue a meeting using remote communication), notice of the adjourned meeting need not be given if the time of, place, if any, of, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are (i) announced at the meeting at which the adjournment is taken, (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxy holders to participate in the meeting by means of remote communication or (iii) set forth in the notice of meeting.

SECTION 5. ***Quorum***. At each meeting of stockholders of the Corporation, the holders of a majority of the shares of capital stock of the Corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business, except as otherwise provided by law. In the absence of a quorum, the chair of the meeting or a majority in interest of those present in person or represented by proxy and entitled to vote at the meeting may adjourn the meeting from time to time until a quorum shall be present. A quorum, once established, shall not be broken, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 6. ***Order and Conduct of Business***. The Chair of the Board shall act as chair of meetings of stockholders of the Corporation. The Board may designate any director or officer of the Corporation to act as chair of any meeting in the absence of the Chair of the Board, and only the Board may further provide for determining who shall act as chair of any meeting of stockholders in the absence of the Chair of the Board and any such designee. The Board may adopt such rules, regulations and procedures for the conduct of any meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board, the chair of any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chair, are necessary, appropriate or convenient for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include, but are not limited to, the following: (a) establishing an agenda or order of business for the meeting, (b) establishing rules and procedures for maintaining order at the meeting and the safety of those present, (c) establishing limitations on participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies and such other persons as the chair shall permit, (d) establishing restrictions on entry to the meeting after the time fixed for the commencement thereof, (e) establishing limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting and matters which are to be voted on by ballot, (f) restricting the use of cell phones, audio or video recording devices and similar devices at the meeting, and (g) concluding, recessing or adjourning the meeting, regardless of whether a quorum is present, to a later date and time and at a place, if any, announced at the meeting. Unless and to the extent determined by the Board or the chair of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 7. ***Voting***. Except as otherwise provided in the Amended and Restated Certificate of Incorporation (as may be amended from time to time, the "**Certificate of Incorporation**"), at each meeting of stockholders, every stockholder of the Corporation shall be entitled to one vote for every share of capital stock standing in his or her name on the stock record of the Corporation (i) at the time fixed pursuant to Section 6 of Article VII of these By-laws as the record date for the determination of stockholders entitled to vote at such meeting, or (ii) if no such record date shall have been fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given. At each meeting of stockholders, except as otherwise provided by law or in the Certificate of Incorporation or these By-laws, in all matters the affirmative vote of the majority of shares present in person or represented by proxy and entitled to vote on the subject matter shall be the act of the stockholders.

SECTION 8. ***Inspectors***. In advance of any meeting of stockholders, the Board shall appoint one or more inspectors to act at the meeting and make a written report thereof and may designate one or more alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the chair of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector shall take and sign such oath and perform such duties as shall be required by law and may perform such other duties not inconsistent therewith as may be requested by the Corporation.

ARTICLE III

DIRECTORS

SECTION 1. ***Powers***. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by law or otherwise directed or required to be exercised or done by the stockholders.

SECTION 2. ***Number, Election and Terms***.

(a) Authorized Number; Filling of Vacancies. The authorized number of directors shall be determined from time to time only by vote of a majority of the then authorized number of directors. The directors, other than those who may be elected by the holders of the Preferred Stock of the Corporation pursuant to the Certificate of Incorporation, shall hold office for the applicable term set forth in the Certificate of Incorporation. Notwithstanding the expiration of the term of a director, the director shall continue to hold office until a successor shall be elected and qualified or until his or her earlier death, resignation, disqualification or removal. Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum of the Board, or by a sole remaining director. Any director elected in accordance with the preceding sentence shall hold office until the annual meeting of stockholders at which the director's full term of office expires, and until such director's successor shall have been elected and qualified or until such director's earlier death, resignation,

disqualification or removal. No decrease in the number of directors constituting the Board shall shorten the term of any incumbent director.

(b) Majority Voting.

(i) Except as provided in paragraph (c) of this Section 2, a nominee for director will be elected to the Board if the number of votes cast "for" that nominee's election exceed the number of votes cast "against" that nominee's election (excluding abstentions) at any meeting for the election of directors at which a quorum is present (a "**Majority Vote**").

(ii) Any nominee who does not receive a Majority Vote is expected to promptly tender his or her resignation to the Chair of the Board following certification of the stockholder vote. The Nominating and Governance Committee will promptly consider the resignation submitted by each nominee failing to receive a Majority Vote and recommend to the Board whether to accept the tendered resignation or reject it. The Board will consider the Nominating and Governance Committee's recommendation and decide whether to accept or reject any tendered resignations no later than at its first regularly scheduled meeting following certification of the stockholder vote.

Following the Board's decision on the Nominating and Governance Committee's recommendation, the Company will promptly publicly disclose the Board's decision and process (including, if applicable, the reasons for rejecting the tendered resignation) in a periodic or current report filed with the U.S. Securities and Exchange Commission.

To the extent that one or more directors' resignations are accepted by the Board, the Nominating and Governance Committee will recommend to the Board whether to fill such vacancy or vacancies or to reduce the size of the Board.

Any director who tenders his or her resignation pursuant to this provision will not participate in the Nominating and Governance Committee recommendation or Board consideration regarding whether or not to accept the tendered resignation. If a majority of the members of the Nominating and Governance Committee failed to receive a Majority Vote at the same election, then the independent directors who were elected will appoint a Board committee amongst themselves solely for the purpose of considering the tendered resignations and will recommend to the Board whether to accept or reject them. This Board committee may, but need not, consist of all of the independent directors who were elected.

(c) Contested Elections. If the Secretary determines that a director election is contested (meaning that the number of total nominees for director, whether nominated by the Board and/or stockholders, exceeds the number of directors to be elected), directors shall be elected by a plurality of the votes cast in person or by proxy at any meeting of stockholders for the election of directors at which a quorum is present; provided, that, nominations by stockholders (i) have been made in compliance with Sections 3 and/or 4, as applicable, of this Article III and (ii) have not been withdrawn (such that the number of nominees no longer

exceeds the number of directors to be elected) on or prior to the day immediately preceding the date the Corporation first mails its notice of meeting for such meeting to the stockholders. If directors are to be elected by a plurality of the votes cast, stockholders shall not be permitted to vote "against" any nominee.

SECTION 3. ***Advance Notice of Stockholder Business and Nominations***.

(a) Annual Meeting of Stockholders.

(i) Nominations of persons for election to the Board of Directors and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders as follows:

(A) pursuant to the Corporation's notice of meeting;

(B) by or at the direction of the Board of Directors; or

(C) by any stockholder of the Corporation who was a stockholder of record at and from the time of giving notice provided for in this Section 3 through the date of the meeting, who is entitled to vote at the meeting, who complied with the notice procedures set forth in this Section 3 and, in connection with nominations of persons for election to the Board of Directors, who complied with the requirements of Rule 14a-19 under the Exchange Act (as defined below).

(ii) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (C) of paragraph (a)(i) of this Section 3 (whether or not such nominations or other business are proposed pursuant to Regulation 14A under the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**")), the stockholder or the Stockholder Associated Person must have given timely notice thereof in writing to the Secretary of the Corporation (the "**Stockholder Notice**"), and such other business must be a proper matter for stockholder action. To be timely, a Stockholder's Notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the 120th day prior to the first anniversary of the preceding year's annual meeting (which, in the case of the first annual meeting of stockholders following the separation of the Corporation from Honeywell, the date of the preceding year's annual meeting shall be deemed to be May 22, 2026); provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date (other than as a result of adjournment), the Stockholder Notice to be timely must be so delivered not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made. In no event shall the public announcement of an adjournment, recess, rescheduling or

postponement of an annual meeting commence a new time period for the giving of a Stockholder Notice as described above. Such Stockholder Notice shall set forth:

(A) as to each person whom the stockholder proposes to nominate for election or reelection as a director:

(1) the name, age and residential address of such person,

(2) the principal occupation or employment of such person (present and for the past five years),

(3) the completed and signed questionnaire, representation and agreement required by Article III, Section 4 of these By-laws,

(4) a descriptions of any business or personal interest that would reasonably be expected to place such person in a potential conflict of interest with the Corporation or any of its subsidiaries, and

(5) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act and Rule 14a-11 thereunder (including such person's written consent to be named as a nominee in any proxy statement relating to the meeting of stockholders and to serve as a director if elected);

(B) as to any other business that the stockholder proposes to bring before the meeting:

(1) a brief description of the business desired to be brought before the meeting,

(2) the reasons for conducting such business at the meeting, and

(3) the text of any proposal or resolutions to be proposed for consideration by stockholders and, if such business includes a proposal to amend the Certificate of Incorporation or these By-laws, the text of the proposed amendment;

(C) as to the stockholder giving the notice:

(1) the name and address of such stockholder, as they appear on the Corporation's books, and the name and address of (a) each beneficial owner, if any, on whose behalf the nomination is made or business is brought, as applicable, (b) any associate or affiliate of such stockholder or such beneficial owner, if any, (c) any other persons or entities who are a member of a group (as such term is used in Rule 13d-5 under the Exchange Act) with such

stockholder or such beneficial owner, if any, with respect to acquiring, holding or voting any securities of the Corporation, and (d) any participant (as defined in Instruction 3 to Item 4 of Schedule 14A) with such stockholder or such beneficial owner, if any, with respect to any proposed business or nomination (the persons described in the foregoing clauses (a) through (d), collectively, the "**Stockholder Associated Persons**" and each individually, a "**Stockholder Associated Person**"),

(2) the class and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by such stockholder and any Stockholder Associated Person as of the date of the Stockholder Notice,

(3) any material interest of such stockholder or any Stockholder Associated Person in such nomination or proposal,

(4) a description of all agreements or other arrangements or understandings of such stockholder, the nominee(s) and/or any Stockholder Associated Person (including any swap or other derivative or short positions, profits interests, options, hedging transactions, warrants, convertible securities, synthetic arrangements, or borrowed or loaned shares, or other arrangements) the effect of any of which is to mitigate loss to or manage risk of stock price changes (increases or decreases) for, or to increase or decrease the voting power of, such stockholder, the nominee(s) or any Stockholder Associated Person with respect to shares of the Corporation,

(5) a description of any material direct or indirect interest in a contract or agreement of such stockholder, the nominee(s) and/or any Stockholder Associated Person with the Corporation, any affiliate of the Corporation and/or any principal competitor of the Corporation (including any competitor identified in Part I, Item 1 of the annual report on Form 10-K or amendment thereto most recently filed by the Corporation with the U.S. Securities and Exchange Commission or in Item 8.01 of any current report on Form 8-K filed by the Corporation with the U.S. Securities and Exchange Commission thereafter but prior to the tenth day before the deadline for a stockholder's notice) (each a "**Principal Competitor**"),

(6) a certification that each such stockholder and each Stockholder Associated Person, if any, has complied with all applicable federal, state and other legal requirements in connection with its acquisition of shares or other securities of the Corporation,

(7) a description of any material pending or threatened legal proceeding in which such stockholder, the nominee(s) and/or any Stockholder Associated Person is a party or material participant involving the Corporation or any of its officers or directors, or any affiliate of the Corporation,

(8) a description of any arrangements, agreements or understandings, including any that may be related to compensation or any other material relationships, between the stockholder, any Stockholder Associated Person, the nominee(s) and/or any affiliate or associate of the nominee(s), and any other person or persons, in connection with such nomination or proposal, during the previous three years, including the names of such persons, and including without limitation any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Exchange Act Schedule 13D (regardless of whether the requirement to file a Schedule 13D is applicable to such person),

(9) a representation that such stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person(s) named in its Stockholder Notice and/or bring before the meeting the proposal described in its Stockholder Notice,

(10) any other information relating to such stockholder or any Stockholder Associated Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such stockholder or Stockholder Associated Person in support of the nomination and/or the business proposed to be brought before the meeting,

(11) an undertaking by such stockholder or such Stockholder Associated Person delivering the Stockholder Notice to notify the Corporation in writing of any change in the information called for by clauses (1) through (10) as of the record date for such annual meeting, by notice received by the Secretary at the principal executive offices of the Corporation not later than the 10th day following such record date, and thereafter by notice so given and received within two business days of any change in such information and, in any event, as of the close of business on the day preceding the meeting date; and

(D) in the case of a nomination, the written agreement, representation and warranty of the stockholder or Stockholder Associated Person delivering the Stockholder Notice addressed to the Corporation that the stockholder and any applicable Stockholder Associated Person has complied with the requirements of Rule 14a-19 under the Exchange Act, including but not limited to the intent to deliver a proxy statement and/or form of proxy to holders of at least 67% of the voting power of the Corporation's outstanding common stock entitled to vote in the election of directors.

(iii) The stockholder or Stockholder Associated Person delivering the Stockholder Notice must further update and supplement the Stockholder Notice to provide evidence and a certification that the stockholder or Stockholder Associated Person has solicited proxies from holders of at least 67% of the voting power of the Corporation's outstanding common stock entitled to

vote in the election of directors and has otherwise complied with the requirements of Rule 14a-19(a)(3) under the Exchange Act. Such update and supplement shall be received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than five business days prior to the relevant meeting of stockholders.

(iv) The Corporation may also, as a condition to any Stockholder Notice being deemed properly brought before a meeting, require any stockholder giving the notice and the beneficial owner, if any, on whose behalf the notice is given, or any proposed nominee, to deliver to the Secretary, within five (5) business days of any such request, such other information as may reasonably be required by the Corporation or its Board of Directors, in its sole discretion, to determine (a) the eligibility, suitability or qualifications of a proposed nominee to serve as a director of the Corporation, (b) whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate governance guideline or committee charter of the Corporation or (c) such other information that the Board of Directors determines, in its sole discretion, could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(v) The nominee(s) must make themselves available and provide such information as is required under Section 4(h) of Article III of the By-laws.

(vi) Notwithstanding anything in this Section 3 to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least 100 days prior to the first anniversary of the preceding year's annual meeting, a Stockholder Notice required by this Section 3 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the Corporation who is a stockholder of record at and from the time of giving of notice provided for in this Section 3 through the date of the meeting, who shall be entitled to vote at the meeting, who complies with the notice procedures set forth in this

Section 3 (including the procedures set forth in Section 3(a) (as though the special meeting were an annual meeting) and Section 3(c)) and who complies with the requirements of Rule 14a-19 under the Exchange Act. To be timely, such notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or, if the first public announcement of the date of such special meeting is less than one hundred (100) days prior to the date of such special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting. In no event shall the public announcement of an adjournment of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

(c) General.

(i) Only such persons who are nominated in accordance with the procedures set forth in this Section 3 shall be eligible to serve as directors (these procedures being the exclusive means for a stockholder to nominate any person for election to the Board at a meeting of stockholders), and only such other business, as shall have been brought before the meeting in accordance with the procedures set forth in this Section 3 or that are otherwise properly brought under Rule 14a-8 under the Exchange Act shall be conducted at a meeting of stockholders. Notwithstanding the foregoing provisions of this Section 3, if the stockholder giving the notice (or a qualified representative thereof) does not appear at the meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination or proposed business shall be disregarded, notwithstanding that votes or proxies in respect of such nomination or proposed business may have been received by the Corporation.

(ii) Except as otherwise provided by law, if a nomination or any business proposed to be brought before the meeting was not made or proposed, as the case may be, in accordance with the procedures set forth in this Section 3 or if any of the information provided to the Company pursuant to this Section 3 was inaccurate, the Board of Directors or the chair of the meeting shall have the power to declare that such nomination or proposed business shall be disregarded. Notwithstanding anything to the contrary in these By-laws, except as otherwise provided by law, if any stockholder (x) provides notice pursuant to Rule 14a-19 and (y) subsequently fails to comply with the requirements of Rule 14a-19 of the Exchange Act (including because the stockholder fails to provide the Corporation with all information or notices required by Rule 14a-19), then the director nominees proposed by such stockholder shall be ineligible for election at the applicable meeting and any votes or proxies in respect of such nomination shall be disregarded, notwithstanding that such votes or proxies may have been received by the Corporation.

(iii) For purposes of these By-laws:

(A) "affiliate" and "associate" shall have the meanings assigned to such terms in Rule 405 under the Exchange Act,

(B) "beneficial owner" shall have the meaning ascribed to such term under Section 13(d) of the Exchange Act, except that a person will also be deemed to be the beneficial owner of securities or other interests which such person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to the exercise of any securities or under any agreement, arrangement or understanding (whether or not in writing), regardless of when such right may be exercised and regardless of whether or not they are conditional, and "owned beneficially" shall have the correlative meaning,

(C) "close of business" shall mean 5:00 p.m. local time at the principal executive offices of the Corporation, and if an applicable deadline falls on the close of business on a day that is not a business day, then the applicable deadline shall be deemed to be the close of business on the immediately preceding business day, and

(D) "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the U.S. Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(iv) Notwithstanding the foregoing provisions of this Section 3, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 3 and Section 4; provided, however, that any references in these By-laws to the Exchange Act or the rules thereunder are not intended to and shall not limit the requirements applicable to nominations of persons for election to the Board made or intended to be made in accordance with clause (C) of paragraph (a)(i) of this Section 3 or Section 4(f). Nothing in this Section 3 or Section 4 shall be deemed to affect any rights of the holders of any series of Preferred Stock to elect directors under specified circumstances.

SECTION 4. ***Proxy Access for Director Nominations***.

(a) The Corporation shall include in its proxy statement and on its form of proxy for an annual meeting of stockholders the name of, and the Required Information (as defined below) relating to, any nominee for election or reelection to the Board who satisfies the eligibility requirements in this Section 4(a) (a "**Stockholder Nominee**") and who is identified in a notice that complies with Section 4(f) and that is timely delivered pursuant to Section 4(g)

(the "**Stockholder Proxy Access Notice**") by one or more stockholders acting on behalf of up to twenty stockholders who:

(i) elect at the time of delivering the Stockholder Proxy Access Notice to have such Stockholder Nominee included in the Corporation's proxy materials,

(ii) as of the date of the Stockholder Proxy Access Notice, Own and have Owned (as defined above in Section 3 of Article II) continuously (as adjusted for any stock splits, stock dividends, or similar events) for at least three years (the "**Minimum Holding Period**") shares of the Corporation entitled to vote in the election of directors that represent at least 3% of the outstanding shares of the Corporation entitled to vote in the election of directors (or, for any portion of the Minimum Holding Period prior to June 29, 2026, shares of common stock of Honeywell International Inc. ("**Honeywell**") that, if held on the record date for the distribution of shares of the Corporation to holders of shares of Honeywell pursuant to that certain Separation and Distribution Agreement, effective as of June 29, 2026, by and between the Corporation and Honeywell (the "**Separation Agreement**"), would have entitled such Eligible Stockholder (as defined below) to receive such number of shares of common stock of the Corporation pursuant to the terms of the Separation Agreement that represents at least 3% of the outstanding shares of the Corporation entitled to vote in the election of directors) (the "**Required Shares**"), and

(iii) satisfy the additional requirements in these By-laws (such stockholder or stockholders collectively, an "**Eligible Stockholder**").

(b) For purposes of satisfying the Ownership requirement under Section 4(a):

(i) the outstanding shares of the Corporation Owned by one or more stockholders may be aggregated, provided that the number of stockholders and other beneficial owners whose Ownership of shares is aggregated for such purpose shall not exceed twenty, and

(ii) two or more funds that are (A) under common management and investment control, (B) under common management and funded primarily by the same employer, or (C) a "group of investment companies," as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, as amended, shall, in each case, be treated as one stockholder.

(c) No stockholder may be a member of more than one group of stockholders constituting an Eligible Stockholder under this Section 4.

(d) For purposes of this Section 4, the "Required Information" that the Corporation will include in its proxy statement is:

(i) the information concerning the Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the Corporation's proxy statement by the applicable requirements of the Exchange Act and the rules and regulations thereunder; and

(ii) if the Eligible Stockholder so elects, a written statement of the Eligible Stockholder, not to exceed 500 words, in support of its Stockholder Nominee, which must be provided at the same time as the Stockholder Proxy Access Notice for inclusion in the Corporation's proxy statement for the annual meeting (the "**Statement**").

Notwithstanding anything to the contrary contained in this Section 4, the Corporation may omit from its proxy materials any information or Statement that it, in good faith, believes would violate any applicable law, rule, regulation or listing standard. Nothing in this Section 4 shall limit the Corporation's ability to solicit against and include in its proxy materials its own statements relating to any Eligible Stockholder or Stockholder Nominee.

(e) The Stockholder Proxy Access Notice shall set forth the information required under Section 3(a)(ii)(a) and (c) of these By-laws and in addition shall set forth:

(i) the written consent of each Stockholder Nominee to being named in the Corporation's proxy statement as a nominee and to serving as a director if elected;

(ii) a copy of the Schedule 14N that has been or concurrently is filed with the U.S. Securities and Exchange Commission under Exchange Act Rule 14a-18;

(iii) the written agreement of the Eligible Stockholder (or in the case of a group, each stockholder whose shares are aggregated for purposes of constituting an Eligible Stockholder) addressed to the Corporation, setting forth the following additional agreements, representations, and warranties:

(A) setting forth and certifying to the number of shares of the Corporation it Owns and has Owned as defined above in Section 3 of Article II continuously for the Minimum Holding Period as of the date of the Stockholder Proxy Access Notice and agreeing to continue to Own such shares through the date of the annual meeting, which statement shall also be included in the written statements set forth in Item 4 of the Schedule 14N filed by the Eligible Stockholder with the U.S. Securities and Exchange Commission;

(B) the Eligible Stockholder's agreement to provide (1) the information required under Section 3(a)(ii)(c) and (2) written statements from the record holder and intermediaries as required under Section 4(g) verifying the Eligible Stockholder's continuous Ownership of the Required Shares through and as of the business day immediately preceding the date of the annual meeting;

(C) the Eligible Stockholder's representation and agreement that the Eligible Stockholder (including each member of any group of stockholders that together is an Eligible Stockholder under this Section 4):

(1) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Corporation, and does not presently have such intent,

(2) has not nominated and will not nominate for election to the Board at the annual meeting any person other than the Stockholder Nominee(s) being nominated pursuant to this Section 4,

(3) has not engaged and will not engage in a, and has not been and will not be a "participant" (as defined in Item 4 of the Exchange Act Schedule 14A) in another person's, "solicitation" within the meaning of Exchange Act Rule 14a-1(l), in support of the election of any individual as a director at the annual meeting other than its Stockholder Nominee or a nominee of the Board, and

(4) will not distribute to any stockholder any form of proxy for the annual meeting other than the form distributed by the Corporation; and

(D) the Eligible Stockholder's agreement to:

(1) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Stockholder's communications with the stockholders of the Corporation or out of the information that the Eligible Stockholder provided to the Corporation,

(2) indemnify and hold harmless the Corporation and each of its directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any nomination submitted by the Eligible Stockholder pursuant to this Section 4, provided,

however that, upon the election to the Board of its Stockholder Nominee, the indemnification by the Eligible Stockholder under this Section 4(e)(iii)(D) shall no longer apply,

(3) comply with all other laws, rules, regulations and listing standards applicable to any solicitation in connection with the annual meeting,

(4) file all materials described below in Section 4(g)(iii) with the U.S. Securities and Exchange Commission, regardless of whether any such filing is required under Exchange Act Regulation 14A, or whether any exemption from filing is available for such materials under Exchange Act Regulation 14A,

(5) provide to the Corporation prior to the annual meeting such additional information as necessary or reasonably requested by the Corporation, and

(6) promptly disclose to the Corporation if the Eligible Stockholder does not intend to continue to Own the Required Shares for at least one year following the annual meeting; and

(iv) in the case of a nomination by a group of stockholders that together is an Eligible Stockholder, the designation by all group members of one group member that is authorized to act on behalf of all such members with respect to the nomination and matters related thereto, including any withdrawal of the nomination.

(f) To be timely under this Section 4, the Stockholder Proxy Access Notice must be received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the 120th day nor earlier than the 150th day prior to the first anniversary of the date the definitive proxy statement was first released to stockholders in connection with the preceding year's annual meeting of stockholders; provided, however that in the event the date of the current year meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the 120th day and not later than the close of business on the later of the 90th day prior to the current year meeting or the 10th day following the day on which public announcement of the date of the current year meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting, or the announcement thereof, commence a new time period (or extend any time period) for the giving of the Stockholder Proxy Access Notice as described above.

(g) An Eligible Stockholder (or in the case of a group, each stockholder whose shares are aggregated for purposes of constituting an Eligible Stockholder) must:

(i) within five business days after the date of the Stockholder Proxy Access Notice, provide one or more written statements from the record holder(s) of the Required Shares and from each intermediary through which the Required Shares are or have been held, in each case during the Minimum Holding Period, verifying that the Eligible Stockholder Owns, and has Owned continuously for the Minimum Holding Period, the Required Shares,

(ii) include in the written statements provided pursuant to Item 4 of Schedule 14N filed with the U.S. Securities and Exchange Commission a statement certifying that it Owns and continuously has Owned, as defined in Section 4(c), the Required Shares for the Minimum Holding Period,

(iii) file with the U.S. Securities and Exchange Commission any solicitation or other communication relating to the current year annual meeting of stockholders, one or more of the Corporation's directors or director nominees or any Stockholder Nominee, regardless of whether any such filing is required under Exchange Act Regulation 14A or whether any exemption from filing is available for such solicitation or other communication under Exchange Act Regulation 14A,

(iv) as to any group of funds whose shares are aggregated for purposes of constituting an Eligible Stockholder, within five business days after the date of the Stockholder Proxy Access Notice, provide documentation reasonably satisfactory to the Corporation that demonstrates that the funds satisfy Section 4(b)(ii), and

(v) in the case of a nomination where the Eligible Stockholder intends to solicit proxies, further update and supplement the Stockholder Proxy Access Notice to provide evidence and a certification that the stockholder has solicited proxies from holders of at least 67% of the voting power of the Corporation's outstanding common stock entitled to vote in the election of directors in accordance with the requirements of Rule 14a-19(a)(3) under the Exchange Act. Such update and supplement shall be received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than five business days prior to the relevant meeting of stockholders.

(h) Within the time period specified in Section 4(f) for delivery of the Stockholder Proxy Access Notice, a Stockholder Nominee must deliver to the Secretary of the Corporation the questionnaire, representation and agreement set forth in Section 5 below. At the request of the Corporation, the Stockholder Nominee must promptly, but in any event within five business days of such request, submit any additional completed and signed questionnaires required of the Corporation's directors and provide to the Corporation such other information as it may reasonably request. The Corporation may request such additional information as necessary

to permit the Board to determine if each Stockholder Nominee is independent under the listing standards of the principal U.S. exchange upon which the shares of the Corporation are listed, any applicable rules of the U.S. Securities and Exchange Commission and any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's directors. At the request of the Corporation, the Stockholder Nominee must make himself or herself available for interviews with the Board or any committee thereof within no less than ten (10) days following such request.

(i) Notwithstanding anything to the contrary contained in this Section 4, the Corporation may omit from its proxy statement any Stockholder Nominee, and such nomination shall be disregarded and no vote on such Stockholder Nominee will occur, notwithstanding that proxies in respect of such vote may have been received by the Corporation, if:

(i) the Secretary of the Corporation receives notice that a stockholder intends to nominate a person for election to the Board and such stockholder did not elect to have its nominee(s) included in the Corporation's proxy materials pursuant to this Section 4,

(ii) the Eligible Stockholder or Stockholder Nominee breaches any of its respective agreements, representations, or warranties set forth in the Stockholder Proxy Access Notice, or if any of the information in the Stockholder Proxy Access Notice (or otherwise submitted pursuant to this Section 4) was not, when provided, true, correct and complete or the requirements of this Section 4 have otherwise not been met, or if the information required under this Section 4 of Article III of these By-laws is not delivered within the time frames specified herein,

(iii) the Stockholder Nominee (A) is not independent under the listing standards of the principal U.S. exchange upon which the shares of the Corporation are listed, any applicable rules of the U.S. Securities and Exchange Commission, and any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's directors, (B) does not qualify as independent under the audit committee independence requirements set forth in the rules of the principal U.S. exchange on which shares of the Corporation are listed, as a "non-employee director" under Exchange Act Rule 16b-3, or as an "outside director" for the purposes of Section 162(m) of the Internal Revenue Code (or any successor provision), (C) is or has been, within the past three years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended, or a Principal Competitor, (D) is an officer, director or general partner of any legal entity where a fellow officer, director or general partner of such legal entity is an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended, or a Principal Competitor, (E) is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been

convicted in a criminal proceeding within the past ten years, or (F) is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"),

(iv) neither the Eligible Stockholder providing the Stockholder Proxy Access Notice nor a person appearing by proxy on such stockholder's behalf appears at the meeting of stockholders to present the nomination or such business,

(v) the Eligible Stockholder fails to comply with the requirements set forth in Rule 14a-19 under the Exchange Act, or

(vi) the election of the Stockholder Nominee to the Board would cause the Corporation to be in violation of the Certificate of Incorporation, these By-laws, or any applicable state or federal law, rule, regulation or listing standard.

(j) The maximum number of Stockholder Nominees appearing in the Corporation's proxy materials with respect to an annual meeting of stockholders (including any Stockholder Nominee whose name was submitted for inclusion in the Corporation's proxy materials for such annual meeting but who is nominated by the Board as a Board nominee for such annual meeting), together with

(i) any nominees who were previously elected to the Board as (A) Stockholder Nominees pursuant to this Section 4 (including any Stockholder Nominee whose name was submitted for inclusion in the Corporation's proxy materials for such prior annual meeting but who was nominated by the Board as a Board nominee for such prior annual meeting) or (B) otherwise as a nominee of any stockholder, in either case at any of the preceding two annual meetings and who are re-nominated for election at such annual meeting by the Board, and

(ii) any Stockholder Nominee who was qualified for inclusion in the Corporation's proxy materials for such annual meeting but whose nomination is subsequently withdrawn,

shall not exceed the greater of (x) two or (y) 20% of the number of directors in office as of the last day on which a Stockholder Proxy Access Notice may be delivered pursuant to this Section 4 with respect to such annual meeting, or if such amount is not a whole number, the closest whole number below 20%; provided that if there is a vacancy on the Board and the number of directors is decreased prior to such annual meeting, then the 20% of the number of directors shall be calculated based on the number of directors in office as of the date of such decrease in the number of directors. In the event that the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 4 exceeds this maximum number, each Eligible Stockholder will select one Stockholder Nominee for inclusion in the Corporation's proxy materials until the maximum number is reached, going in order of the number (largest to

smallest) of shares of the Corporation each Eligible Stockholder disclosed as Owned in its respective Stockholder Proxy Access Notice submitted to the Corporation. If the maximum number is not reached after each Eligible Stockholder has selected one Stockholder Nominee, this selection process will continue as many times as necessary, following the same order each time, until the maximum number is reached.

(k) Any Stockholder Nominee who is included in the Corporation's proxy materials for a particular annual meeting of stockholders but either (i) withdraws from or becomes ineligible or unavailable for election at the annual meeting, or (ii) does not receive at least 25% of the votes cast in favor of the Stockholder Nominee's election, will be ineligible to be a Stockholder Nominee pursuant to this Section 4 for the next two annual meetings.

SECTION 5. ***Submission of Questionnaire, Representation and Agreement.*** To be eligible to be a nominee of a stockholder for election or reelection as a director of the Corporation, a person must complete and deliver (in accordance with the time periods prescribed for delivery of notice under Section 3 or 4, whichever is applicable) to the Secretary at the principal executive offices of the Corporation a written questionnaire providing the information requested about the background and qualifications of such person and the background of any other person or entity on whose behalf the nomination is being made and a written representation and agreement (the questionnaire, representation, and agreement to be in the form provided by the Secretary upon written request of any stockholder of record within five business days after receiving such request) that such person:

(a) is not and will not become a party to:

(i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how the person, if elected as a director of the Corporation, will act or vote on any issue or question (a "**Voting Commitment**") that has not been disclosed to the Corporation, or

(ii) any Voting Commitment that could limit or interfere with the person's ability to comply, if elected as a director of the Corporation, with the person's fiduciary duties under applicable law,

(b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director that has not been disclosed to the Corporation,

(c) in the person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, code of conduct, conflict of interest, confidentiality, and stock ownership and trading policies and guidelines of the Corporation, and

(d) consents to being named in the Corporation's proxy statement and form of proxy and intends to serve a full term as a director of the Corporation, if elected.

SECTION 6. ***Place of Meetings***. Meetings of the Board shall be held at such place, within or outside of the State of Delaware, as the Board may from time to time determine or as shall be specified or fixed in the notice or waiver of notice of any such meeting.

SECTION 7. ***Regular Meetings***. Regular meetings of the Board shall be held in accordance with a yearly meeting schedule as determined by the Board; or such meetings may be held on such other days and at such other times as the Board may from time to time determine. Notice of regular meetings of the Board need not be given except as otherwise required by these By-laws.

SECTION 8. ***Special Meetings***. Special meetings of the Board may be called by the Chair of the Board, the Chief Executive Officer, the Lead Director of the Board, the Chair of the Nominating and Governance Committee of the Board or the Secretary at the request of any two independent directors.

SECTION 9. ***Notice of Meetings.*** Notice of each special meeting of the Board (and of each regular meeting for which notice shall be required), stating the time, place and purposes thereof, shall be mailed to each director, addressed to him or her at his or her residence or usual place of business, or shall be sent to him or her by electronic transmission so addressed, or shall be given personally or by telephone, on 24 hours' notice or such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

SECTION 10. ***Quorum and Manner of Acting***. The presence of at least a majority of the authorized number of directors shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum shall not be present at any meeting of the Board, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Except where a different vote is required by law or the Certificate of Incorporation or these By-laws, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. Any action required or permitted to be taken by the Board may be taken without a meeting if all the directors consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Board. Any one or more directors may participate in any meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting of the Board.

SECTION 11. ***Resignation***. Any director may resign at any time by giving written notice to the Chair of the Board, the Chief Executive Officer or the Secretary, which notice shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein.

SECTION 12. ***Removal of Directors***. Subject to the rights of the holders of Preferred Stock, until the 2030 annual meeting of stockholders, directors may be removed from

office only for cause and only by the affirmative vote of the holders of at least 66 2/3% of the then outstanding shares of capital stock of the Corporation entitled to vote (the "**Voting Stock**"), voting together as a single class; and from and after the 2030 annual meeting of stockholders, directors may be removed from office, with or without cause, only by the affirmative vote of the holders of a majority of the outstanding Voting Stock, voting together as a single class.

SECTION 13. ***Compensation of Directors***. The Board may provide for the payment to any of the directors, other than officers or employees of the Corporation, of a specified amount for services as a director or member of a committee of the Board, or of a specified amount for attendance at each regular or special Board meeting or committee meeting, or of both, and all directors shall be reimbursed for expenses of attendance at any such meeting; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

COMMITTEES OF THE BOARD

SECTION 1. ***Appointment and Powers of Audit Committee***. The Board shall, by resolution adopted by the affirmative vote of a majority of the authorized number of directors, designate an Audit Committee of the Board, which shall consist of such number of directors as the Board may determine and shall be comprised solely of directors independent of management and free from any relationship that, in the opinion of the Board, would interfere with the exercise of independent judgment as a committee member. The Audit Committee shall (i) make recommendations to the Board as to the independent accountants to be appointed by the Board; (ii) review with the independent accountants the scope of their examination; (iii) receive the reports of the independent accountants and meet with representatives of such accountants for the purpose of reviewing and considering questions relating to their examination and such reports; (iv) review, either directly or through the independent accountants, the internal accounting and auditing procedures of the Corporation and (v) perform such other functions as may be assigned to it from time to time by the Board. The Audit Committee may determine its manner of acting and fix the time and place of its meetings, unless the Board shall otherwise provide. A majority of the members of the Audit Committee shall constitute a quorum for the transaction of business by the committee and the vote of a majority of the members of the committee present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 2. ***Other Committees***. The Board may, by the affirmative vote of a majority of the authorized number of directors, designate members of the Board to constitute an Executive Committee, a Compensation Committee and other committees of the Board, which shall in each case consist of such number of directors as the Board may determine, and shall have and may exercise, to the extent permitted by law, such powers and authority as the Board may by resolution delegate to them and may authorize the seal of the Corporation to be affixed to all papers which require it. Each such committee may determine its manner of acting and fix the time and place of its meetings, unless the Board shall otherwise provide. A majority of the members of any such committee shall constitute a quorum for the transaction of business by the

committee and the vote of a majority of the members of such committee present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 3. ***Action by Consent; Participation by Telephone or Similar Equipment***. Unless the Board shall otherwise provide, any action required or permitted to be taken by any committee may be taken without a meeting if all members of the committee consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the committee. Unless the Board shall otherwise provide, any one or more members of any committee may participate in any meeting of the committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting of the committee.

SECTION 4. ***Changes in Committees; Resignations; Removals***. The Board shall have power, by the affirmative vote of a majority of the authorized number of directors, at any time to change the members of, to fill vacancies in, and to discharge any committee of the Board. Any member of any such committee may resign at any time by giving written notice to the Chair of the Board, the Chief Executive Officer, the Chair of such committee or the Secretary, which notice shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein. Any member of any such committee may be removed at any time, either with or without cause, by the affirmative vote of a majority of the authorized number of directors at any meeting of the Board, provided such removal shall have been referred to in the notice of such meeting.

ARTICLE V

OFFICERS

SECTION 1. ***Number and Qualifications***. The officers of the Corporation may include a Chair of the Board, Vice Chair of the Board, Chief Executive Officer, President, one or more Vice Presidents, General Counsel, Treasurer, Secretary and Controller; provided, however, that any one or more of the foregoing offices may remain vacant from time to time, except as otherwise required by law. So far as practicable, the officers shall be elected annually on the day of the annual meeting of stockholders. Each officer shall hold office until the next annual election of officers and until his or her successor is elected and qualified, or until his or her death or retirement, or until he or she shall have resigned or been removed in the manner hereinafter provided. The same person may hold more than one office. The Chair of the Board, the Vice Chair of the Board, the Chief Executive Officer and the President shall be elected from among the directors. The Board may from time to time elect or appoint such other officers or agents as may be necessary or desirable for the business of the Corporation. Such other officers and agents shall have such titles and duties and shall hold their offices for such terms as may be prescribed by the Board. The Chief Executive Officer may appoint one or more Deputy, Associate or Assistant officers, or such other agents as may be necessary or desirable for the business of the Corporation. In case one or more Deputy, Associate or Assistant officers shall be appointed, the officer such appointee assists may delegate to him or her the authority to perform such of the officer’s duties as the officer may determine.

SECTION 2. ***Resignations***. Any officer may resign at any time by giving written notice to the Chair of the Board, the Chief Executive Officer or the Secretary, which notice shall be deemed to constitute notice to the Corporation. Such resignation shall take effect upon receipt of such notice or at any later time specified therein.

SECTION 3. ***Removal.*** Any officer or agent may be removed, either with or without cause, at any time, by the Board or, in the case of any officer or agent other than the Chief Executive Officer and the Chief Financial Officer, by the Compensation Committee at any meeting, provided, however, such removal shall have been referred to in the notice of such meeting if such meeting constitutes a special meeting; provided, further, that the Chief Executive Officer may remove any agent appointed by the Chief Executive Officer.

SECTION 4. ***Vacancies***. Any vacancy among the officers, whether caused by death, resignation, removal or otherwise, shall be filled in the manner prescribed for election to such office.

SECTION 5. ***Chair of the Board***. The Chair of the Board shall, if present, preside at all meetings of the Board and at all meetings of the stockholders. He or she shall perform the duties incident to the office of the Chair of the Board and all such other duties as are specified in these By-laws or as shall be assigned to him or her from time to time by the Board.

SECTION 6. ***Vice Chair of the Board***. The Vice Chair of the Board shall, if present, preside at all meetings of the Board at which the Chair of the Board shall not be present and at all meetings of the stockholders at which neither the Chief Executive Officer nor the Chair of the Board shall be present. He or she shall perform such other duties as shall be assigned to him or her from time to time by the Board or the Chief Executive Officer.

SECTION 7. ***Chief Executive Officer***. The Chief Executive Officer shall, if present, preside at all meetings of the stockholders at which the Chair of the Board shall not be present. He or she shall have, under the control of the Board, general supervision and direction of the business and affairs of the Corporation. He or she shall at all times see that all resolutions or determinations of the Board are carried into effect. He or she may from time to time appoint, remove or change members of and discharge one or more advisory committees, each of which shall consist of such number of persons (who may, but need not, be directors or officers of the Corporation), and have such advisory duties, as he or she shall determine. He or she shall perform the duties incident to the office of the Chief Executive Officer and all such other duties as are specified in these By-laws or as shall be assigned to him or her from time to time by the Board.

SECTION 8. ***President***. The President shall be the chief operating officer of the Corporation and shall perform such duties as shall be assigned to him or her from time to time by the Board or the Chief Executive Officer.

SECTION 9. ***Vice Presidents***. The Board shall, if it so determines, elect one or more Vice Presidents (with such additional titles as the Board may prescribe), each of whom

shall perform such duties as shall be assigned to him or her from time to time by the Chief Executive Officer or such other officer to whom the Vice President reports.

SECTION 10. ***General Counsel***. The General Counsel shall be the chief legal officer of the Corporation and the head of its legal department. He or she shall, in general, perform the duties incident to the office of General Counsel and all such other duties as may be assigned to him or her from time to time by the Chief Executive Officer.

SECTION 11. ***Treasurer***. The Treasurer shall have charge and custody of all funds and securities of the Corporation, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall deposit all funds of the Corporation in such depositaries as may be designated pursuant to these By-laws, shall receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever, shall disburse the funds of the Corporation and shall render to all regular meetings of the Board, or whenever the Board may require, an account of all his or her transactions as Treasurer. He or she shall, in general, perform all the duties incident to the office of Treasurer and all such other duties as may be assigned to him or her from time to time by the Chief Executive Officer or such other officer to whom the Treasurer reports.

SECTION 12. ***Secretary***. The Secretary shall, if present, act as secretary of all meetings of the Board, the Executive Committee and other committees of the Board and the stockholders and shall have the duty to record the proceedings of such meetings in one or more books provided for that purpose. He or she shall see that all notices are duly given in accordance with these By-laws and as required by law, shall be custodian of the seal of the Corporation and shall affix and attest the seal to all documents to be executed on behalf of the Corporation under its seal. He or she shall, in general, perform all the duties incident to the office of Secretary and all such other duties as may be assigned to him or her from time to time by the Chief Executive Officer or such other officer to whom the Secretary reports.

SECTION 13. ***Controller***. The Controller shall have control of all the books of account of the Corporation, shall keep a true and accurate record of all property owned by it, its debts and of its revenues and expenses, shall keep all accounting records of the Corporation (other than the accounts of receipts and disbursements and those relating to the deposit or custody of funds and securities of the Corporation, which shall be kept by the Treasurer) and shall render to the Board, whenever the Board may require, an account of the financial condition of the Corporation. He or she shall, in general, perform all the duties incident to the office of Controller and all such other duties as may be assigned to him or her from time to time by the Chief Executive Officer or such other officer to whom the Controller reports.

SECTION 14. ***Bonds of Officers***. If required by the Board, any officer of the Corporation shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board may require.

SECTION 15. ***Compensation***. The salaries of the officers shall be fixed from time to time by the Board; provided, however, that the Chief Executive Officer may fix or delegate to others the authority to fix the salaries of any agents appointed by the Chief Executive Officer.

SECTION 16. ***Officers of Operating Companies or Divisions***. The Chief Executive Officer shall have the power to appoint, prescribe the terms of office, the responsibilities and duties and salaries of, and remove, the officers of the operating companies or divisions other than those who are officers of the Corporation.

SECTION 17. **Senior Management Official**. The Board from time to time may designate an officer of the Corporation as the "Senior Management Official" (the "SMO") for purposes of the United States National Industrial Security Program Operating Manual (the "NISPOM") or any successor or equivalent requirement with respect to the Corporation's performance of classified contracts. The Board shall only designate an individual who holds or can obtain a personnel security clearance and otherwise satisfies the requirements of the NISPOM as the SMO.

ARTICLE VI

CONTRACTS, CHECKS, LOANS, DEPOSITS, ETC.

SECTION 1. ***Contracts***. The Board may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation, to enter into any contract or to execute and deliver any instrument, which authorization may be general or confined to specific instances; and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or for any amount.

SECTION 2. ***Checks, etc***. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation in such manner as shall from time to time be authorized by the Board, which authorization may be general or confined to specific instances.

SECTION 3. ***Loans***. No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name, unless authorized by the Board, which authorization may be general or confined to specific instances. All bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation issued for such loans shall be made, executed and delivered as the Board shall authorize, which authorization may be general or confined to specific instances.

SECTION 4. ***Deposits***. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositaries as may be selected by or in the manner designated by the Board. The Board or its designees may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these By-laws, as may be deemed expedient.

ARTICLE VII

CAPITAL STOCK

SECTION 1. ***Stock Certificates and Uncertificated Shares***. The shares of the Corporation may be represented by certificates in such form as the appropriate officers of the Corporation may from time to time prescribe or may be uncertificated. Each stockholder shall be entitled to have, in such form as shall be approved by the Board, a certificate or certificates signed by or in the name of the Corporation by any two officers of the Corporation representing the number of shares of capital stock of the Corporation owned by such stockholder. Any or all of the signatures on any such certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon any such certificate shall have ceased to be such before such certificate is issued, such certificate may be issued by the Corporation with the same effect as if such officer, transfer agent or registrar had been such at the date of its issue. Absent a specific request for such a certificate by the registered owner or transferee thereof, all shares may be uncertificated upon the original issuance thereof by the Corporation or upon surrender of the certificate representing such shares to the Corporation or its transfer agent.

SECTION 2. ***List of Stockholders Entitled to Vote***. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare or cause to be prepared, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than 10 days before the meeting date, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section 2 shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder upon request for any purpose germane to the meeting for a period of 10 days ending on the day before the meeting date: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

SECTION 3. ***Stock Ledger***. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 2 of this Article VII or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

SECTION 4. ***Transfers of Capital Stock***. Transfers of shares of capital stock of the Corporation shall be registered on the stock record of the Corporation, and if requested by the registered owner or transferee thereof, a new certificate shall be issued to the person entitled thereto, upon presentation and surrender, with a request to register transfer, of the certificate or

certificates representing the shares properly endorsed by the holder of record or accompanied by a separate document signed by the holder of record containing an assignment or transfer of the shares or a power to assign or transfer the shares or upon presentation of proper transfer instructions from the holder of record of uncertificated shares. The Board may make such additional rules and regulations as it may deem expedient concerning the issue and transfer of certificates representing shares of the capital stock of the Corporation. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred.

SECTION 5. ***Lost Certificates***. The Corporation may issue uncertificated shares, or if requested by the registered owner, a new certificate or cause a new certificate to be issued, in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. The Corporation may require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

SECTION 6. ***Fixing of Record Date.*** In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of capital stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action.

SECTION 7. ***Registered Owners***. Prior to due presentment for registration of transfer of a certificate representing shares of capital stock of the Corporation or of proper transfer instructions with respect to uncertificated shares, the Corporation may treat the registered owner of such shares as the person exclusively entitled to vote, to receive dividends, to receive notifications, and otherwise to exercise all the rights and powers of an owner of such shares, except as otherwise provided by law.

SECTION 8. ***Transfer and Registry Agents***. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board of Directors or by the Chief Executive Officer or President.

ARTICLE VIII

FISCAL YEAR

The Corporation's fiscal year shall coincide with the calendar year.

ARTICLE IX

SEAL

The Corporation's seal shall be circular in form and shall include the words "Honeywell Aerospace Inc., Delaware, 2026, Seal."

ARTICLE X

WAIVER OF NOTICE

Whenever any notice is required by law, the Certificate of Incorporation or these By-laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

ARTICLE XI

AMENDMENTS

These By-laws or any of them may be amended, supplemented, altered, changed or repealed or adopted in any respect at any time, either (i) at any meeting of stockholders, provided that any amendment, supplement, alteration, change or repeal or adoption proposed to be acted upon at any such meeting shall have been described or referred to in the notice of such meeting, or (ii) at any meeting of the Board. The affirmative vote of the holders of a majority of the outstanding Voting Stock shall be required for stockholders to amend, supplement, alter, change or repeal, or to adopt, any By-law; provided, that notwithstanding anything in these By-laws to the contrary (and in addition to any vote required by law), until the 2030 annual meeting of stockholders, the affirmative vote of the holders of at least 66 2/3% of the outstanding Voting Stock shall be required to amend, supplement, alter, change or repeal, or to adopt any By-law inconsistent with, Section 3 of Article II, Section 2(a) of Article III, Section 12 of Article III and this Article XI of the By-laws.

ARTICLE XII

FORUM FOR ADJUDICATION OF DISPUTES

Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, other employee, stockholder or agent of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL or the Certificate of Incorporation or these By-laws (each, as in effect from time to time), or (iv) any action asserting a claim governed by the internal affairs doctrine shall be a state or federal court located within the State of Delaware. Notwithstanding the foregoing, unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America, shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting solely a cause of action arising under the Securities Act or any rules or regulations promulgated thereunder. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII. Failure to enforce the foregoing provisions would cause the Corporation irreparable harm and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions. The existence of any prior consent to the selection of an alternative forum shall not act as a waiver of the Corporation's ongoing consent right as set forth above in this Article XII with respect to any current or future actions or claims. Notwithstanding anything to the contrary in this Article XII, nothing contained in this Article XII shall apply to any action brought to enforce any duty or liability created by the Exchange Act or any rules or regulations promulgated thereunder, to the extent such application would be contrary to law.

ARTICLE XIII

EMERGENCY BY-LAWS

SECTION 1. ***Emergency Board of Directors***. In case of an attack on the United States or on a locality in which the Corporation conducts its business or customarily holds meetings of the Board or the stockholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board or a committee thereof cannot readily be convened for action in accordance with the provisions of the By-laws, the business and affairs of the Corporation shall be managed by or under the direction of an Emergency Board of Directors (the "**Emergency Board**") established in accordance with Section 2 of this Article XIII.

SECTION 2. ***Membership of Emergency Board of Directors***. The Emergency Board shall consist of at least three of the following persons present or available at the Emergency Corporate Headquarters determined according to Section 5 of this Article XIII: (i) those persons who were directors at the time of the attack or other event mentioned in Section 1 of this Article XIII, and (ii) any other persons appointed by such directors to the extent required

to provide a quorum at any meeting of the Board. If there are no such directors present or available at the Emergency Corporate Headquarters, the Emergency Board shall consist of the three highest-ranking officers or employees of the Corporation present or available and any other persons appointed by them.

SECTION 3. ***Powers of the Emergency Board***. The Emergency Board will have the same powers as those granted to the Board in these By-laws, but will not be bound by any requirement of these By-laws which a majority of the Emergency Board believes impracticable under the circumstances.

SECTION 4. ***Stockholders' Meeting***. At such time as it is practicable to do so the Emergency Board shall call a meeting of stockholders for the purpose of electing directors. Such meeting will be held at a time and place to be fixed by the Emergency Board and pursuant to such notice to stockholders as it is deemed practicable to give. The stockholders entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum.

SECTION 5. ***Emergency Corporate Headquarters***. Emergency Corporate Headquarters shall be at such location as the Board or the Chief Executive Officer shall determine prior to the attack or other event, or if not so determined, at such place as the Emergency Board may determine.

SECTION 6. ***Limitation of Liability***. No officer, director or employee acting in accordance with the provisions of this Article XIII shall be liable except for willful misconduct.

ARTICLE XIV

SEVERABILITY

To the extent any provision of these By-laws would be, in the absence of this Article XIV, invalid, illegal or unenforceable for any reason whatsoever, such provision shall be severable from the other provisions of these By-laws, and all provisions of these By-laws shall be construed so as to give effect to the intent manifested by these By-laws, including, to the maximum extent possible, the provision that would be otherwise invalid, illegal or unenforceable.

TRANSITION SERVICES AGREEMENT

BY AND BETWEEN

HONEYWELL INTERNATIONAL INC.

AND

HONEYWELL AEROSPACE INC.

DATED AS OF JUNE 29, 2026

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Exhibit E IT Agreements
Exhibit F Certain Supplier Agreements

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "**Agreement**"), dated as of June 29, 2026 (the "**Effective Date**"), is entered into by and between Honeywell International Inc., a Delaware corporation ("**Automation**"), and Honeywell Aerospace Inc. (f/k/a Honeywell Aerospace LLC), a Delaware corporation ("**Aerospace**") (together with Automation, the "**Parties**," and each individually a "**Party**").

RECITALS

WHEREAS, the Parties, among others, entered into that certain Separation and Distribution Agreement dated as of (as amended, modified or supplemented, and together with all exhibits and schedules thereto, the "**Separation Agreement**");

WHEREAS, the Separation Agreement contemplates that Automation and Aerospace will execute this Agreement, and this Agreement is being entered into by the Parties to satisfy the requirements described therein;

WHEREAS, Automation desires to provide, or cause to be provided, certain transition services to Aerospace, and Aerospace desires to receive certain transition services from Automation, as more particularly described in this Agreement, for a limited period of time following the Spin-Off;

WHEREAS, Aerospace desires to provide, or cause to be provided, certain transition services to Automation, and Automation desires to receive certain transition services from Aerospace, for a limited period of time following the Spin-Off; and

WHEREAS, each of Automation and Aerospace desires to reflect the terms of their agreement with respect to such services.

NOW, **THEREFORE**, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Separation Agreement. As used in this Agreement, the following terms have the respective meanings set forth below.

(a) "**Aerospace Indemnitees**" has the meaning set forth in the Separation Agreement.

(b) "**Aerospace Services**" means the Services provided by Aerospace or its Subsidiaries as identified on Part II of Exhibit A hereto.

(c) "**Affiliate**" means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of Automation or Automation's stockholders prior to, or in case of Aerospace's stockholders, after the Effective Date.

(d) "**Agreement**" has the meaning set forth in the preamble.

(e) "**Ancillary Agreements**" has the meaning set forth in the Separation Agreement.

(f) "**Automation**" has the meaning set forth in the preamble.

(g) "**Automation Indemnitees**" has the meaning set forth in the Separation Agreement.

(h) "**Automation Services**" means the Services provided by Automation or its Subsidiaries as identified on Part I of Exhibit A hereto.

(i) "**Certain Supplier Agreements**" means any contract or agreement of any member of the Automation Group with a Third Party set forth on Exhibit F or mutually agreed by the Parties in writing to constitute a Certain Supplier Agreement during the one (1) year period following the Effective Date.

(j) "**Confidential Information**" has the meaning set forth in Section 5.1.

(k) "**Cost of Services**" means, with respect to each Service, the amount specified with respect to such Service in Exhibit A to be paid by the Service Recipient in respect of such Service to the Service Provider of such Service.

(l) "**Designated Work Product**" means the work product developed during the term of this Agreement for the Service Recipient's exclusive use as part of the provision of Services hereunder, including as listed or described on Exhibit C or as otherwise agreed in writing between the Parties.

(m) "**Disclosing Party**" has the meaning set forth in Section 5.2.

(n) "**Dispute**" has the meaning set forth in the Separation Agreement.

(o) "**Effective Date**" has the meaning set forth in the preamble.

(p) "**Excluded Services**" has the meaning set forth in Section 2.1(l).

(q) "**Force Majeure Event**" has the meaning set forth in Section 10.2.

(r) "**Group**" means either the Automation Group (as defined in the Separation Agreement, and for purposes of this Agreement, the "**Automation Group**") or the Aerospace Group (as defined in the Separation Agreement, and for purposes of this Agreement, the "**Aerospace Group**"), as the context requires.

(s) "**Hourly Services**" has the meaning set forth in Section 4.1(b).

(t) "**Hourly Services Expenses**" has the meaning set forth in Section 4.1(b).

(u) "**Indemnitee**" means an Automation Indemnitee or an Aerospace Indemnitee, as the context requires.

(v) "**Insurance Proceeds**" has the meaning set forth in the Separation Agreement.

(w) "**Interruption**" has the meaning set forth in Section 2.1(i).

(x) "**IT Agreements**" has the meaning set forth in Section 3.3.

(y) "**Migration Work**" has the meaning set forth in Section 2.3.

(z) "**Migration Work Request**" has the meaning set forth in Section 2.3.

(aa) "**Omitted Services**" has the meaning set forth in Section 2.2(a).

(bb) "**Outside Date**" has the meaning set forth in Section 6.1.

(cc) "**Partial Service Termination**" has the meaning set forth in Section 6.3(a).

(dd) "**Party**" and "**Parties**" have the meaning set forth in the preamble.

(ee) "**Personal Data**" has the meaning set forth in the Separation Agreement.

(ff) "**Preliminary Dispute Notice**" has the meaning set forth in Section 9.2.

(gg) "**Prime Rate**" has the meaning set forth in Section 4.2(a).

(hh) "**Processed**" has the meaning set forth in the Separation Agreement.

(ii) "**Receiving Party**" has the meaning set forth in Section 5.2.

(jj) "**Resolution Committee**" has the meaning set forth in Section 9.2.

(kk) "**Sales and Services Taxes**" has the meaning set forth in Section 4.1(c).

(ll) "**Separation Agreement**" has the meaning set forth in the recitals.

(mm) "**Service Charge**" has the meaning set forth in Section 4.1(a).

(nn) "**Service Coordinator**" has the meaning set forth in Section 2.1(b).

(oo) "**Service Provider**" means any member of the Aerospace Group or the Automation Group, as applicable, in its capacity as the provider of any Services to any member of the Aerospace Group or the Automation Group, as applicable.

(pp) "**Service Provider Parent**" means, with respect to any Services provided by a Service Provider that is a member of the Automation Group, Automation and, with respect to any Services provided by a Service Provider that is a member of the Aerospace Group, Aerospace.

(qq) "**Service Recipient**" means any member of the Aerospace Group or the Automation Group, as applicable, in its capacity as the recipient of any Services from any member of the Automation Group or the Aerospace Group, as applicable.

(rr) "**Service Recipient Parent**" means, with respect to any Services provided to a Service Recipient that is a member of the Aerospace Group, Aerospace and, with respect to any Services provided to a Service Recipient that is a member of the Automation Group, Automation.

(ss) "**Service Term**" means a period of six (6) months from the Effective Date (or such other period of time that each Service shall be provided hereunder as set forth for each Service on Exhibit A or as mutually agreed in writing by the Parties).

(tt) "**Services**" means the Automation Services and/or the Aerospace Services, as applicable.

(uu) "**Shutdown**" has the meaning set forth in Section 2.1(h).

(vv) "**Sub-Contractor**" has the meaning set forth in Section 2.1(d).

(ww) "**Tax**" has the meaning set forth in the Tax Matters Agreement.

(xx) "**Termination Charges**" has the meaning set forth in Section 6.4(d).

(yy) "**Third Party**" means any Person other than Automation, Aerospace and their respective Affiliates.

(zz) "**Third Party Claim"** has the meaning set forth in the Separation Agreement.

(aaa) "**Third Party Expenses**" has the meaning set forth in Section 4.1(b).

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms "Article," "Section," "paragraph," "clause," "Exhibit" and "Schedule" are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement," "the date hereof," "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) any consent given by any party hereto pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party.

ARTICLE II
SERVICES

Section 2.1 Provision of Services.

(a) Commencing as of the Effective Date, (x) (i) Automation shall, and shall cause the applicable members of the Automation Group to, provide or otherwise make available, as a Service Provider under this Agreement, to Aerospace and the applicable members of the Aerospace Group, the Services, and (ii) Aerospace shall, and shall cause the applicable members of the Aerospace Group to, pay, perform, discharge and satisfy, as and when due, its and their respective obligations as the Service Recipient under this Agreement, in each case in accordance with the terms of this Agreement, and (y) (i) Aerospace shall, and shall cause the applicable members of the Aerospace Group to, provide or otherwise make available, as a Service Provider

under this Agreement, to Automation and the applicable members of the Automation Group, the Services, and (ii) Automation shall, and shall cause the applicable members of the Automation Group to, pay, perform, discharge and satisfy, as and when due, its and their respective obligations as the Service Recipient under this Agreement, in each case in accordance with the terms of this Agreement.

(b) Each Service Recipient and each Service Provider shall cooperate in good faith with each other in connection with the performance of the Services hereunder. Each of Automation and Aerospace agrees to appoint an employee representative (each such representative, a "**Service Coordinator**") who will have overall responsibility for implementing, managing and coordinating the Services pursuant to this Agreement on behalf of Automation and Aerospace, respectively. Initially, the Service Coordinators will be the individuals set forth on Exhibit D. Either Party may change its designated Service Coordinator at any time upon notice given to the other Party in accordance with Section 10.6. The Service Coordinators will consult and coordinate with each other on a regular basis, and no less frequently than monthly, during the term of this Agreement.

(c) Each Service Provider shall determine the personnel who shall perform the Services to be provided by it. All personnel providing Services will remain at all times, and be deemed for all purposes to be, employees or representatives solely of the Service Provider (or its Affiliates or Sub-Contractors) responsible for providing such Services, and will not be deemed employees or representatives of the Service Recipient as a result of this Agreement or the provision of Services hereunder or in connection herewith. Each Service Provider (or its Affiliates or Sub-Contractors) will be solely responsible for payment of (i) all compensation, (ii) all disability, withholding and other employment taxes and (iii) all medical benefit premiums, vacation pay, sick pay and other employee benefits payable to or with respect to personnel who perform Services on behalf of such Service Provider. All such personnel will be under the sole direction, control and supervision of the applicable Service Provider, and such Service Provider has the sole right to exercise all authority with respect to the employment, substitution, termination, assignment and compensation of such personnel.

(d) Each Service Provider may, at its option, from time to time, delegate or subcontract any or all of its obligations to perform Services under this Agreement to any one or more of its Affiliates, or engage the services of other professionals, consultants or other third parties who are not Affiliates of Service Provider (each, a "**Sub-Contractor**"), in connection with the performance of the Services; provided, however, that (i) subject to Section 7.6(e), the Service Provider shall use the same degree of care in selecting any Sub-Contractor as it would if it was selecting such Sub-Contractor to provide similar services to Service Provider and shall remain ultimately responsible for ensuring that its obligations with respect to the nature, scope, quality and other aspects of the Services are satisfied with respect to any Services provided by any such Affiliate or Sub-Contractor and shall be liable for any failure of an Affiliate or Sub-Contractor to so satisfy such obligations (or if an Affiliate or Sub-Contractor otherwise breaches any provision hereof) and (ii) any such Sub-Contractor agrees in writing to be bound by confidentiality provisions at least as restrictive to it as the terms of Article V of this Agreement. Except as agreed by the Parties in Exhibit A or otherwise in writing, and subject to

Section 2.1(f), any costs associated with engaging the services of a Sub-Contractor shall not affect the Cost of Services payable by the Service Recipient under this Agreement, and the Service Provider shall remain solely responsible with respect to payment for such Sub-Contractor's costs, fees and expenses.

(e) The Services shall be performed in substantially the same manner, scope, time frame, nature and quality, with the same care, and to the same extent and service level as such Services (or substantially similar services) were provided to the Aerospace Business or the Automation Business, as applicable, during the twelve (12) months immediately prior to the Effective Date, unless the Services are being provided by a Sub-Contractor who is also providing the same services to the Service Provider or a member of such Service Provider's Group, in which case the Services shall be performed for the Service Recipient in the same manner, scope, time frame, nature and quality, with the same care, and to the same extent and service level as they are being performed for the Service Provider or such member of such Service Provider's Group, as applicable. If the Service Provider has not provided such Services (or substantially similar services) to the Aerospace Business or the Automation Business, as applicable, as of immediately prior to the Effective Date and such Services are not being performed by a Sub-Contractor who is also providing the same services to such Service Provider's Group, then the Services shall be performed in a competent and professional manner consistent with industry standards. The Services shall be used solely for the operation of the Aerospace Business or the Automation Business, as applicable, for substantially the same purpose as used by the Service Recipient during the twelve (12) months immediately prior to the Effective Date.

(f) The Parties acknowledge that any Service Provider may make changes from time to time in the manner of performing Services (including in respect of those Services provided by a Sub-Contractor) if the Service Provider is making similar changes in performing the same or substantially similar Services for itself or other members of its Group; provided, however, that, unless expressly contemplated in Exhibit A, such changes shall not materially affect the Cost of Services for such Service payable by the Service Recipient under this Agreement or materially decrease the manner, scope, time frame, nature, quality or level of the Services provided to the Service Recipient, except (i) upon prior written approval of the Service Recipient, which approval shall not be unreasonably withheld, conditioned or delayed and (ii) any actual and reasonable increase to the Service Provider in the cost of providing a Service may be charged to the Service Recipient on a pass-through basis to the extent such actual and reasonable increase is applied on a non-discriminatory basis as compared to the Service Provider and the other members of its Group.

(g) Nothing in this Agreement shall be deemed to require the provision of any Service by any Service Provider (or any Affiliate or Sub-Contractor of a Service Provider) to the Service Recipient to the extent (i) the provision of such Service would reasonably be expected to require the Consent of any Person (including any Governmental Authority), whether under applicable Law, by the terms of any contract to which such Service Provider or any other member of its Group is a party or otherwise, unless and until, subject to the remainder of this Section 2.1(g), such Consent has been obtained; provided, however, that such Service Provider shall use commercially reasonable efforts to obtain the Consent of any Person necessary for the

provision of such Service and the performance of such Service Provider's obligations pursuant to this Agreement, or (ii) the provision of such Service to the Service Recipient would contravene or constitute a violation of any Law. The Parties agree to cooperate in good faith and use commercially reasonable efforts to obtain any necessary Consents required under any existing contract or agreement with a Third Party to allow the applicable Service Provider to perform, or cause to be performed, the applicable Services required to be provided hereunder. Any Third Party fees or expenses incurred in connection with obtaining any such Consents shall be paid by the Service Recipient; provided, however, that any such fees or expenses which individually or in the aggregate exceed $10,000 shall require the prior written consent of Automation (if the Service Recipient(s) are members of the Automation Group) or Aerospace (if the Service Recipient(s) are members of the Aerospace Group). In the event that the Consent of any Person, to the extent required in order for the Service Provider to provide Services, is not obtained reasonably promptly (any in any event within ninety (90) days) after the Effective Date by the Service Provider, or the provision of any Service to the Service Recipient hereunder would constitute a violation of Law, the Service Provider shall notify the Service Recipient and the Service Provider is excused from providing the Service to the extent it requires such unobtainable Consent or would constitute a violation of Law; provided that the Parties shall cooperate and use commercially reasonable efforts to devise an alternative manner reasonably satisfactory to both Parties for the provision of the affected Services that would not require such Consent or violate such Law, with such alternative manner (including the Cost of Services associated therewith) subject to mutual agreement of the Parties in writing. If the Parties elect such an alternative manner, the Service Provider shall provide the Services in such alternative manner and the Cost of Services for such Services shall be adjusted accordingly. In addition, notwithstanding anything to the contrary herein, the Service Provider (and the Affiliates and Sub-Contractors of the Service Provider) will not be required to perform or to cause to be performed any of the Services for the benefit of any Third Party or any other Person other than the Service Recipient and its Affiliates. To the extent that any Third Party proprietor of information or software to be disclosed or made available to any Service Recipient in connection with performance of the Services hereunder requires a specific form of non-disclosure agreement as a condition to its Consent to use the same for the benefit of the Service Recipient, or to permit the Service Recipient access to such information or software, the Service Recipient shall, as a condition to the receipt of such portion of the Services, execute (and shall cause its employees and Affiliates to execute, if required) any such form.

(h) If a Service Provider determines that it is necessary or appropriate to temporarily suspend a Service due to scheduled or emergency maintenance, modification, repairs, alterations or replacements (any such event, a "**Shutdown**"), such Service Provider shall use commercially reasonable efforts to provide the Service Recipient with reasonable prior notice of such Shutdown (including information regarding the nature and the projected length of such Shutdown), and such Service Provider shall use commercially reasonable efforts to minimize any impact on the provision of Services caused by such Shutdown.

(i) The Parties acknowledge that there may be unanticipated temporary interruptions in the provision of a Service, in each case for a period of less than forty-eight (48) hours (any such event, an "**Interruption**"). Each Service Provider shall use commercially

reasonable efforts to provide the Service Recipient with notice of such Interruption as soon as possible (including information regarding the nature and the projected length of such Interruption), and such Service Provider shall use commercially reasonable efforts to minimize any impact on the provision of Services caused by such Interruption. Such Service Provider shall not be excused from performance if it fails to use commercially reasonable efforts to remedy the situation causing such Interruption as promptly as practicable.

(j) Neither Party nor any of their respective Affiliates shall have any obligation to purchase, upgrade, enhance or otherwise modify any computer hardware, software or network environment currently used by such Party or such Party's Affiliates, or to provide any support or maintenance services for any computer hardware, software or network environment that has been upgraded, enhanced or otherwise modified from the computer hardware, software or network environments that are currently used by such Party or such Party's Affiliates.

(k) Notwithstanding anything to the contrary herein, the Services shall not include, and a Service Provider shall have no obligation to provide hereunder, any legal advice, tax advice, financial advice, accounting advice, or any other services unless specifically set forth on Exhibit A (but, in each case, excluding any services expressly identified on Exhibit B) (the "**Excluded Services**").

Section 2.2 Service Amendments and Additions.

(a) Within sixty (60) days following the Effective Date, any Service Recipient may request the applicable Service Provider to provide services that (i) were provided to the Automation Business and the Aerospace Business, as applicable, during the twelve (12) months immediately prior to the Effective Date, are reasonably necessary for the operation of the Automation Business or the Aerospace Business, as applicable, as conducted during the twelve (12) months immediately prior to the Effective Date and are not Excluded Services (any such validly requested services, "**Omitted Services**"). Any request for an Omitted Service shall be in writing and shall specify, as applicable, (A) the type and the scope of the requested service, (B) who is requested to perform the requested service, (C) where and to whom the requested service is to be provided, and (D) the proposed term for the requested service. A Service Provider will consider such requests in good faith, and the Parties shall discuss in good faith the terms under which Omitted Services may be provided. If an Omitted Service would not require Service Provider to allocate resources materially in excess of its ordinary course resources used prior to/as of the Effective Date, and cannot readily be provided by Service Recipient or a Third Party, then Service Provider must use commercially reasonable efforts to provide the Omitted Service subject to mutual agreement of the Parties on the terms of the Omitted Service (including applicable service fees) following good faith negotiations.

(b) In the event that the Service Provider agrees to provide Omitted Services, then the Parties shall in good faith negotiate an amendment to Exhibit A, which will describe in detail the service, project scope, term, price and payment terms to be charged for such Omitted Services. Once agreed to in writing, the amendment to Exhibit A shall be deemed part of this Agreement as of such date and such Omitted Services shall be deemed "Services" provided hereunder, in each case subject to the terms and conditions of this Agreement; provided,

however, that the Service Provider shall not be required to provide any Omitted Services, at any price, that would prevent, or be reasonably likely to prevent, or be inconsistent with the qualification of the Distribution for its Intended Tax Treatment (as defined in the Tax Matters Agreement).

Section 2.3 Migration Projects. Prior to the end of the applicable Service Term, each Service Provider will provide the Service Recipient (subject to the remainder of this Section 2.3), upon written request from the Service Recipient (the "Migration Work Request"), with such reasonable support and cooperation as may be necessary to migrate the Services to the Service Recipient's internal organization or to a Third Party provider (the "Migration Work"), including, exporting and providing (subject to applicable Law and, with respect to Personal Data, the Data Transfer Exhibit provided as Exhibit C to the Separation Agreement) all relevant data and information of the applicable Service Recipient from the systems of the applicable Service Provider or any party performing the Services on its behalf. After the Service Provider receives a Migration Work Request, the Parties shall meet to discuss and agree on the scope and cost of the Migration Work, taking into consideration the Service Provider's then-available resources (and for clarity, the Service Provider shall not be obligated to perform such Migration Work unless and until the Parties, who shall act in good faith, so mutually agree on such scope and costs of such Migration Work). Where required for migrating the Services in connection with Migration Work, the Service Recipient's personnel will be granted reasonable access to the respective facilities of the Service Provider during normal business hours. Migration Work may be out-sourced to a Third Party service provider (including those involving conversion programs or other programming, or extraordinary management supervision or coordination); provided that the outsourcing Party shall be responsible for the performance or non-performance of such Third Party service provider. The applicable Service Recipient shall pay its internal costs incurred in connection with all Migration Work performed by its personnel, and the out of pocket costs of the Service Provider and the cost of all Third Party providers engaged in completing a Migration Work all shall be charged by such Service Providers to the Service Recipient (or by the Service Provider to the Service Recipient on a pass-through basis). For the avoidance of doubt, any portion of the cost of Migration Work associated with the setup of the Service Recipient's data warehousing infrastructure or hosting environment shall be charged by the Service Provider to the Service Recipient on a pass-through basis. Service Provider shall have no obligation hereunder to transfer any information or data in connection with the migration of applications included in the Services to the Service Recipient's internal organization or to a Third Party provider except, for each application, on a one-time basis as part of the Migration Work for such application after the end of the applicable Service Term for such application. Service Recipient must provide notice to Service Provider specifically identifying any discrepancies or other issues with such information and data transfer within thirty (30) days following such one-time transfer, and Service Provider shall have no further obligations with respect to discrepancies or other issues with such information or data transfer for such Migration Work newly identified after such thirty (30)-day period. The Parties shall resolve such discrepancies or issues specifically identified within such thirty (30)-day period in good faith in accordance with the agreed plan for such Migration Work. Unless otherwise expressly agreed between the Parties, Service Provider shall have no obligation to, and Service Recipient shall not, integrate or connect any information technology systems or applications of Service Recipient to any information technology systems

or applications of Service Provider made available as part of or otherwise used to provide any Services or used to perform any Migration Work.

Section 2.4 No Management Authority. No Service Provider (or any Affiliate or Sub-Contractor of the Service Provider) shall be authorized by, or shall have any responsibility under, this Agreement to manage the affairs of the business of any Service Recipient, or to hold itself out as an agent or representative of the Service Recipient.

Section 2.5 Acknowledgment and Representation. Each Party understands that the Services provided hereunder are transitional in nature. Each Party understands and agrees that the other Party is not in the business of providing Services to Third Parties and, except as set forth in Section 6.2, that neither Party has any interest in continuing (i) any Service beyond the Service Term for such Service or (ii) this Agreement beyond the expiration of all Service Terms, the Outside Date, or the earlier termination of all Services in accordance with Article VI. As a result, the Parties have allocated responsibilities and risks of loss and limited liabilities of the Parties as stated in this Agreement based on the recognition that each Party is not in the business of providing Services to non-Affiliates. Such allocations and limitations are fundamental elements of the basis of the bargain between the Parties and neither Party would be able or willing to provide the Services without the protections provided by such allocations and limitations. During the term of this Agreement, each Service Recipient agrees to work diligently and expeditiously to establish its own logistics, infrastructure and systems to enable a transition to its own internal organization or other Third Party providers of the Services and agrees to use its reasonable good faith efforts to reduce or eliminate its and its Affiliates' dependency on the Service Provider's provision of the Services as soon as is reasonably practicable.

Section 2.6 Processing of Personal Data. The Data Processing Exhibit provided as Exhibit C to the Separation Agreement shall govern any processing of Personal Data in connection with the provision of the Services hereunder.

ARTICLE III
ADDITIONAL ARRANGEMENTS

Section 3.1 Cooperation and Access.

(a) Each Service Recipient shall cooperate with the Service Provider to the extent necessary or appropriate to facilitate the performance of the Services in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, (i) each Party shall make available on a timely basis to the other Party all information and materials requested by such Party to the extent reasonably necessary for the performance or receipt of the Services, (ii) each Party shall, and shall cause the members of its Group to, upon reasonable notice, give or cause to be given to the other Party and its Affiliates and Sub-Contractors reasonable access, during regular business hours and at such other times as are reasonably required, to the relevant premises and personnel to the extent reasonably necessary for the performance or receipt of the Services and (iii) each Party shall, and shall cause the members of its Group to, give the other Party and its Affiliates and Sub-Contractors reasonable access to, and all necessary rights to

utilize, such Party's, and its Group's, information, facilities, personnel, assets, systems and technologies to the extent reasonably necessary for the performance or receipt of the Services.

(b) Each Party shall (and shall cause the members of its Group and its personnel and the personnel of its Affiliates and Sub-Contractors providing or receiving Services to): (i) not attempt to obtain access to or use any information technology systems of the other Party or any member of the other Party's Group, or any Confidential Information, Personal Data or competitively sensitive information owned, used or Processed by the other Party, except where it has been granted in writing the right to do so or, to the extent reasonably necessary to do so, to provide or receive the Services; (ii) maintain reasonable security measures to protect the systems of the other Party and the members of its Group to which it has access pursuant to this Agreement from access by unauthorized Third Parties; (iii) comply with applicable Laws and all of the other Party's security rules, access agreements, and procedures for restricting access and use, when allowed, to such other Party's information technology systems; (iv) when on the property of the other Party or any of its Affiliates, or when given access to any facilities, infrastructure or personnel of the other Party or any of its Affiliates, follow applicable Laws and all of the other Party's policies and procedures concerning health, safety, conduct and security which are made known to the Party receiving such access from time to time; (v) limit each user's access to information for which each user has a *bona fide* business need to access; and (vi) not disable, damage or erase or disrupt, interfere with or impair the normal operation of the information technology systems of the other Party or any member of its Group.

(c) Each Service Provider shall: (i) notify the Service Recipient of any confirmed misuse, disclosure or loss of, or inability to account for, any Personal Data or any confidential or competitively sensitive Information, and any confirmed unauthorized access to the Service Provider's facilities, systems or network, in each case, solely to the extent related to the Service Recipient; (ii) investigate such confirmed security incidents and reasonably cooperate with Service Recipient's incident response team, supplying logs and other necessary information to mitigate and limit the damages resulting from such a security incident; and (iii) subject to applicable Law, use commercially reasonable efforts to comply with any reasonable requests to assist the Service Recipient with its electronic discovery obligations related to Services provided to the Service Recipient; provided that the Service Recipient agrees to reimburse the Service Provider for time spent and actual travel expenses reasonably incurred for such response.

(d) In the event of a security breach that relates to the Services, the Parties shall, subject to any applicable Law, reasonably cooperate with each other regarding the timing and manner of (i) notification to their respective customers, potential customers, employees or agents concerning a breach or potential breach of security and (ii) disclosures to appropriate Governmental Authorities.

Section 3.2 Intellectual Property.

(a) Each Party (such Party in its capacity as "Licensor"), on behalf of itself and its Affiliates, hereby grants to the other Party (such Party in its capacity as "Licensee") a non-exclusive, nontransferable, worldwide, royalty-free, non-sublicensable (other than to the members of the Licensee's Group and Sub-Contractors providing or receiving Services under

this Agreement) license under the Intellectual Property Rights owned or freely sublicensable (without payment or other obligation by the applicable Licensor or its Affiliates) by the Licensor or its Affiliates, solely for the purposes of the Licensee and the members of its Group to perform their obligations hereunder or receive the Services provided hereunder and for the use and exploitation of deliverables provided as part of the Services in a manner consistent with the purpose for which those deliverables were provided, as applicable. The term of the foregoing license shall continue only during the term of this Agreement, provided that the term of such license shall be perpetual with respect to any Intellectual Property Rights to the extent necessary for the use or exploitation of Designated Work Product.

(b) Subject to the terms of the Separation Agreement, each Service Provider acknowledges and agrees that the Designated Work Product is and shall be the exclusive property of the applicable Service Recipient. The Service Provider acknowledges and agrees that, to the fullest extent permitted under applicable Law, the Designated Work Product is a "work made for hire," as that phrase is defined in the Copyright Act of 1976 (17 U.S.C. §101), for the Service Recipient. To the extent title to any Designated Work Product vests in the Service Provider by operation of Law, Service Provider hereby assigns (and shall cause any such other Service Provider, and any Affiliate or Sub-Contractor of such Service Provider, to assign) to the Service Recipient all right, title and interest in and to such Designated Work Product (including any Intellectual Property Rights constituting Designating Work Product), and the Service Provider shall (and shall cause any Affiliate or Sub-Contractor of such Service Provider to) provide such assistance and execute such documents as the Service Recipient may reasonably request to assign to the relevant Service Recipient all right, title and interest in and to such work product. Each Service Recipient acknowledges and agrees that it will acquire no right, title or interest to any work product resulting from the provision of the Services hereunder that is not Designated Work Product, and such other work product shall remain the exclusive property of the Service Provider.

(c) The Parties acknowledge that it may be necessary for each of them to make proprietary or Third Party software available to the other in the course and for the purpose of performing or receiving Services (as applicable), subject to Section 2.1(h) in the case of Third Party software. Each Party (i) shall comply with all known license terms and conditions applicable to any and all proprietary or Third Party software made available to such Party by the other Party in the course of the provision or receipt (as applicable) of Services hereunder and (ii) agrees that it shall use reasonable efforts to identify and provide to the other Party a copy of the applicable license terms (or, solely with respect to open source software or other software with publicly available license terms, information sufficient to direct such other Party to a copy thereof) for any and all such proprietary or Third Party software first made available to such other Party as of or after the Effective Date, solely to the extent such provision would not violate the providing Party's duty of confidentiality owed to any Third Party.

(d) Except as expressly specified in this Section 3.2, nothing in this Agreement will be deemed to grant one Party, by implication, estoppel or otherwise, any ownership rights in any Intellectual Property Rights owned by the other Party (or any Affiliate or Sub-Contractor of the other Party).

Section 3.3 IT Agreements. The Service Recipient acknowledges and agrees that the Services provided by the Service Provider through Third Parties or using Third Party Intellectual Property are subject to the terms and conditions of any applicable agreements between the Service Provider and such Third Parties (such agreements, the "**IT Agreements**"), as set forth on Exhibit E. The Service Provider shall use commercially reasonable efforts to obtain any Consent of any Person that may be necessary for the performance of the Service Provider's obligations pursuant to this Agreement in accordance with Section 2.1(h) (it being understood that the Service Recipient shall only be granted access to the services provided under IT Agreements during the term of this Agreement, and shall thereafter be responsible for obtaining its own standalone licenses with the applicable Third Party providers).

Section 3.4 Certain Supplier Agreements. For a period of one (1) year following the Effective Date, Automation shall, and shall cause the members of the Automation Group to, cooperate in any reasonable and permissible arrangement to provide that Aerospace and the other members of the Aerospace Group shall receive the interest in the benefits and obligations under the Certain Supplier Agreements in accordance with the provisions of such Certain Supplier Agreement. Payments due to a Third Party for use of the Certain Supplier Agreements by the Aerospace Business shall either, at Automation's sole option, be (i) paid by the member of the Aerospace Group receiving the benefit of such Certain Supplier Agreement or (ii) paid by a member of the Automation Group and charged by Automation to Aerospace on a pass-through basis. Any internal or Third Party costs incurred by Automation in connection with Automation's cooperation in accordance with this Section 3.4 shall be charged by Automation to Aerospace on a pass-through basis. Without limiting Aerospace's obligations under Article VIII, Aerospace shall indemnify and hold harmless any member of the Automation Group party to such Certain Supplier Agreement for any Liability arising out of, in connection with or by reason of Aerospace's use of the Certain Supplier Agreements and Automation's cooperation in accordance with this Section 3.4.

ARTICLE IV
COMPENSATION

Section 4.1 Compensation for Services. In each case except as expressly provided in Exhibit A:

(a) As compensation for each Service rendered pursuant to this Agreement, Service Recipient Parent (on behalf of the Service Recipients who are members of its Group) shall be required to pay to Service Provider Parent (on behalf of the Service Providers who are members of its Group) a fee for each Service provided to any members of the Service Recipient Parent's Group equal to the Cost of Services specified for such Service in Exhibit A (each fee, together with any applicable Third Party Expenses and Hourly Services Expenses, constituting a "**Service Charge**").

(b) For Services with fees determined on an hourly basis (the "**Hourly Services**"), the Cost of Services are exclusive of any Third Party fees, costs and expenses that may be incurred by the Service Provider or any Sub-Contractor in connection with performing the Services (such fees, costs and expenses, "**Third Party Expenses**"). All of the

fees determined on an hourly basis described in this Section 4.1(b) ("**Hourly Services Expenses**") shall be charged by the Service Provider Parent (on behalf of the Service Providers who are members of its Group) to the Service Recipient Parent (on behalf of the Service Recipients who are members of its Group) on a pass-through basis. For the avoidance of doubt, the Hourly Services Expenses shall be consistent with the Service Provider Parent's general approach with respect to such types of costs and expenses; provided that with respect to any Service, the Service Recipient Parent's prior written approval shall be required to the extent that Hourly Services Expenses exceed fifteen percent (15%) of the Service Charge paid and payable to the Service Provider Parent (on behalf of the Service Providers who are members of its Group) for such Service in any calendar quarter. At Service Provider Parent's option, Third Party Expenses may be designated as pass-through charges to be paid directly by Service Recipient Parent (on behalf of the Service Recipients who are members of its Group) to the applicable Third Party or may be initially paid by Service Provider Parent (on behalf of the Service Providers who are members of its Group) and invoiced to Service Recipient Parent in accordance with Section 4.2.

(c) The Service Charge shall be exclusive of Taxes. The amount of any and all sales, value-added, goods and services or similar Taxes that are assessed, imposed, sustained, incurred, levied and measured on or by: (i) the cost, value or price of Services provided by the applicable Service Provider under this Agreement or (ii) the applicable Service Provider's cost of acquiring property or services used or consumed by such Service Provider in providing Services under this Agreement ("**Sales and Service Taxes**") shall be borne by the applicable Service Recipient Parent or its applicable Subsidiary. To the extent such Sales and Service Taxes are borne by the Service Provider or a member of its Group, such Taxes shall be promptly paid to the Service Provider Parent or its applicable Subsidiary by the Service Recipient Parent or its applicable Subsidiary in accordance with Section 4.2 or as otherwise mutually agreed in writing by the Parties. For the avoidance of doubt, such payment shall be in addition to the Service Charge, without duplication of any applicable Cost of Services set forth in Exhibit A. Notwithstanding the foregoing, (i) in the case of value-added Taxes, neither the Service Recipient Parent nor its Subsidiaries shall be obligated to pay such Taxes, unless the Service Provider Parent or its applicable Subsidiary has issued to the Service Recipient Parent or its applicable Subsidiary a valid value-added Tax invoice in respect thereof, and (ii) in the case of all Sales and Service Taxes, neither the Service Recipient Parent nor its Subsidiaries shall be obligated to pay such Taxes if and to the extent that the Service Recipient Parent or its applicable Subsidiaries have provided any valid exemption certificates or other applicable documentation that would eliminate or reduce the obligation to collect or pay such Taxes, to the extent permitted by applicable Law. The Parties shall cooperate in good faith (including by using commercially reasonable efforts to establish local subcontracting and/or payment arrangements between Service Provider Parent's relevant Subsidiaries and Service Recipient Parent's relevant Subsidiaries) in order to (i) reduce or eliminate any Sales and Service Taxes and (ii) maximize the ability to obtain a credit for, or refund of, Sales and Service Taxes. At the reasonable written request and sole expense of the Service Recipient Parent (or its applicable Subsidiary), the Service Provider Parent and its applicable Subsidiaries shall reasonably cooperate with the Service Recipient Parent and its applicable Subsidiaries in the pursuit of the refund of any Sales and Service Taxes by the Service Recipient Parent and its applicable Subsidiaries; provided, that

in the event that the Service Provider Parent or any of its Subsidiaries receives a refund of any Sales and Service Taxes paid to the Service Provider Parent or any of its Subsidiaries by the Service Recipient Parent or any of its Subsidiaries pursuant to this Section 4.1(c) and previously remitted to the applicable Governmental Authority, the Service Provider Parent shall promptly surrender such refund, or cause such refund to be surrendered, to the Service Recipient Parent or its applicable Subsidiary.

(d) Each Service Provider Parent and its applicable Subsidiaries and each Service Recipient Parent and its applicable Subsidiaries shall pay and be responsible for all Taxes (other than such Taxes described in Section 4.1(c)) applicable to each of them in connection with this Agreement, including Taxes based on its own respective net income or profits or assets.

(e) Either Party shall have the right to deduct or withhold from any amounts payable under this Agreement such amounts as are required by applicable Law to be deducted or withheld with respect thereto and, to the extent such deducted or withheld amounts are duly remitted to the appropriate Governmental Authority, such deducted or withheld amounts shall be treated as paid to the Person in respect of which such deduction or withholding was made for all purposes of this Agreement. The Parties shall cooperate in good faith to reduce or eliminate withholding with respect to any amounts payable under this Agreement. Notwithstanding the foregoing, if the Service Provider Parent reasonably believes that a reduced rate of withholding applies or the Service Provider Parent or its applicable Subsidiary is exempt from withholding, then the Service Provider Parent or its applicable Subsidiary shall notify the Service Recipient Parent or its applicable Subsidiary and the Service Recipient Parent or its applicable Subsidiary shall, to the extent permitted by applicable Law, apply such reduced rate of withholding or no withholding at such time as the Service Provider Parent or its applicable Subsidiary has provided the Service Recipient Parent or its applicable Subsidiary with evidence reasonably satisfactory to the Service Recipient or its applicable Subsidiary that a reduced rate of withholding is applicable (and that all necessary administrative provisions or requirements have been completed). The Service Recipient Parent or its applicable Subsidiary shall duly and timely remit to the appropriate Governmental Authority any amounts required to be deducted or withheld and shall promptly provide to the Service Provider Parent or its applicable Subsidiary receipts or other documents evidencing such payment of any such deducted or withheld amount to the applicable Governmental Authority. Neither the Service Recipient Parent nor its Subsidiaries shall be required in any circumstances to pursue any refund of Taxes so deducted or withheld and paid over to a Governmental Authority; provided, that (i) the Service Recipient Parent shall, at the Service Provider Parent's reasonable request and sole expense, cooperate, and cause its applicable Subsidiaries to cooperate, with the Service Provider Parent and its applicable Subsidiaries in the pursuit of such refund of Taxes by the Service Provider Parent or its applicable Subsidiaries, and (ii) in the event that the Service Recipient Parent or any of its Subsidiaries receive a refund of any amounts previously withheld from payments to the Service Provider Parent or its Subsidiaries and remitted to the applicable Governmental Authority, the Service Recipient shall promptly surrender such refund, or cause such refund to be surrendered, (net of costs, including Taxes) to the Service Provider Parent or its applicable Subsidiary. The Parties shall cooperate in good faith (including by using commercially reasonable efforts to

establish local subcontracting and/or payment arrangements between Service Provider Parent's relevant Subsidiaries and Service Recipient Parent's relevant Subsidiaries) in order to reduce or eliminate any withholding Taxes.

(f) Each of the Parties shall promptly notify, or cause their applicable Subsidiaries to notify, the other Party or its applicable Subsidiaries of any deficiency claim or similar notice by a Governmental Authority with respect to Sales and Service Taxes or withholding on any amounts payable under this Agreement, and shall provide the other with such information as reasonably requested from time to time, and shall fully cooperate with the other Party and its applicable Subsidiaries, as applicable, in connection with (i) the reporting of, (ii) any audit relating to, and (iii) any assessment, refund, claim or proceeding relating to, in each case, such Sales and Service Taxes or withholding.

(g) Except as otherwise specifically provided in this Agreement, Tax matters shall be exclusively governed by the Tax Matters Agreement and, in the event of any inconsistency between the Tax Matters Agreement and this Agreement, the Tax Matters Agreement shall control.

Section 4.2 Payment Terms.

(a) The Service Provider Parent (on behalf of the Service Providers who are members of its Group) shall bill the Service Recipient Parent (on behalf of the Service Recipients who are members of its Group) monthly in U.S. Dollars, within thirty (30) business days after the end of each month, or at such other interval specified with respect to a particular Service in Exhibit A at an amount equal to the aggregate Service Charges due for all Services provided in such month or other specified interval, as applicable, plus any Taxes that are the responsibility of the Service Recipient pursuant to this Agreement. Invoices shall set forth a description of the Services provided and reasonable documentation to support the charges thereon, which invoice and documentation shall be in the same level of detail and in accordance with the procedures for invoicing as provided to the applicable Service Provider Parent's other businesses. Invoices shall be directed to the Service Coordinator appointed by Automation or Aerospace, as applicable, or to such other Person designated in writing from time to time by such Service Coordinator. The Service Recipient Parent shall pay such amount in full within thirty (30) days after receipt of each invoice by wire transfer of immediately available funds to the account designated by the Service Provider Parent for this purpose. If the thirtieth (30th) day falls on a weekend or a holiday, the Service Recipient Parent shall pay such amount on or before the following business day. Each invoice shall set forth in reasonable detail the calculation of the charges and amounts and applicable Sales and Service Taxes for each Service during the month or other specified interval to which such invoice relates. In addition to any other remedies for non-payment, if any payment is not received by the Service Provider Parent on or before the date such amount is due, then a late payment interest charge, calculated at the annual rate equal to the "Prime Rate" as reported on the thirtieth (30th) day after the date of the invoice in The Wall Street Journal (or, if such day is not a business day, the first business day immediately after such day), calculated on the basis of a year of 360 days and the actual number of days elapsed between the end of the thirty (30)-day payment period and the actual payment date, shall

immediately begin to accrue and any such late payment interest charges shall become immediately due and payable in addition to the amount otherwise owed under this Agreement. The Service Recipient Parent may elect by written notice to the Service Provider Parent to have invoices directed to and paid by any of the Service Recipient Parent's Affiliates and, in such event, the Service Recipient Parent will make appropriate arrangements for the internal allocation of such invoiced costs within its Group. The Parties shall cooperate to achieve an invoicing structure that minimizes taxes for both Parties, including by implementing a local-to-local invoicing structure where applicable.

(b) The Service Recipient Parent shall notify the Service Provider Parent promptly, and in no event later than thirty (30) days following receipt of the Service Provider Parent's invoice, of any amounts disputed in good faith. If the Service Recipient Parent does not notify the Service Provider Parent of any disputed amounts within such thirty (30)-day period, then the Service Recipient Parent will be deemed to have accepted the Service Provider Parent's invoice. Any objection to the amount of any invoice shall be deemed to be a Dispute hereunder subject to the provisions applicable to Disputes set forth in Article IX. The Service Recipient Parent shall pay any undisputed amount, and all Taxes (whether or not disputed), in accordance with this Section 4.2. The Service Provider Parent shall, upon the written request of the Service Recipient Parent, furnish such reasonable documentation to substantiate the amounts billed, including listings of the dates, times and amounts of the Services in question where applicable and practicable. The Service Recipient Parent may withhold any payments subject to a Dispute other than Taxes; provided that any disputed payments, to the extent ultimately determined to be payable to the Service Provider Parent, shall bear interest as set forth in Section 4.2(a).

(c) Subject to Section 4.2(b), the Service Recipient Parent shall not withhold any payments to the Service Provider Parent under this Agreement in order to offset payments due to such Service Recipient Parent or any members of Service Recipient Parent's Group pursuant to this Agreement, the Separation Agreement, any Ancillary Agreement or otherwise, unless such withholding is mutually agreed by the Parties or is provided for in the final ruling of a court having jurisdiction pursuant to Section 10.15. Any required adjustment to payments due hereunder will be made as a subsequent invoice.

Section 4.3 DISCLAIMER OF WARRANTIES. WITHOUT LIMITATION TO THE COVENANTS RELATING TO THE PROVISION OF SERVICES SET FORTH IN SECTION 2.1(e), THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS-IS" BASIS AND ARE FURNISHED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. EACH SERVICE PROVIDER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. NO MEMBER OF THE AUTOMATION GROUP OR THE AEROSPACE GROUP, AS SERVICE PROVIDER, MAKES ANY REPRESENTATION OR WARRANTY THAT ANY SERVICE COMPLIES WITH ANY LAW, DOMESTIC OR FOREIGN. THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS

EXPRESSLY SET FORTH HEREIN, THE SERVICE RECIPIENTS ASSUME ALL RISKS AND LIABILITIES ARISING FROM OR RELATING TO THEIR USE OF AND RELIANCE UPON THE SERVICES.

Section 4.4 Books and Records. Each Party shall, and shall cause the members of its respective Group to, maintain complete and accurate books of account as necessary to support calculations of the Cost of Services for Services rendered or received under this Agreement. Each Party shall make such books available to the other Party, upon reasonable notice and during normal business hours; provided, however, that to the extent such books contain Information relating to any other aspect of a Party's respective business unrelated to this Agreement or the Services, the Parties shall negotiate in good faith a procedure to provide the requesting Party with necessary access while preserving the confidentiality of such other records.

ARTICLE V
CONFIDENTIALITY

Section 5.1 Confidential Information. As used herein, "**Confidential Information**" means any confidential and proprietary information of a Party or Third Party, regardless of form, including information that: (a) if disclosed in writing, is labeled as "confidential" or "proprietary"; (b) if disclosed orally, is designated confidential at disclosure; (c) by nature or the circumstances of its disclosure, should reasonably be considered as confidential; or (d) constitutes confidential information or data related to the Services, including Know-How, trade secrets, algorithms, source code, product/service specifications, prototypes, product roadmaps, Software, product pricing, marketing plans, financial data, personnel statistics, methods of manufacturing and processing, techniques, research, development, inventions (whether or not patentable and whether or not reduced to practice), data, ideas, concepts, drawings, designs and schematics. Notwithstanding the foregoing, the term "Confidential Information" shall not include information which: (i) rightfully becomes publicly available other than by a breach of a duty to the Disclosing Party or violation of Law; (ii) is rightfully received by the Receiving Party from a Third Party without any obligation of confidentiality; (iii) as evidenced by the Receiving Party's written records, is rightfully known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party; or (iv) is independently developed by or on behalf of the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party as shown by competent evidence.

Section 5.2 Confidentiality Obligations. Each Party and its Affiliates that receives, obtains or otherwise become aware of under or in connection with this Agreement (the "**Receiving Party**") any Confidential Information of the other Party or its Affiliates (the "**Disclosing Party**"), respectively, agrees to (a) keep the Disclosing Party's Confidential Information confidential, (b) use the Disclosing Party's Confidential Information only as necessary to perform its obligations, exercise its rights under this Agreement or otherwise in connection with a Dispute, (c) use a reasonable degree of care in keeping the Disclosing Party's Confidential Information confidential, and (d) limit access to the Disclosing Party's Confidential Information to its personnel, Affiliates, assignees, contractors, Sub-Contractors, sublicensees, authorized representatives and advisors (including any financial, tax, legal and technical advisors), in each case, who have a need to access or know such Confidential Information for the

purpose of performing its obligations and exercising its rights under this Agreement and who have been apprised of these confidentiality obligations, and with respect to any such Third Party, have agreed to protect the confidentiality of such Confidential Information in a manner that is no less restrictive than the Receiving Party's obligations hereunder (and, for clarity, the Receiving Party shall remain responsible to the Disclosing Party for the compliance with such obligations (including obligations of non-use, non-disclosure and confidentiality) of its personnel, Affiliates and such Third Parties who receive such Confidential Information). Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to grant to the Receiving Party any rights in or to any Confidential Information of the Disclosing Party.

Section 5.3 Disclosure Required by Law. In the event that the Receiving Party is requested or required by Law (including subpoena or court order) to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall, to the extent legally permissible, provide prompt written notice to the Disclosing Party of such request or requirement, so that the Disclosing Party will have a reasonable opportunity to seek confidential treatment of such Confidential Information prior to its disclosure (whether through protective orders or otherwise) and, upon request, the Receiving Party shall reasonably cooperate with the Disclosing Party in seeking confidential treatment of such Confidential Information or other appropriate relief from such Law. If, in the absence of a protective order, other confidential treatment or waiver under this Agreement, the Receiving Party is advised by its outside legal counsel that it is legally required to disclose such Confidential Information, the Receiving Party may disclose such Confidential Information without liability under this Article V; provided that the Receiving Party exercises commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any such Confidential Information prior to its disclosure and discloses only the minimum amount of such Confidential Information necessary to comply with such Law. Similarly, with respect to any disclosure of Confidential Information in connection with a Dispute, the Receiving Party shall exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded to any Confidential Information of the Disclosing Party prior to its disclosure.

Section 5.4 Disclosure in Connection with Due Diligence. The terms of this Agreement shall be the Confidential Information of both Parties. A Party may provide this Agreement to any Third Party, subject to confidentiality obligations no less restrictive than those set forth in this Article V, if required to do so in connection with any diligence for any actual or potential bona fide business transaction with such Third Party related to the subject matter of this Agreement (including an acquisition, divestiture, merger, consolidation, asset sale, financing or public offering).

ARTICLE VI
TERM

Section 6.1 Commencement. This Agreement is effective as of the Effective Date and shall remain in effect with respect to a particular Service until the end of the Service Term for such Service, unless this Agreement is earlier terminated (i) in its entirety or with respect to a particular Service, in each case in accordance with Section 6.2 or Section 6.3, or (ii) by mutual consent of the Parties; provided that in no event shall this Agreement and the Services provided

hereunder continue beyond the date that is twenty-four (24) months from the Effective Date (the "**Outside Date**"). Notwithstanding anything to the contrary contained herein, if the Separation Agreement shall be validly terminated in accordance with its terms, this Agreement shall be automatically terminated with no further action by the Parties and shall be of no force and effect.

Section 6.2 Termination.

(a) Except as otherwise provided by Law, this Agreement may be terminated by either Party at any time upon written notice to the other Party, if (A) the other Party is adjudicated as bankrupt, (B) any insolvency, bankruptcy or reorganization proceeding is commenced by the other Party under any insolvency, bankruptcy or reorganization act, (C) any action is taken by others against the other Party under any insolvency, bankruptcy or reorganization act and such Party fails to have such proceeding stayed or vacated within ninety (90) days or (D) if the other Party makes an assignment for the benefit of creditors, or a receiver is appointed for the other Party which is not discharged within thirty (30) days after the appointment of the receiver.

(b) Either Party may terminate this Agreement in the event of a Change of Control of the other Party, if the acquirer in such Change of Control is a competitor of the terminating Party, as reasonably determined by the terminating Party in good faith, taking into account all relevant factors (including the nature and extent of such acquirer's competition with the other Party). If a Party terminates this Agreement in accordance with this Section 6.2(b), the other Party shall be liable for any applicable Termination Charges.

Section 6.3 Service Termination.

(a) Unless otherwise indicated in Part I or Part II of Exhibit A hereto, a Service Recipient may from time to time terminate any individual Service, subject to Section 6.3(d), for any reason or no reason, upon the giving of at least ninety (90) day's prior written notice to the Service Provider; provided, however, that if Part I or Part II of Exhibit A hereto sets forth a different notice period, then the Service Recipient shall instead be required to comply with such different notice period; and provided, further, that any such termination shall be subject to the obligation to pay any applicable Termination Charges pursuant to Section 6.4. In the event that any Service Recipient requests to terminate a discrete part, but not the entirety, of any individual Service or requests to terminate an individual Service that is specified on Exhibit A as being bundled with other Services (a "**Partial Service Termination**"), Service Provider shall consider such request in good faith. If the Service Provider agrees to such Partial Service Termination, the Parties shall negotiate in good faith and mutually agree on the necessary amendments to this Agreement and the Exhibits hereto to accommodate such Partial Service Termination; provided that Recipient shall be liable for any applicable Early Termination Costs.

(b) If the Service Provider or the Service Recipient materially breaches any of its respective obligations under this Agreement with respect to a Service (and the period for resolution of the Dispute relating to such breach set forth in Section 9.1 has expired), the non-breaching Service Recipient or the Service Provider, as applicable, may terminate this Agreement with respect to the Service to which such obligations apply, effective upon not less

than thirty (30)-days' written notice of termination to the breaching Party, if the breaching Party does not cure such default within thirty (30) days after receiving written notice thereof from the non-breaching Party; provided, however, that such termination right shall not be available to the extent the breaching Party is not able to cure such breach as a result of the other Party's or its Affiliates' breach of this Agreement). The termination of this Agreement with respect to any Service pursuant to this Section 6.3 shall not affect the Parties' rights or obligations under this Agreement with respect to any other Service.

(c) In the event that a Service Provider reduces or suspends the provision of any Service due to a Force Majeure Event and such reduction or suspension continues for fifteen (15) days, the Service Recipient may immediately terminate such Service, upon written notice and without any obligations therefor (except that the Service Recipient shall continue to be liable with respect to any Service Charges in respect thereof which were incurred prior to such reduction, suspension or termination).

(d) Notwithstanding anything to the contrary in this Section 6.3, Service Recipient may only terminate a Service before the end of the relevant Service Period if it also terminates all other Services that are identified in Part I or Part II of Exhibit A, as applicable, as being depending on that Service. The Parties acknowledge and agree that (i) there may be additional interdependencies among the Services being provided under this Agreement that are not expressly included in Part I or Part II of Exhibit A, (ii) upon the request of either Party, the Parties shall cooperate and act in good faith to determine whether (x) any such additional interdependencies exist with respect to the particular Service that a party is seeking to terminate pursuant to Section 6.3 and (y) in the case of such termination, the Service Provider's ability to provide a particular Service in accordance with this Agreement would be adversely affected by such termination of another Service, and (iii) if the Parties have determined that such additional interdependencies exist (and, in the case of such termination that the Service Provider's ability to provide a particular Service in accordance with this Agreement would be adversely affected by such termination), the Parties shall negotiate in good faith to amend Part I or Part II of Exhibit A, as applicable, with respect to such impacted Service to mitigate the effect of the dependency, which amendment shall be consistent with the terms of, and the pricing methodology used for, comparable Services; provided that if the Parties cannot agree despite good faith negotiation and the Service Recipient nevertheless terminates the Service that other ongoing Services are dependent on, the Service Provider shall not be liable for any failure in the ongoing Services resulting from such dependency. In no event shall the Service Period for any Service continue beyond the Service Period of any other Service upon which such Service is dependent, as identified in Part I or Part II of Exhibit A or as determined by the Parties in accordance with this Section 6.3(d).

Section 6.4 Effect of Termination.

(a) Each Party agrees and acknowledges that the obligations of each Service Provider to provide Services, or to cause Services to be provided, hereunder shall immediately cease upon (i) the expiration of the applicable Service Term, (ii) termination of (A) this Agreement in whole or (B) such Service, in each case in accordance with Section 6.1,

Section 6.2 or Section 6.3, or (iii) termination of this Agreement or such Service by mutual written consent of the Parties. Upon cessation of each Service Provider's obligation to provide any such Service, each Service Recipient shall stop using, directly or indirectly, such Service hereunder.

(b) Upon the request of a Service Recipient after the termination of a Service with respect to which the applicable Service Provider holds books, records or files, including current and archived copies of computer files (except to the extent such materials are retained in accordance with such Service Provider's standard document retention policies, are required to be retained pursuant to applicable law or are reasonably necessary to enforce the Service Provider's rights under this Agreement), (i) owned solely by a Service Recipient or its Affiliates and used by the applicable Service Provider solely in connection with the provision of a Service pursuant to this Agreement or (ii) created by a Service Provider and in the Service Provider's possession as a function of and relating solely to the provision of Services pursuant to this Agreement, such books, records and files shall either be returned to the Service Recipient or destroyed by the Service Provider, with certification of such destruction provided to the Service Recipient, other than, in each case, such books, records and files electronically preserved or recorded within any computerized data storage device or component (including any hard-drive or database) pursuant to automatic or routine backup procedures generally accessible only by legal, IT or compliance personnel for such purposes, which such books, records and files will not be used by the Service Provider for any other purpose. Each Service Recipient shall bear the Service Provider's reasonable, necessary and actual out-of-pocket costs and expenses associated with the return or destruction of such books, records or files. At its expense, each Service Provider may make one copy of such books, records or files for its legal files, subject to such Party's obligations under Article V.

(c) In the event that any Service is terminated other than at the end of a month, and the Service Charge associated with such Service is determined on a monthly basis, a Service Provider shall bill the Service Recipient for the entire month in which such Service is terminated.

(d) In the event of a termination under Section 6.2 or Section 6.3(a), the Service Recipient shall pay to the Service Provider any breakage or termination fees, and other termination costs payable by the Service Provider, solely as a result of the early termination of such Service (or portion thereof) or this Agreement, with respect to any reasonable and documented costs or expenses already incurred or that will become due for payment by the Service Provider or its Affiliates at or following the date of termination of any Service (or portion thereof) in anticipation of providing the terminated Services (or portions hereof) for the full Service Period (or an equitably allocated portion thereof, in the case of any such equipment, resources or agreements that also were used for purposes other than providing Services) ("**Termination Charges**"). The Service Provider will provide to the Service Recipient an invoice for the Termination Charges within thirty (30) days following the date of any termination contemplated by this Section 6.4(d) and will provide reasonable documentary evidence to substantiate such Termination Charges.

(e) In the event of any termination of this Agreement in its entirety or with respect to any Service, each Party, the Service Provider and the Service Recipient shall remain liable for all of their respective obligations that accrued hereunder prior to the date of such termination, including all obligations of each Service Recipient to pay any Service Charges due to any Service Provider hereunder.

(f) Upon the expiration or termination of this Agreement as a whole, the Service Recipient shall promptly return, or cause to be returned, to the Service Provider (or, at the Service Recipient's option, promptly destroy or cause to be destroyed) any and all Confidential Information of the Service Provider in the possession of the Service Recipient and its Affiliates (except to the extent that the Service Recipient is otherwise permitted to continue to possess such Confidential Information (*e.g.*, under another Ancillary Agreement, or because such Confidential Information is also Confidential Information of the Service Recipient)).

(g) The following matters shall survive the termination of this Agreement, including the rights and obligations of each Party thereunder, in addition to any claim for breach arising prior to termination: Article I, Section 3.2(a), Section 3.2(b), Article IV, this Section 6.4, Article VII (including liability in respect of any indemnifiable Liabilities under this Agreement arising or occurring on or prior to the date of termination), Article IX, Article X and all confidentiality obligations under this Agreement (including, for clarity, Article V).

ARTICLE VII
INDEMNIFICATION; LIMITATION OF LIABILITY

Section 7.1 Indemnification by Aerospace.

(a) Aerospace, in its capacity as a Service Recipient and on behalf of each member of its Group in its capacity as a Service Recipient, shall indemnify, defend and hold harmless Automation and the other Automation Indemnitees from and against any and all Liabilities incurred by such Automation Indemnitees and arising out of, in connection with or by reason of any Services provided by or on behalf of any member of the Automation Group hereunder, except to the extent such Liabilities arise out of an Automation Group member's (i) material breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence, fraud or willful misconduct in providing the Services.

(b) Aerospace, in its capacity as a Service Provider and on behalf of each member of its Group in its capacity as a Service Provider, shall indemnify, defend and hold harmless Automation and the other Automation Indemnitees from and against any and all Liabilities incurred by such Automation Indemnitees and arising out of, in connection with or by reason of any Services provided by any member of the Aerospace Group hereunder, which Liabilities result from an Aerospace Group member's (i) material breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence, fraud or willful misconduct in providing the Services.

Section 7.2 Indemnification by Automation.

(a) Automation, in its capacity as a Service Recipient and on behalf of each member of its Group in its capacity as a Service Recipient, shall indemnify, defend and hold harmless Aerospace and the other Aerospace Indemnitees from and against any and all Liabilities incurred by such Aerospace Indemnitees and arising out of, in connection with or by reason of any Services provided by any member of the Aerospace Group hereunder, except to the extent such Liabilities arise out of an Aerospace Group member's (i) material breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence, fraud or willful misconduct in providing the Services.

(b) Automation, in its capacity as a Service Provider and on behalf of each member of its Group in its capacity as a Service Provider, shall indemnify, defend and hold harmless Aerospace and the other Aerospace Indemnitees from and against any and all Liabilities incurred by such Aerospace Indemnitees and arising out of, in connection with or by reason any Services provided by any member of the Automation Group hereunder, which Liabilities result from an Automation Group member's (i) material breach of this Agreement, violation of Laws in providing the Services or (iii) gross negligence, fraud or willful misconduct in providing the Services.

Section 7.3 Indemnification Procedures. The provisions of Section 6.4 and Section 6.5 of the Separation Agreement shall govern claims for indemnification under this Agreement; provided that, for purposes of this Section 7.3, in the event of any conflict between the provisions of Section 6.4 and Section 6.5 of the Separation Agreement and this Article VII, the provisions of this Agreement shall control. The procedures related to indemnification for Tax matters shall be exclusively governed by the Tax Matters Agreement.

Section 7.4 Exclusion of Other Remedies. Without limiting the rights under Section 10.16, the provisions of Section 7.1 and Section 7.2 shall, to the maximum extent permitted by applicable Law, be the sole and exclusive remedies of the Automation Group and the Aerospace Group, as applicable, for any Liability, whether arising from statute, principle of common or civil law, principles of strict liability, tort, contract or otherwise under this Agreement.

Section 7.5 Other Indemnification Obligations Unaffected. For the avoidance of doubt, this Article VII applies solely to the specific matters and activities covered by this Agreement (and not to matters specifically covered by the Separation Agreement or the other Ancillary Agreements).

Section 7.6 Limitation on Liability.

(a) No Service Provider or Service Recipient, in its capacity as such, nor any member of its Group acting in the capacity of a Service Provider or Service Recipient, as applicable, shall be liable (whether such liability is direct or indirect, in contract or tort or otherwise) to the Service Recipient or Service Provider, as applicable, or its Affiliates for any Liabilities arising out of, related to or in connection with the Services or this Agreement, except

to the extent that such Liabilities arise out of such Service Provider's or Service Recipient's (or a member of its Group's), as applicable, (i) material breach of this Agreement, (ii) violation of Laws in providing or receiving the Services, as applicable, or (iii) gross negligence, fraud or willful misconduct in providing or receiving the Services, as applicable; provided that nothing in this Section 7.6 shall be deemed to limit the Service Recipient's or Service Providers, as applicable, rights under Section 7.6(d) regarding Insurance Proceeds in respect of Third Party Claims.

(b) IN NO EVENT SHALL ANY SERVICE PROVIDER OR SERVICE RECIPIENT, IN ITS CAPACITY AS SUCH, NOR ANY MEMBER OF ITS GROUP ACTING IN THE CAPACITY OF A SERVICE PROVIDER OR SERVICE RECIPIENT, AS APPLICABLE, BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE TO THE SERVICE RECIPIENT OR SERVICE PROVIDER, AS APPLICABLE, OR ANY OF ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS) AS A RESULT OF ANY BREACH, PERFORMANCE OR NON-PERFORMANCE BY THE SERVICE PROVIDER OR SERVICE RECIPIENT, AS APPLICABLE, ITS AFFILIATES OR ITS SUB-CONTRACTORS UNDER THIS AGREEMENT, EXCEPT AS MAY BE PAYABLE TO A CLAIMANT IN A THIRD PARTY CLAIM.

(c) EACH GROUP'S TOTAL LIABILITY, IN ITS CAPACITY AS A SERVICE PROVIDER OR SERVICE RECIPIENT, AS APPLICABLE, TO THE OTHER GROUP ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT FOR ALL CLAIMS SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID TO IT (IN THE CASE OF SERVICE PROVIDER) OR PAID BY IT (IN THE CASE OF SERVICE RECIPIENT) FOR SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, IN THE CASE OF ANY LIABILITY TO THE OTHER GROUP ARISING OUT OF A THIRD PARTY CLAIM, EACH GROUP'S TOTAL LIABILITY IN ITS CAPACITY AS SERVICE PROVIDER OR SERVICE RECIPIENT, AS APPLICABLE, TO THE OTHER GROUP SHALL BE INCREASED BY AN AMOUNT EQUAL TO THE AMOUNT, IF ANY, OF ANY INSURANCE PROCEEDS THAT ARE ACTUALLY RECEIVED BY SUCH SERVICE PROVIDER OR SERVICE RECIPIENT, AS APPLICABLE, IN ACCORDANCE WITH SECTION 7.6(d).

(d) If a Service Provider or Service Recipient, in its capacity as such, or any member of its Group acting in the capacity of a Service Provider or Service Recipient, as applicable, shall be liable to the other Party for any Liability arising out of a Third Party Claim, the Indemnitee shall use commercially reasonable efforts to pursue and recover any available Insurance Proceeds under applicable insurance policies. The amounts for which a Party shall be liable pursuant to this Article VII shall be net of any Insurance Proceeds actually received by the Indemnitee (net of all recovery costs reasonably incurred in connection with receipt thereof).

(e) IF AND TO THE EXTENT THAT SERVICE PROVIDER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT IS CAUSED BY THE ACT OR OMISSION OF A SUB-CONTRACTOR USED BY SERVICE PROVIDER FOR THE PROVISION OF SERVICES, SERVICE PROVIDER SHALL NOT BE RESPONSIBLE, LIABLE OR OTHERWISE CONSIDERED AS BEING IN BREACH OF THIS AGREEMENT, PROVIDED THAT SERVICE PROVIDER SHALL USE ITS COMMERCIALLY REASONABLE EFFORTS TO EXERCISE AND ENFORCE ITS CONTRACTUAL RIGHTS AND SEEK TO CLAIM ANY AVAILABLE CONTRACTUAL REMEDIES IN RESPECT OF THE RELEVANT ACT OR OMISSION OF THE SUB-CONTRACTOR, AND PASS-ON TO SERVICE RECIPIENT AN EQUITABLE AND PROPORTIONATE SHARE OF THE DAMAGES OR SIMILAR AMOUNTS. ALTERNATIVELY, SERVICE PROVIDER MAY, IN ITS SOLE DISCRETION, ASSIGN TO SERVICE RECIPIENT ANY DAMAGE CLAIMS THAT IT MAY ASSERT AGAINST THE RELEVANT SUB-CONTRACTOR IN RELATION TO SERVICE RECIPIENT'S DAMAGE. IN CASE THE ACT OR OMISSION OF THE SUB-CONTRACTOR THAT CAUSED THE DAMAGE ALSO CAUSED PREJUDICE TO SERVICE PROVIDER'S OWN BUSINESS (OR THAT OF ITS AFFILIATES), THE DISTRIBUTION SHALL BE LIMITED TO A REASONABLE PRO RATA SHARE.

ARTICLE VIII
OTHER COVENANTS

Section 8.1 Attorney-in-Fact. If any documents or instruments are reasonably required to be executed in order for the Service Provider to perform and provide any Services to Service Recipient in accordance with this Agreement, then such Service Provider shall be relieved of such obligation to the extent the Service Recipient does not, following a written request from Service Provider, execute such documents or appoint the Service Provider as its attorney-in-fact for the sole purpose of executing such documents.

Section 8.2 Further Assurances. Each Party hereto shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that any other Party hereto may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

ARTICLE IX
DISPUTE RESOLUTION

Section 9.1 General. The dispute resolution procedures set forth in Article VIII of the Separation Agreement shall apply and are hereby incorporated herein by reference, *mutatis mutandis*; provided that prior to submitting a General Dispute Notice pursuant to Section 8.1(b)(i) of the Separation Agreement, the Parties shall first comply with the procedures set forth in Section 9.2.

Section 9.2 Resolution Committee. All Disputes will be first considered in person, by teleconference or by video conference by the Service Coordinators within five (5) business days

after receipt of notice from either Party specifying the nature of the Dispute (a "**Preliminary Dispute Notice**"). The Service Coordinators shall enter into negotiations aimed at resolving any such Dispute. If the Service Coordinators are unable to reach a resolution with respect to the Dispute within ten (10) business days after receipt of notice of the Dispute, the Dispute shall be referred to a Resolution Committee comprised of specified transition leaders (the "**Resolution Committee**") from Automation and Aerospace. On or prior to the Effective Date, each Party shall provide the other Party with the name and relevant contact information for its respective initial Resolution Committee member, and either Party may replace its Resolution Committee members at any time with other persons of similar seniority by providing written notice in accordance with Section 10.6. The Resolution Committee will meet (by telephone or in person) during the next ten (10) business days and attempt to resolve the Dispute. In the event that the Resolution Committee is unable to reach a resolution with respect to the Dispute within ten (10) business days of the referral of the matter to the Resolution Committee, then either Party may deliver a General Dispute Notice pursuant to Section 8.1(b)(i) of the Separation Agreement and the terms and conditions of Article VIII of the Separation Agreement shall apply as set forth in Section 9.1. Notwithstanding anything to the contrary in this Article IX, Section 9.1 and this Section 9.2 shall not deny any Party equitable remedies with respect to breaches of confidentiality obligations under Article V.

Section 9.3 Conduct During Dispute Resolution Process. Unless otherwise agreed in writing, the Parties shall, and shall cause their respective Subsidiaries to, continue to honor all commitments under this Agreement to the extent required by this Agreement during the course of any dispute resolution pursuant to the provisions of this Article IX, unless such commitments are the specific subject of the dispute at issue.

ARTICLE X
MISCELLANEOUS

Section 10.1 Title to Equipment; Title to Data.

(a) Except as otherwise expressly provided herein, each of Aerospace and Automation acknowledges that all procedures, methods, systems, strategies, tools, equipment, facilities and other resources used by any Service Provider in connection with the provision of Services shall remain the property of such Service Provider and shall at all times be under the sole direction and control of such Service Provider.

(b) Each of Aerospace and Automation acknowledges that it will acquire no right, title or interest (including any license rights or rights of use) in any firmware or software, or the licenses therefor that are owned by the other Party or its Affiliates, Subsidiaries or divisions, by reason of the provision of the Services hereunder, except as expressly provided in Section 3.2.

Section 10.2 Force Majeure. In case performance of any terms or provisions hereof shall be delayed or prevented, in whole or in part, because of or related to compliance with any Law or requirement of any national securities exchange, or because of riot, war, public disturbance, strike, labor dispute, fire, explosion, storm, flood, earthquake, pandemic, shortage of

necessary equipment, materials or labor, or restrictions thereon or limitations upon the use thereof, delays in transportation, act of God or act of terrorism or cyberterrorism, in each case, that is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, such Party is unable to prevent, or for any other reason which is not within the control of such Party whose performance is interfered with and which, by the exercise of reasonable diligence, such Party is unable to prevent (each, a "**Force Majeure Event**"), then, upon prompt written notice stating the date and extent of such interference and the cause thereof by such Party to the other Party, such Party shall be excused from its obligations hereunder during the period such Force Majeure Event or its effects continue, and no liability shall attach against either Party on account thereof; provided, however, that the Party whose performance is interfered with resumes the required performance as soon as reasonably practicable upon the cessation of the Force Majeure Event. No Party shall be excused from performance to the extent such Party fails to use commercially reasonable efforts to remedy the situation and mitigate or remove the cause and effects of the Force Majeure Event. For the avoidance of doubt, a Service Recipient shall be not liable for any services fees for any Services that are not provided due to a Force Majeure Event.

Section 10.3 Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any Third Party as creating a relationship of principal and agent, partnership or joint venture between the Parties, between a Service Provider and a Service Recipient or with any individual providing Services, it being understood and agreed that no provision contained herein, and no act of any Party or members of their respective Groups, shall be deemed to create any relationship between the Parties or members of their respective Groups other than the relationship set forth herein. Each Party shall act under this Agreement solely as an independent contractor and not as an agent or employee of any other Party or any of such Party's Affiliates.

Section 10.4 Complete Agreement; Construction. This Agreement, including the Separation Agreement, the other Ancillary Agreements and the Exhibits and Schedules hereto and thereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event of any inconsistency between this Agreement and any Exhibit hereto, the Exhibit shall prevail. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation Agreement, the provisions of this Agreement shall control with respect to the subject matter hereof.

Section 10.5 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 10.6 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 10.6 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 10.6 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.6):

To Automation:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202
Attention: Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary
Email: [***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Andrew J. Nussbaum, Esq.
Karessa L. Cain, Esq.
George N. Tepe, Esq.
Email: AJNussbaum@wlrk.com
KLCain@wlrk.com
GNTepe@wlrk.com

To Aerospace:

Honeywell Aerospace Inc.
1944 E Sky Harbor Cir N
Phoenix, AZ 85034
Attention: John Donofrio, Senior Vice President, General Counsel
Email: [***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019

Attention: Andrew J. Nussbaum, Esq.
Karessa L. Cain, Esq.
George N. Tepe, Esq.
Email: AJNussbaum@wlrk.com
KLCain@wlrk.com
GNTepe@wlrk.com

Section 10.7 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 10.8 Amendments. This Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 10.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or transferred, in whole or in part, by operation of Law or otherwise, by either Party without the prior written consent of the other Party (which consent may be granted or withheld in such other Party's sole discretion); provided, that either Party may assign or transfer, in whole or in part, by operation of Law or otherwise, without the prior written consent of the other Party, this Agreement or any of the rights, interests or obligations under this Agreement to (a) one or more of its Affiliates and (b) subject to Section 6.2(b), the successor to all or a portion of the business or assets to which this Agreement relates; provided, further, that (i) such Party shall promptly notify the other Party in writing of any assignments or transfers it makes under the foregoing clause (b) and (ii) in either case of the foregoing clauses (a) or (b), the party to whom this Agreement is assigned or transferred shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto with respect to all or such portion of this Agreement so assigned or transferred. Any purported assignment in violation of this Section 10.9 shall be void *ab initio*. No assignment or transfer shall relieve the assigning or transferring Party of any of its obligations under this Agreement that accrued prior to such assignment or transfer unless agreed to by the non-assigning or non-transferring Party. Nothing in this Section 10.9 shall affect or impair a Service Provider's ability to delegate any or all of its obligations under this Agreement to one or more Affiliates or Sub-Contractors pursuant to Section 2.1(d).

Section 10.10 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 10.11 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification or payment pursuant to this Agreement).

Section 10.12 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Date.

Section 10.13 Third Party Beneficiaries. Except with respect to indemnification obligations hereunder, this Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon Third Parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 10.14 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.15 Governing Law. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 10.16 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Indemnifiable Loss. Accordingly, from and after the Effective Date, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article X (including after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 10.17 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal,

void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.18 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 10.19 No Set-Off. Except as mutually agreed to in writing by the Parties, neither Party shall have any right of set-off or other similar rights with respect to any amounts due pursuant to this Agreement or any other amounts claimed to be owed to the other Party arising out of this Agreement.

* * * * *

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HONEYWELL INTERNATIONAL INC.

By: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Assistant Secretary

HONEYWELL AEROSPACE INC.

By: /s/ James Currier
Name: James Currier
Title: President & Chief Executive Officer

Exhibit 10.2

EXECUTION VERSION

TAX MATTERS AGREEMENT

by and between

Honeywell International Inc.

and

Honeywell Aerospace Inc.

Dated as of June 29, 2026

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "Agreement") is entered into as of June 29, 2026, by and between Honeywell International Inc., a Delaware corporation ("Automation"), and Honeywell Aerospace Inc. (f/k/a Honeywell Aerospace LLC), a Delaware corporation ("Aerospace" and, together with Automation, the "Parties" and each, a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Separation and Distribution Agreement, dated as of the date hereof, by and between the Parties (the "Separation Agreement").

W I T N E S S E T H :

WHEREAS, Automation, acting through its direct and indirect Subsidiaries, currently conducts the Aerospace Business;

WHEREAS, the Board of Directors of Automation (the "Board") has determined that it is appropriate, desirable and in the best interests of Automation and its stockholders to separate the Aerospace Business from the other businesses of Automation (the "Separation");

WHEREAS, in order to effect the Separation, the Board has determined that it is appropriate, desirable and in the best interests of Automation and its stockholders to undertake the Internal Reorganization (including the Aerospace Spin Contribution (as defined below)) in accordance with the Steps Plan (the "Restructuring") and, pursuant thereto, Automation will contribute (or will be deemed to contribute) or has contributed (or was deemed to have contributed) certain Aerospace Assets held by it to Aerospace in connection with, or anticipation of, the Distribution (as defined below), collectively in exchange for (i) the actual or deemed assumption by Aerospace of certain Aerospace Liabilities, (ii) the actual or deemed issuance by Aerospace to Automation of shares of Aerospace Common Stock, (iii) the issuance by Aerospace to Automation of Exchange Debt (if any), and (iv) the Aerospace Cash Distribution (the "Aerospace Spin Contribution");

WHEREAS, on the terms and subject to the conditions set forth in the Separation Agreement, following the completion of the Restructuring, Automation shall own all of the issued and outstanding shares of Aerospace Common Stock and shall effect the distribution of 100% of such outstanding shares of Aerospace Common Stock to the holders of Automation Common Stock in accordance with Article IV of the Separation Agreement (the "Distribution" and, together with the Restructuring and the other transactions contemplated by the Separation Agreement, the "Transactions");

WHEREAS, Aerospace has been formed for this purpose and has not engaged in activities except those in connection with the Transactions and those activities necessary in connection with its standup as an independent company;

WHEREAS, for U.S. federal Income Tax purposes, it is intended that the Aerospace Spin Contribution and the Distribution, taken together, qualify for non-recognition of gain and loss pursuant to Section 355, Section 361 and Section 368(a)(1)(D) of the Code (except to the extent of any cash received in lieu of fractional shares of Aerospace Common Stock); and

WHEREAS, the Parties desire to (a) provide for the allocation of Tax liabilities and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and provide for certain other matters relating to Taxes and (b) set forth certain covenants and indemnities relating to the preservation of the Intended Tax Treatment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.01. Definition of Terms. The following terms shall have the following meanings.

"10% Acquisition Transaction" has the meaning set forth in Section 4.06.

"Accounting Firm" has the meaning set forth in Section 3.01(d).

"Active Trade or Business" means the active conduct (determined in accordance with Section 355(b)(2) of the Code and the Regulations thereunder) by the Aerospace SAG or the relevant Section 355 Entity SAG, as applicable, of the trade(s) or business(es) relied upon for purposes of satisfying the requirements of Section 355(b) of the Code as it applies to the Distribution or the relevant Internal Distribution, respectively, (including as described in the Tax Opinion Representation Letters) as conducted immediately prior to the Distribution or such Internal Distribution, respectively.

"Aerospace" has the meaning set forth in the preamble hereto.

"Aerospace Capital Stock" means the Capital Stock of Aerospace.

"Aerospace SAG" has the meaning set forth in Section 4.03(a)(v).

"Aerospace Separate Return" means a Tax Return of any member of the Aerospace Group (including any consolidated, combined, affiliated or unitary Tax Return) that does not include, for all or any portion of the relevant taxable period, any member of the Automation Group.

"Aerospace Spin Contribution" has the meaning set forth in the recitals hereto.

"Agreement" has the meaning set forth in the preamble hereto.

"ATB Entities" means the entities listed on Exhibit A.

"Automation" has the meaning set forth in the preamble hereto.

"Automation Consolidated Group" means any affiliated, consolidated, combined, unitary or similar group of which (i) any member of the Automation Group is or was a member and (ii) any member of the Aerospace Group is or was a member.

"Automation Separate Return" means a Tax Return of any member of the Automation Group (including any consolidated, combined, affiliated, unitary or similar Tax Return) that does not include, for all or any portion of the relevant taxable period, any member of the Aerospace Group.

"Benefitted Party" has the meaning set forth in Section 2.05(e).

"Board" has the meaning set forth in the recitals hereto.

"Capital Stock" means (i) all classes or series of stock or other equity interests (including common stock and all options, warrants, and other rights to acquire capital stock) and (ii) all other instruments properly treated as stock for U.S. federal Income Tax purposes.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compensatory Equity Interests" has the meaning set forth in Section 2.07.

"Delaware Courts" has the meaning set forth in Section 6.15.

"Determination" means (i) any final determination or settlement of a Tax liability in respect of a Tax Contest that, under applicable Law, is not subject to further appeal, review or modification through proceedings or otherwise (including as a result of the expiration of a statute of limitations or period for the filing of claims for refunds, amended Tax Returns or appeals from adverse determinations), including a "determination" as defined in Section 1313(a) of the Code (or any comparable provision of state, local or non-U.S. Law), a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code (or any comparable agreement under the laws of a state, local or non-U.S. taxing jurisdiction) or the execution of an IRS Form 870-AD (or any successor form thereto, or any comparable form under the laws of a state, local or non-U.S. taxing jurisdiction), or (ii) the payment of Tax in respect of a Tax Contest by a Party (or its Subsidiary) that is responsible for payment of that Tax under applicable Law, with respect to any item disallowed or adjusted by a Taxing Authority, as long as such Party determines that no action should be taken to recoup that payment and, to the extent the other Party is the Responsible Party, the other Party agrees.

"Distribution" has the meaning set forth in the recitals hereto.

"E&P" has the meaning set forth in Section 2.02(d)(v).

"Gain Recognition Agreement" means any agreement to recognize gain that is described in Section 1.367(a)-8 of the Regulations to which any member of the Automation Group or the Aerospace Group is a party.

"Income Tax" means any Tax imposed on or measured by net income or gain, including franchise or similar Taxes measured by income, as well as any franchise, capital, or similar

Taxes imposed in lieu of or in addition to a Tax imposed on or measured by income and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

"Indemnifying Party" means a Party that has an obligation to make an Indemnity Payment.

"Indemnitee" means a Party that is entitled to receive an Indemnity Payment.

"Indemnity Payment" means an indemnity payment contemplated by this Agreement or the Separation Agreement.

"Intended Tax Treatment" means, with respect to each of the applicable Transactions, the Tax treatment (if any) set forth for such Transaction in Exhibit B.

"Internal Distribution" means the separation of the Automation Assets and the Automation Liabilities from the Aerospace Assets and Aerospace Liabilities held by certain subsidiaries of Automation in a transaction intended to qualify, for U.S. federal Income Tax purposes, as a distribution that is generally tax-free pursuant to Section 355(a) (or Sections 355(a) and 368(a)(1)(D)) of the Code.

"IRS" means the U.S. Internal Revenue Service.

"Joint Return" means any Tax Return that actually includes, for all or any portion of the relevant taxable period, by election or otherwise, both a member of the Automation Group and one or more members of the Aerospace Group.

"Ordinary Taxes" means Taxes other than (i) Transaction Taxes and (ii) Transaction Transfer Taxes.

"Party" or "Parties" has the meaning set forth in the preamble hereto.

"Payor" has the meaning set forth in Section 3.02(f).

"Post-Distribution Tax Period" means any taxable period beginning after the Distribution Date and, in the case of any Straddle Period, the portion of such Straddle Period beginning the day after the Distribution Date.

"Pre-Distribution Tax Period" means any taxable period that ends on or before the Distribution Date and, in the case of any Straddle Period, the portion of such Straddle Period ending on the Distribution Date.

"Preliminary Accounting Firm" has the meaning set forth in Section 5.06.

"Privilege" means all privileges, immunities or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege and protection under the work-product doctrine.

"Proposed Acquisition Transaction" has the meaning set forth in Section 4.03(b).

"Protective Section 336(e) Election" means, with respect to an entity, a protective election under Section 336(e) of the Code and Section 1.336-2(j) of the Regulations (and any similar provision of U.S. state, local or non-U.S. Law for such jurisdictions as Automation shall determine in its sole discretion) to treat the disposition of the stock or other equity interests of such entity, pursuant to the Restructuring or Distribution, as a deemed sale of the assets of such entity in accordance with Section 1.336-2(b) of the Regulations (or any similar provision of U.S. state, local or non-U.S. Law).

"Refund" shall mean any refund (or credit in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied against other Taxes payable), including any interest paid by the applicable Taxing Authority on or with respect to such refund of Taxes.

"Refund Recipient" has the meaning set forth in Section 2.03(a).

"Regulations" means the U.S. Department of Treasury regulations promulgated under the Code.

"Reportable Transaction" means a reportable or listed transaction as defined in Section 6707A(c) of the Code or Section 1.6011-4(b) of the Regulations, other than a loss transaction as defined in Section 1.6011-4(b)(5) of the Regulations.

"Responsible Party" has the meaning set forth in Section 3.02(f).

"Restricted Period" has the meaning set forth in Section 4.03(a).

"Restructuring" has the meaning set forth in the recitals hereto.

"Ruling" means a private letter ruling (including any supplemental ruling) issued by a Taxing Authority (including the IRS) to Automation or any of its Subsidiaries in connection with, and regarding the Intended Tax Treatment of, any of the Transactions, whether granted prior to, on or after the date hereof, including in connection with the actions prohibited under Section 4.03(a) of this Agreement and any rulings set forth on Exhibit C.

"Satisfactory Guidance" has the meaning set forth in Section 4.04(c).

"Section 355 Entities" means the entities listed on Exhibit D.

"Section 355 Entity SAG" has the meaning set forth in Section 4.03(a)(v).

"Separation" has the meaning set forth in the recitals hereto.

"Separation Agreement" has the meaning set forth in the preamble hereto.

"Side-by-Side Election" means an election to apply the Side-by-Side Safe Harbour pursuant to the rules published by the Organisation for Economic Cooperation and Development as "Tax Challenges Arising from the Digitalisation of the Economy – Global Anti-Base Erosion

Model Rules (Pillar Two), Side-by-Side Package," issued on January 5, 2026, and any Law introduced pursuant to, or in order to adopt, implement or conform to, such rules.

"Steps Plan" shall mean the Internal Reorganization steps plan set forth on Exhibit E.

"Straddle Period" has the meaning set forth in Section 2.05(b).

"Tax" or "Taxes" shall mean all (i) taxes, charges, fees, duties, levies, imposts, rates or other assessments or governmental charges of any kind imposed by any U.S. federal, state, local or non-U.S. Governmental Entity, including, without limitation, income, gross receipts, employment, estimated, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, property, sales, use, license, capital stock, transfer, franchise, registration, payroll, withholding, social security, unemployment, disability, value-added, alternative or add-on minimum or other taxes, whether disputed or not, and (ii) any interest, penalties, charges, additions to tax, or additional amounts imposed with respect thereto. For the avoidance of doubt, Tax includes any increase in Tax as a result of a Determination.

"Tax Advisor" means a Tax counsel or other Tax advisor of recognized national standing in the relevant jurisdiction.

"Tax Attributes" mean net operating losses, capital losses, research and experimentation credit carryovers, investment tax credit carryovers, E&P, foreign tax credit carryovers, overall foreign losses, overall domestic losses, previously taxed income, separate limitation losses and any other losses, deductions, credits or other comparable items that could affect a Tax liability or create a Tax Benefit (including, for the avoidance of doubt, any item that could reduce "adjusted financial statement income" within the meaning of Section 56A(a) of the Code) for any taxable period.

"Tax Benefit" means any reduction in liability for Tax as a result of any loss, deduction, Refund, reimbursement, offset, credit or other item reducing Taxes otherwise payable.

"Tax Contest" means any audit, review, examination, claim, dispute, suit, action, proposed assessment or other administrative or judicial proceeding, in each case, with respect to Taxes by or otherwise involving any Taxing Authority.

"Tax Dispute" has the meaning set forth in Section 5.06.

"Tax Item" means any item of income, gain, loss, deduction, credit, recapture of credit, previously taxed income or any other item or attribute (including the basis or adjusted basis of property) that may have the effect of increasing or decreasing any Income Taxes paid or payable in any taxable period.

"Tax Opinion" means any written opinion of Wachtell, Lipton, Rosen & Katz, Ernst & Young LLP or any other Tax Advisor issued to Automation or a member of the Automation Group regarding the qualification of a relevant Transaction or Transactions for its Intended Tax Treatment.

"Tax Opinion Representation Letters" means the representation letters and any other materials delivered by, or on behalf of, Automation, Aerospace or others to a Tax Advisor in connection with the issuance by such Tax Advisor of a Tax Opinion.

"Tax Opinions/Rulings" means (i) any Ruling and (ii) any opinion of a Tax Advisor relating to the Transactions, including those issued on the Distribution Date or to allow a party to take actions otherwise prohibited under Section 4.03(a) of this Agreement.

"Tax Records" has the meaning set forth in Section 5.01(a)(i).

"Tax Return" means any return, declaration, statement, report, schedule, election, certificate, form, estimate or information return relating to Taxes, in each case, including any supplements or attachments thereto or amendments thereof and any other related or supporting information, filed or required to be filed with any Taxing Authority.

"Tax Return Preparer" means, with respect to a Tax Return, the Party that is required to prepare any such Tax Return pursuant to Section 3.01(a) or Section 3.01(b), as applicable.

"Taxing Authority" means any Governmental Entity having jurisdiction over the determination, assessment, collection or imposition of Taxes, including the IRS.

"Transaction Tax Contest" means any Tax Contest regarding the Intended Tax Treatment.

"Transaction Taxes" means all (i) Taxes imposed on (or any reduction to a Refund otherwise available to) any member of the Automation Group or any member of the Aerospace Group resulting from the failure of any step of the Transactions to qualify for its Intended Tax Treatment, (ii) third-party costs, expenses, and damages associated with any stockholder litigation or other controversies and any amount paid by Automation, Aerospace or any of their respective Affiliates in respect of any liability of or to shareholders, whether paid to shareholders or to the IRS or any other Taxing Authority, in each case, resulting from the failure of any step of the Transactions to qualify for its Intended Tax Treatment and (iii) reasonable, out-of-pocket legal, accounting and other advisory or court fees incurred in connection with liability for Taxes or other amounts (or reduction in Refund) described in clause (i) or (ii).

"Transaction Transfer Taxes" means all Transfer Taxes incurred by the Automation Group or the Aerospace Group, in each case, imposed on any transfer of assets (including equity interests) or liabilities occurring pursuant to the Transactions.

"Transactions" has the meaning set forth in the recitals hereto.

"Transfer Taxes" means all transfer, sales, use, excise, stock, stamp, stamp duty, stamp duty reserve, stamp duty land, documentary, filing, recording, registration, value-added, goods and services and other similar Taxes (excluding, for the avoidance of doubt, any income, gains, profit or similar Taxes, however assessed).

"Unqualified Tax Opinion" has the meaning set forth in Section 4.04(d).

ARTICLE II

ALLOCATION OF TAX LIABILITIES AND TAX BENEFITS

SECTION 2.01. Automation Indemnification of Aerospace. After the Distribution, Automation shall be liable for, and shall indemnify and hold the Aerospace Group harmless from and against any liability for, the following Taxes, whether incurred directly by Aerospace or indirectly through one of its Subsidiaries:

(a) Ordinary Taxes of (i) any member of the Automation Group for any taxable period and (ii) any member of the Aerospace Group that was a Subsidiary of Automation prior to the Distribution for any Pre-Distribution Tax Period;

(b) any and all Transaction Transfer Taxes; and

(c) Transaction Taxes;

in each case, other than Taxes for which Aerospace is liable under Section 2.02.

SECTION 2.02. Aerospace Indemnification of Automation. After the Distribution, Aerospace shall be liable for, and shall indemnify and hold the Automation Group harmless from and against any liability for, the following Taxes, whether incurred directly by Automation or indirectly through one of its Subsidiaries:

(a) Ordinary Taxes of (i) the entities set forth on Exhibit F-1 for any taxable period and (ii) any member of the Aerospace Group for any Post-Distribution Tax Period;

(b) any Transaction Transfer Taxes that are value-added or goods and services Taxes to the extent imposed with respect to any transaction in which a member of the Aerospace Group is the recipient of the relevant goods or services;

(c) the Taxes allocated to Aerospace on Exhibit F-2;

(d) notwithstanding anything in this Agreement or the Separation Agreement to the contrary (and in each case regardless of whether Satisfactory Guidance or written consent described in Section 4.04 or a certification described in Section 4.06 may have been provided), but subject to Section 5.04(b), Transaction Taxes attributable in whole or in part to or resulting from any one or more of the following:

(i) the failure to be true when made or deemed made of (A) any statement or representation of fact or intent (or omission to state a material fact) in Section 4.01 that relates to the Aerospace Group or the Aerospace Business; (B) any representation made by Aerospace in a Tax Opinion Representation Letter or (C) any representation made by Aerospace, any Subsidiary or controlling shareholder of Aerospace, any counterparty to any Proposed Acquisition Transaction or any of such counterparty's Affiliates for purposes of obtaining a Ruling or an Unqualified Tax Opinion intended to be Satisfactory Guidance;

(ii) any action or omission by any member of the Aerospace Group in breach of the covenants set forth herein (including those in Section 4.02 and Section 4.03), in any other Ancillary Agreement or in the Separation Agreement;

(iii) the application of Section 355(e) or 355(f) of the Code to any of the Transactions resulting, in whole or in part, from an acquisition (or deemed acquisition) after the Distribution of any Capital Stock or assets of Aerospace (or any Affiliate of Aerospace) (including newly issued Capital Stock) by any means whatsoever by any Person or action or failure to act by Aerospace affecting the voting rights of Aerospace Capital Stock;

(iv) (A) the acquisition, after the Distribution, of all or a portion of the Capital Stock or assets of Aerospace or any other member of the Aerospace Group by any means whatsoever by any Person or (B) any action or failure to act by Aerospace or any other member of the Aerospace Group after the Distribution (including, without limitation, any amendment to such Person's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of Aerospace Capital Stock and/or the Capital Stock of any Section 355 Entity (including, without limitation, through the conversion of one class of such Capital Stock into another class of such Capital Stock);

(v) a determination that the Distribution or any Internal Distribution was used principally as a device for the distribution of the earnings and profits ("E&P") within the meaning of Section 355(a)(1)(B) of the Code if such determination was based in whole or in part on any sale or exchange of Capital Stock of Aerospace and/or any Section 355 Entity or on any distribution on Capital Stock of Aerospace and/or any Section 355 Entity occurring after the Distribution in excess of its E&P; or

(vi) any other action or omission taken after the Distribution by any member of the Aerospace Group, except to the extent such action or omission is otherwise expressly required or permitted by this Agreement (other than under Section 4.04), any other Ancillary Agreement or the Separation Agreement; and

(e) fifty percent (50%) of any Transaction Taxes that are not described in Section 2.02(d) and would not be described in Section 2.02(d) if (i) references in Section 2.02(d) to Aerospace were replaced with references to Automation and (ii) references in Section 2.02(d) to any Section 355 Entity were replaced with references to any member of the Automation Group that was a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(b) of the Code) in the Distribution or any Internal Distribution.

SECTION 2.03. Refunds, Credits and Offsets.

(a) Subject to Section 2.04, (i) Automation shall be entitled to any Refund (A) of Taxes for which Automation is liable hereunder or (B) described on Schedule 2.03 (and Aerospace shall provide notice to Automation as set forth therein), and (ii) except as otherwise provided in clause (i), Aerospace shall be entitled to any Refund of Taxes for which Aerospace is liable hereunder. To the extent Automation, Aerospace or any of their respective Subsidiaries receives any Refund to which the other Party is entitled pursuant to this Section 2.03(a) (a

"Refund Recipient"), such Refund Recipient shall pay to the other Party the amount of such Refund (net of any Taxes imposed with respect to the receipt or accrual of such Refund, and net of all out-of-pocket costs (including accounting, legal and other professional fees, and court costs) incurred in connection with obtaining such Refund) within twenty (20) Business Days of receipt; provided, however, that, to the extent a Refund paid over by the Refund Recipient is subsequently disallowed or adjusted by a Taxing Authority or in a Tax Contest, such disallowance or adjustment shall be allocated to the Parties in the same manner in which such Refund was allocated pursuant to this Section 2.03, and, upon the request of such Refund Recipient, the other Party shall make an appropriate adjusting payment (including in respect of any penalties, interest or other charges imposed by the relevant Taxing Authority) to the Refund Recipient to reflect such disallowance or adjustment. For the avoidance of doubt, with respect to any Refund of Taxes for which both Parties are liable under this Agreement (including pursuant to Section 2.02(e)), each Party shall be entitled to the portion of such Refund that reflects its proportionate liability for such Taxes. Notwithstanding the foregoing, no Refund Recipient shall be obligated to make a payment otherwise required pursuant to this Section 2.03(a) to the extent making such payment would place such Refund Recipient (or any of its Affiliates) in a less favorable net after-Tax position than such Refund Recipient (or such Affiliate) would have been in if the relevant Refund had not been received.

(b) For purposes of this Section 2.03, any Refund that is realized by way of an offset, credit, or other similar benefit in respect of Taxes, other than a receipt of cash, shall be deemed to be received on the earlier of (i) the date on which a Tax Return is filed claiming such offset, credit, or other similar benefit and (ii) the date on which payment of the Tax which would have otherwise been paid absent such offset, credit, or other similar benefit is due (determined without taking into account any applicable extensions).

(c) If one Party reasonably so requests, the other Party (at the first Party's expense) shall file for and pursue any Refund to which the first Party is entitled under this Section 2.03; provided that the other Party need not pursue any Refund on behalf of the first Party unless the first Party provides the other Party a certification by an appropriate officer of the first Party setting forth the first Party's belief (together with supporting analysis) that the Tax treatment of the Tax Items on which the entitlement to such Refund is based is at least "more likely than not" correct, and is not a Tax Item arising from a Reportable Transaction.

SECTION 2.04. Carrybacks. If a Tax Return of any member of the Aerospace Group for any taxable period ending after the Distribution Date reflects a Tax Attribute, then the applicable member of the Aerospace Group shall waive any right to carry back any such Tax Attribute to a Pre-Distribution Tax Period if such carryback would be reflected on a Joint Return, and no affirmative election shall be made to claim any such carryback, in each case, to the extent permissible under applicable Law. In the event that any member of the Aerospace Group does carry back a Tax Attribute to a Pre-Distribution Tax Period, which carryback is reflected on a Joint Return, then (i) no payment with respect to such carryback shall be due to any member of the Aerospace Group from Automation and (ii) if any member of the Aerospace Group receives any Refund in connection with such carryback, Aerospace shall promptly pay to Automation the full amount of such Refund (net of any Taxes imposed with respect to the receipt or accrual of such Refund, and net of all out-of-pocket costs (including accounting, legal and other professional fees, and court costs) incurred in connection with obtaining such Refund).

SECTION 2.05. Straddle Periods and Apportionment of Tax Attributes.

(a) If Automation determines, in its sole discretion, to close the taxable year of any member of the Aerospace Group for all Tax purposes as of prior to the Distribution Date or as of the end of the Distribution Date, Automation and Aerospace shall take all commercially reasonable actions necessary or appropriate to so close such taxable year, to the extent permitted by applicable Law.

(b) For any taxable period that includes (but does not end on) the Distribution Date (a "Straddle Period"), Taxes for the Pre-Distribution Tax Period shall be computed (i) in the case of Taxes imposed on a periodic basis (such as real, personal and intangible property Taxes), on a daily *pro rata* basis and (ii) in the case of other Taxes generally, as if the taxable period ended as of the close of business on the Distribution Date and, in the case of any such other Taxes that are attributable to the ownership of any equity interest in a partnership, other "flow-through" entity or "controlled foreign corporation" (within the meaning of Section 957(a) of the Code or any comparable U.S. state, local or non-U.S. Law), as if the taxable period of that entity ended as of the close of business on the Distribution Date (whether or not such Taxes arise in a Straddle Period of the applicable owner); provided that Automation may elect to allocate Tax Items (other than any extraordinary Tax Items) ratably in the month in which the Distribution occurs (and if Automation so elects, Aerospace shall so elect and shall, and shall cause each relevant member of the Aerospace Group to, take all actions necessary to give effect to such election) as described in Section 1.1502-76(b)(2)(iii) of the Regulations and any corresponding provisions of U.S. state, local or non-U.S. Tax Laws.

(c) Transactions occurring, or actions taken, on the Distribution Date but after the Distribution outside the ordinary course of business by, or with respect to, Aerospace or any of its Affiliates shall be deemed subject to the "next day rule" of Section 1.1502-76(b)(1)(ii)(B) of the Regulations (and any comparable or similar provision under U.S. state, local or non-U.S. Laws, provided that if there is no comparable or similar provision under U.S. state, local or non-U.S. Laws, then the transaction will be deemed subject to the "next day rule" of Section 1.1502-76(b)(1)(ii)(B) of the Regulations) and as such shall for purposes of this Agreement be treated (and consistently reported by the Parties) as occurring in a Post-Distribution Tax Period of Aerospace or an Affiliate of Aerospace, as appropriate.

(d) Tax Attributes determined on a consolidated or combined basis for taxable periods ending before or including the Distribution Date (or such earlier date as may be appropriate with respect to any portion of the Restructuring occurring prior to the Distribution Date) shall be allocated to Automation and its Affiliates, and Aerospace and its Affiliates, in accordance with the Code and the Regulations (and any applicable U.S. state, local, or non-U.S. Law). Automation shall reasonably determine the amounts and proper allocation of such Tax Attributes, and the Tax basis of the assets and liabilities transferred to Aerospace in connection with the Transactions, as of the Distribution Date or such other relevant date of a Restructuring transaction. Automation and Aerospace agree to compute their Tax liabilities for taxable periods after the Distribution Date (or other relevant date) consistent with that determination and allocation, and not to take any position (whether on a Tax Return or otherwise) inconsistent with such determination and allocation except to the extent otherwise required pursuant to a Determination. For the avoidance of doubt, Automation shall not be required to create or cause

to be created any books and records or reports or other documents based thereon (including, without limitation, "earnings & profits studies," "basis studies" or similar determinations) that it does not maintain or prepare in the ordinary course of business in order to comply with this Section 2.05(d), and Automation shall not be liable to Aerospace or any member of the Aerospace Group for any failure of any determination or allocation under this Section 2.05(d) to be accurate or sustained under applicable Law, including as the result of any Determination.

(e) If (i) a member of one Group (the "Benefitted Party") actually realizes in cash any Tax Benefit as a result of an adjustment pursuant to a Determination or reporting required by Section 3.02(g)(i) or (ii), in each case, that increases Taxes for which a member of the other Group is liable (or reduces any Tax Attribute of a member of the other Group), and such Tax Benefit would not have arisen but for such adjustment or reporting (determined on a "with and without" basis) and (ii) the aggregate Tax Benefit realized by the Benefitted Party as a result of such adjustment or reporting exceeds $35 million, then the Benefitted Party shall pay to the other Party, within ten (10) Business Days following such actual realization of the Tax Benefit an amount equal to the lesser of (A) such Tax Benefit actually realized in cash (including any Tax Benefit actually realized as a result of the payment) and (B) the increase in Taxes (or reduction in Tax Attributes) of the member(s) of the other Group. Notwithstanding anything to the contrary herein, no Party (or any Affiliate of any Party) shall be obligated to make a payment otherwise required pursuant to this Section 2.05(e) to the extent making such payment would place such Party (or any of its Affiliates) in a less favorable net after-Tax position than such Party (or such Affiliate) would have been in if the relevant Tax Benefit had not been realized. If a Party or one of its Affiliates pays over any amount pursuant to this Section 2.05(e) in respect of a Tax Benefit and all or a portion of such Tax Benefit is subsequently disallowed or adjusted by a Taxing Authority or in a Tax Contest, such disallowance or adjustment shall be allocated to the Parties in the same manner in which such Tax Benefit was allocated pursuant to this Section 2.05(e), and an appropriate adjusting payment shall be promptly made (including in respect of any interest paid or imposed by any Taxing Authority) to reflect such disallowance or adjustment.

(f) Except as otherwise provided in this Agreement, Automation shall be permitted to make all decisions, determinations and allocations relating to the matters set forth in this Agreement in its reasonable discretion and shall not be limited by past practice.

SECTION 2.06. Prior Agreements. Except as set forth in this Agreement or on Exhibit H, any and all prior Tax sharing or allocation agreements or practices solely between or among one or more members of the Automation Group, on the one hand, and one or more members of the Aerospace Group, on the other hand, shall be terminated with respect to the Aerospace Group and the Automation Group as of the Distribution Date. No member of either the Aerospace Group or the Automation Group shall have any continuing rights or obligations under any such agreement. Any payments pursuant to any such agreement shall be disregarded for purposes of computing amounts due under this Agreement; provided that, to the extent appropriate, as determined by Automation, payments made pursuant to such agreements shall be credited to Aerospace or Automation, as applicable, in computing their respective obligations pursuant to this Agreement, in the event that such payments relate to a Tax liability that is the subject matter of this Agreement for a taxable period that is the subject matter of this Agreement.

SECTION 2.07. Income Tax Deductions in Respect of Certain Equity Awards and Incentive Compensation. To the extent permitted by applicable law, Income Tax deductions arising by reason of exercises of options or vesting or settlement of restricted stock units or performance-based stock units, in each case, following the Distribution, with respect to Automation stock or Aerospace stock (such options, restricted stock units and performance-based stock units, collectively, "Compensatory Equity Interests") held by any Person shall be claimed (i) in the case of an Automation Employee or Former Automation Employee, solely by the Automation Group, (ii) in the case of an Aerospace Employee or Former Aerospace Employee, solely by the Aerospace Group, (iii) in the case of an Automation Non-Employee Director (solely with respect to Compensatory Equity Interests received in his or her capacity as an Automation director), solely by Automation and (iv) in the case of an Aerospace Non-Employee Director (solely with respect to Compensatory Equity Interests received in his or her capacity as an Aerospace director), solely by Aerospace.

SECTION 2.08. Pillar Two. Aerospace shall, and shall cause the relevant members of the Aerospace Group to, take any action that is reasonably necessary to effect a Side-by-Side Election with respect to the Aerospace Group for any Pre-Distribution Tax Period or Straddle Period in which such election is available.

ARTICLE III

TAX RETURNS, TAX CONTESTS AND OTHER ADMINISTRATIVE MATTERS

SECTION 3.01. Responsibility for Preparing Tax Returns.

(a) Except as otherwise provided in Section 3.01(g), Automation shall make all determinations with respect to and have ultimate control over the preparation of (i) all Automation Separate Returns for all taxable periods, (ii) all Joint Returns, (iii) any Aerospace Separate Return described in Schedule 3.01(a), and (iv) any other Aerospace Separate Returns for Pre-Distribution Tax Periods that Automation elects to prepare. If Aerospace is responsible for filing any such Tax Return under Section 3.02(a), Automation shall, subject to Section 3.01(d), promptly deliver such prepared Tax Return to Aerospace reasonably in advance of the applicable filing deadline.

(b) Except as provided in Section 3.01(a), Section 3.01(c), Section 3.01(d) and Section 3.01(g) or on Schedule 3.01(b), Aerospace shall have ultimate control over the preparation of all Aerospace Separate Returns for all taxable periods.

(c) Except as otherwise provided on Schedule 3.01(c), to the extent that any Tax Return described in Section 3.01(a) or Section 3.01(b) is required by law to be executed by a Party other than the Tax Return Preparer (or its authorized representative), the Party that is legally required to execute such Tax Return shall not be required to execute such Tax Return under this Agreement unless there is at least a "more likely than not" basis (or comparable standard under state, local or non-U.S. Law) for the Tax treatment of each material Tax Item reported on the Tax Return. To the extent that any Tax Return described in Section 3.01(a) or Section 3.01(b) reflects a material amount of Taxes for which the other Party would reasonably be expected to be liable, in whole or in part, or that would reasonably be expected to give rise to a material Refund (or other Tax Benefit in respect of Tax Items reflected on such Tax Return) to

which that other Party would be entitled, in each case, under this Agreement, then (i) if Aerospace is the Tax Return Preparer, then Aerospace shall (A) prepare the relevant portions of the Tax Return on a basis consistent with the past practice of the Automation Group with respect to the relevant Tax Return, except (1) to the extent there is not a reasonable basis for the use of such past practice or to correct any clear error (in each case, as determined by Automation) or (2) as mutually agreed by the Parties; (B) notify Automation of any such portions not prepared on a basis consistent with past practice; (C) provide Automation a reasonable opportunity to review the relevant portions of the Tax Return; (D) consider in good faith any reasonable comments made by Automation; and (E) not file any such Tax Return without the consent of Automation (such consent not to be unreasonably withheld, conditioned or delayed), and (ii) if Automation is the Tax Return Preparer, then Automation shall (A) provide Aerospace a reasonable opportunity to review the relevant portions of the Tax Return and (B) consider in good faith any reasonable comments made by Aerospace; provided, however, that, notwithstanding anything in this Agreement to the contrary, Automation shall not be required to make any Automation Consolidated Return with respect to U.S. federal Income Taxes available for review by Aerospace.

(d) The Parties shall attempt in good faith to resolve any issues arising out of the review of any Tax Return described in Section 3.01(c) or Section 3.01(g) (other than a Tax Return described in Section 3.01(a)(iii)) as soon as practically possible. If the Parties are unable to resolve their differences, then the Parties shall collectively select a nationally recognized public accounting firm commonly considered as one of the "Big 4" (the "Accounting Firm") and shall instruct the Accounting Firm to resolve all disputes no later than thirty (30) days after submission of such dispute to the Accounting Firm, but in no event later than the due date for filing the applicable Tax Return (taking into account any applicable extensions). The Accounting Firm shall resolve all disputes in a manner consistent with Section 3.01(c) or Section 3.01(g), as applicable. All determinations of the Accounting Firm relating to the disputed items, absent fraud, shall be final and binding on the Parties. The fees and expenses of the Accounting Firm shall be borne by Aerospace.

(e) Aerospace shall provide to Automation all information related to members of the Aerospace Group that is reasonably requested by Automation and required to complete any Tax Return which is the responsibility of Automation pursuant to Section 3.01(a), in the format reasonably requested by Automation, and at least sixty (60) days prior to the due date (including extensions) of the relevant Tax Return. In particular, the Aerospace Group tax department will support Automation with respect to data collection and compilation requirements. The dates for submissions to Automation required in this section may be modified by mutual agreement of Automation and Aerospace.

(f) Except as otherwise provided in this Section 3.01, each Party shall bear its own expenses in connection with the preparation of Tax Returns pursuant to this Section 3.01.

(g) Aerospace shall be responsible for preparing all IRS Forms 5471 required to be filed after the Distribution Date by any member of the Aerospace Group or the Automation Group with respect to members of the Aerospace Group for any Pre-Distribution Tax Period or Straddle Period. With respect to each such IRS Form 5471, Aerospace shall provide Automation a reasonable opportunity to review a copy of such Tax Return, incorporate any comments

provided by Automation and not file such Tax Return without the consent of Automation. The IRS Forms 5471 filed by Automation and Aerospace (or the relevant members of their respective Groups) with respect to each foreign corporation shall be identical as to all matters concerning such foreign corporation (but not, for the avoidance of doubt, as to matters concerning the U.S. person filing the relevant IRS Form 5471).

SECTION 3.02. Filing of Tax Returns and Payment of Taxes.

(a) Each Party shall execute and timely file, or cause to be executed and timely filed, each Tax Return that it or a member of its Group is responsible for filing under applicable Law, which Tax Return shall have been prepared in accordance with Section 3.01, and shall timely pay, or cause to be timely paid, to the relevant Taxing Authority any amount shown as due on each such Tax Return. The obligation to make payments pursuant to this Section 3.02(a) shall not affect a Party's right, if any, to receive payments under Section 3.02(f) or otherwise be indemnified under this Agreement.

(b) With respect to any estimated Taxes, the Party that is or will be the Tax Return Preparer with respect to any Tax Return that will reflect (or otherwise give credit for) such estimated Taxes shall remit or cause to be remitted to the applicable Taxing Authority in a timely manner any estimated Taxes due.

(c) No member of the Aerospace Group shall file, amend, withdraw, revoke or otherwise alter any Joint Return. Aerospace will elect and join, and will cause its Affiliates to elect and join, in filing any Joint Return that Automation determines is required to be filed by the Parties or any of their Affiliates or that Automation chooses to file pursuant to Section 3.01(a).

(d) No member of the Aerospace Group shall amend, withdraw, revoke or otherwise alter any Aerospace Separate Return to the extent such Aerospace Tax Return relates to the Pre-Distribution Tax Period without the prior written consent of Automation (such consent not to be unreasonably withheld, conditioned or delayed). With respect to any Tax Return relating to any Pre-Distribution Tax Period, which Tax Return otherwise would be an Aerospace Separate Return, Aerospace will elect and join, and will cause its Affiliates to elect and join, in filing consolidated, unitary, combined, or other similar joint Tax Returns, to the extent each entity is eligible to join in such Tax Returns, upon Automation's request.

(e) In the case of any adjustment pursuant to a Determination with respect to a Tax Return, the Party that filed (or caused to be filed) such Tax Return under Section 3.02(a) shall pay (or cause to be paid) to the applicable Taxing Authority when due any additional Tax required to be paid with respect to such Tax Return as a result of such adjustment.

(f) If either Party (the "Payor") is required pursuant to Section 3.02(a), Section 3.02(b) or Section 3.02(e) to pay to a Taxing Authority any amount for which the other Party (the "Responsible Party") is responsible pursuant to Article II of this Agreement, the Responsible Party shall pay such amount to the Payor within fifteen (15) days from the later of (i) the date such amount was paid by the Payor or, in an instance where no cash payment is due to a Taxing Authority, the date of the filing of the relevant Tax Return or the date of the relevant Determination, or (ii) the date of receipt of a written notice and demand from the Payor for payment of the amount due, accompanied by evidence of payment and a statement detailing the

Taxes paid and describing in reasonable detail the particulars relating thereto; provided that, if the amount to be paid by the Responsible Party to the Payor pursuant to this Section 3.02(f) is in excess of $1 million, then the Responsible Party shall pay such amount to the Payor no later than the later of (A) seven (7) Business Days after receipt of a written notice and demand from the Payor for payment of the amount due, accompanied by a statement detailing the Taxes to be paid and describing in reasonable detail the particulars relating thereto, and (B) ten (10) days prior to the due date for the payment of such Tax (taking into account any applicable extensions). Any payments required under this Section 3.02(f) in respect of an adjustment pursuant to a Determination, which payments are made by the Responsible Party after the date the additional Tax was paid by the Payor (or, in an instance where no cash payment was due to a Taxing Authority, the date of such Determination) shall include interest computed at the rate provided in the Code for interest on underpayments, based on the number of days from the date the additional Tax was paid by the Payor (or the date of such Determination, as applicable) to the date of the payment under this Section 3.02(f).

(g) The Parties shall report each Transaction for all Tax purposes in a manner consistent with the Tax Opinions/Rulings and/or the Intended Tax Treatment, unless, and only to the extent, (i) a different position is required pursuant to a Determination or a change in applicable law after the date hereof or (ii) Automation determines in its sole discretion that such Transaction does not qualify for its Intended Tax Treatment; provided that Automation shall notify Aerospace of any such determination described in clause (ii) in writing (and the Parties shall report such Transaction in the manner set forth in such notice and shall not be permitted to take positions inconsistent with such notice). Automation shall determine the Tax treatment to be reported on any Tax Return of any Tax issue relating to the Transactions that is not covered by the Tax Opinions/Rulings, and Aerospace shall not (and shall not permit or cause any member of the Aerospace Group to) take any position on any Tax Return or otherwise that is inconsistent with such determination, unless and only to the extent a different position is required pursuant to a Determination. Except to the extent otherwise required pursuant to a Determination, Aerospace shall not (and shall not permit or cause any member of its Group to) take any position with respect to any material Tax Item on any Aerospace Separate Return for any Pre-Distribution Tax Period, or treat any such Tax item, in a manner that is inconsistent with the manner in which such Tax Item (or related Tax Items) is (or are) reported on a Tax Return with respect to which Automation is the Tax Return Preparer (including, without limitation, the claiming of a deduction previously claimed on any such Tax Return).

SECTION 3.03. Tax Contests.

(a) Automation or Aerospace, as applicable, shall, within ten (10) Business Days of becoming aware of any Tax Contest (including a Transaction Tax Contest) that could reasonably be expected to cause the other Party to have liability for a material amount of Taxes or an indemnification obligation under this Agreement, notify the other Party of such Tax Contest. A failure by an Indemnitee to give notice as provided in this Section 3.03(a) (or to promptly forward any such notices or communications) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(b) Automation shall have the exclusive right to control the conduct and settlement of any Tax Contest other than Tax Contests that Aerospace controls pursuant to Section 3.03(c); provided that, if Aerospace would have liability for a material amount of Taxes pursuant to Article II or would be entitled to a material Refund pursuant to this Agreement as a result of the settlement of any such Tax Contest, then, with respect to the relevant portion of such Tax Contest, (i) Automation shall provide Aerospace with copies of any written materials relating to such Tax Contest received from the relevant Taxing Authority, (ii) Automation shall consult with Aerospace reasonably in advance of taking any significant action in connection with such Tax Contest and offer Aerospace a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, and (iii) Automation shall defend such Tax Contest diligently and in good faith as if it were the only party in interest in connection with such Tax Contest. The failure of Automation to take any action specified in the preceding sentence with respect to Aerospace shall not relieve Aerospace of any liability or obligation which it may have to Automation under this Agreement with respect to such Taxes, except to the extent that Aerospace was actually harmed by such failure. For purposes of Section 3.03(a) and this Section 3.03(b), liability for a material amount of Taxes shall be an amount of liability that exceeds $20 million.

(c) Aerospace shall have the right to control the conduct and settlement of any Tax Contest with respect to any Aerospace Separate Return (other than an Aerospace Separate Return described in Section 3.01(a)(iii)); provided that, if any such Tax Contest could reasonably be expected to result in Automation becoming liable for any Taxes pursuant to this Agreement or could reasonably be expected to give rise to a Refund to which Automation is entitled pursuant to this Agreement or if such Tax Contest relates to a Tax Return described on Schedule 3.01(b), then, with respect to the relevant portion of such Tax Contest, (i) Aerospace shall provide Automation with copies of any written materials relating to such Tax Contest received from the relevant Taxing Authority, (ii) Aerospace shall consult with Automation reasonably in advance of taking any significant action in connection with such Tax Contest and consult with Automation and offer Automation a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, (iii) Aerospace shall defend such Tax Contest diligently and in good faith as if it were the only party in interest in connection with such Tax Contest, (iv) Automation shall be entitled to participate in such Tax Contest and (v) Aerospace shall not settle, compromise, or abandon any such Tax Contest (whether or not Automation elects to participate) without the prior written consent of Automation (such consent not to be unreasonably withheld, conditioned or delayed).

(d) Notwithstanding anything herein to the contrary, (1) Automation shall have the exclusive right to control the conduct and settlement of any Transaction Tax Contest; provided that (x) if Aerospace could be expected to become exclusively liable for such Transaction Tax pursuant to Section 2.02(d), (i) Automation shall provide Aerospace with copies of any written materials relating to such Tax Contest received from the relevant Taxing Authority, (ii) Automation shall consult with Aerospace reasonably in advance of taking any significant action in connection with such Tax Contest and offer Aerospace a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, and (iii) Automation shall defend such Tax Contest diligently and in good faith as if it were the only party in interest in connection with such Tax Contest; and (y) to the extent Aerospace could be expected to become liable for a portion of such Transaction

Tax pursuant to Section 2.02(e), (i) Automation shall keep Aerospace reasonably informed with respect to such Tax Contest, (ii) Automation shall provide Aerospace with copies of any written materials relating to such Tax Contest received from the relevant Taxing Authority, and (iii) Automation shall defend such Tax Contest diligently and in good faith as if it were the only party in interest in connection with such Tax Contest; and (2) Aerospace shall comply with Schedule 3.03(d). The failure of Automation to take any action specified in the preceding sentence with respect to Aerospace shall not relieve Aerospace of any liability or obligation which it may have to Automation under this Agreement with respect to such Taxes, except to the extent that Aerospace was actually harmed by such failure.

SECTION 3.04. Expenses. Each Party shall bear its own expenses in the course of any Tax Contest, other than expenses included in the definition of Transaction Taxes, which shall be governed by Article II.

SECTION 3.05. Power of Attorney. Aerospace shall (and shall cause each member of the Aerospace Group to) execute and deliver to Automation (or such member of the Automation Group as Automation shall designate) any power of attorney or other similar document reasonably requested by Automation (or such designee) in connection with any Tax Contest controlled by Automation described in this Article III within two (2) Business Days of such request.

ARTICLE IV

TAX MATTERS RELATING TO THE TRANSACTIONS

SECTION 4.01. Mutual Representations. Each Party represents that it knows of no fact, and has no plan or intention to take any action or fail to take any action (or cause or permit any member of its Group to take or fail to take any action), that it knows or reasonably should expect, after consultation with a Tax Advisor, is inconsistent with the qualification of any step of the Transactions for its Intended Tax Treatment, the Tax Opinions/Rulings or the covenants set forth in this Agreement. Each Party represents that it has reviewed the Tax Opinion Representation Letters and the Tax Opinions/Rulings and, subject to any qualifications therein, all information, representations and covenants contained therein that relate to such Party or any member of its Group are true, correct and complete.

SECTION 4.02. Mutual Covenants. Except as otherwise expressly required or permitted by the Separation Agreement, this Agreement or any other Ancillary Agreement, after the Distribution neither Party shall take or fail to take, or cause or permit its respective Subsidiaries to take or fail to take, any action, if such action or omission would (i) violate, be inconsistent with or cause to be untrue any covenant, representation, information or statement in this Agreement, the Separation Agreement, any of the Ancillary Agreements, any Tax Opinions/Rulings or any Tax Opinion Representation Letter or other letter or certificate that forms the basis therefor, or (ii) adversely affect, or be reasonably likely to adversely affect, or be inconsistent with, the Intended Tax Treatment of the Transactions.

SECTION 4.03. Restricted Actions.

(a) Subject to Section 4.04, during the period beginning on the Distribution Date and ending on, and including, the last day of the two (2)-year period following the Distribution Date (or such other period of time as provided in Exhibit G) (the "Restricted Period"), Aerospace shall not (and shall not cause or permit any of member of the Aerospace Group to), in a single transaction or a series of transactions:

(i) enter into any Proposed Acquisition Transaction;

(ii) take any affirmative action that permits a Proposed Acquisition Transaction to occur by means of an agreement to which no member of the Aerospace Group is a party (including by (A) redeeming rights under a shareholder rights plan, (B) making a determination that a tender offer is a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction or (C) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the Delaware General Corporation Law or any similar corporate statute, any "fair price" or other provision of Aerospace's charter or bylaws or otherwise);

(iii) liquidate or partially liquidate Aerospace, any Section 355 Entity, or any ATB Entity (including taking any action that is a liquidation for federal Income Tax purposes) whether by merger, consolidation or otherwise, or otherwise merge, consolidate, or amalgamate Aerospace, any Section 355 Entity, or any ATB Entity with any other Person (provided that, for the avoidance of doubt, a merger of another entity into Aerospace or any of its Subsidiaries shall not constitute an action described in this Section 4.03(a)(iii));

(iv) cause or permit the Aerospace SAG or any relevant Section 355 Entity SAG to cease to engage in the relevant Active Trade or Business with respect to the Distribution or the relevant Internal Distribution, respectively;

(v) sell, transfer, or otherwise dispose of, or agree to sell, transfer, or otherwise dispose of (including in any transaction treated for federal Income Tax purposes as a sale, transfer, or disposition, but excluding any sales, transfers or other dispositions of inventory in the ordinary course of business), (A) 30% or more of the gross assets that are held directly or indirectly by (I) Aerospace or (II) any relevant Section 355 Entity and, in each case, are used in the relevant Active Trade or Business, (B) 30% or more of the gross assets of the "separate affiliated group" (within the meaning of Section 355(b)(3)(B) of the Code) of (I) Aerospace (such separate affiliated group, the "Aerospace SAG") held immediately before the Distribution (provided, however, that the limitation in clause (A)(I) or (B)(I) shall not apply to sales, transfers or dispositions of assets between members of the Aerospace SAG) or (II) any Section 355 Entity (each such separate affiliated group, a "Section 355 Entity SAG") held immediately before the relevant Internal Distribution (provided, however, that the limitation in clause (A)(II) or (B)(II) shall not apply to sales, transfers or dispositions of assets between members of the same such Section 355 Entity SAG), in the case of each of clauses (A) and (B), such

percentages to be measured based on fair market value as of the Distribution Date, or (C) any lesser amount of the gross assets described in clauses (A) or (B) if that sale or transfer could reasonably be expected to result in a significant and material change to, or termination of, the relevant Active Trade or Business;

(vi) (A) dispose of or permit an Affiliate of Aerospace to dispose of, directly or indirectly, any interest in any ATB Entity, (B) permit a disposition of equity in or an issuance of equity by any member of the Aerospace SAG or Section 355 Entity SAG (or any entity with any interest, direct or indirect, in any member of the Aerospace SAG or Section 355 Entity SAG) if, as a result of such disposition or issuance, Aerospace or a Section 355 Entity, as applicable, is no longer treated as engaged in the relevant Active Trade or Business with respect to the Distribution or the relevant Internal Distribution, respectively, or (C) permit any ATB Entity to make or revoke any election under Section 301.7701-3 of the Regulations;

(vii) redeem or otherwise repurchase (directly or indirectly) any Aerospace Capital Stock or Capital Stock of any Section 355 Entity, or rights to acquire such stock, except to the extent, with respect to Aerospace Capital Stock, such redemptions or repurchases satisfy Section 4.05(1)(b) of IRS Revenue Procedure 96-30 (as in effect prior to the amendment by IRS Revenue Procedure 2003-48);

(viii) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the relative voting rights of the separate classes of Aerospace Capital Stock or the Capital Stock of any Section 355 Entity; provided, however, that this clause (viii) shall not be deemed to be violated upon Aerospace's adoption of a shareholder rights plan that meets the requirements of IRS Revenue Ruling 90-11;

(ix) take or fail to take, as the case may be, any of the actions specified in Exhibit G; or

(x) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation or covenant made in any Tax Opinion Representation Letter or any Tax Opinions/Rulings) that, in the aggregate (and taking into account any other transactions described in this Section 4.03(a)), would be reasonably likely to have the effect of causing or permitting one or more Persons to acquire, directly or indirectly, Aerospace Capital Stock or Capital Stock of any Section 355 Entity representing a "50-percent or greater interest" (as such term is defined in Section 355(d) and (e) of the Code) in Aerospace or such Section 355 Entity, as applicable, or otherwise jeopardize the Intended Tax Treatment.

(b) For purposes of this Agreement, "Proposed Acquisition Transaction" means any transaction or series of transactions (or any agreement, understanding or arrangement (within the meaning of Section 355(e) of the Code and Section 1.355-7 of the Regulations) to enter into a transaction or series of transactions, whether any such transaction is to occur during or after the Restricted Period) as determined for purposes of Section 355(e) of the Code, whether such transaction is supported by the management or shareholders of Aerospace or any Section

355 Entity, is a hostile acquisition or otherwise, as a result of which Aerospace or any Section 355 Entity would merge or consolidate with any Person other than any other member of the Aerospace Group or one or more Persons would (directly or indirectly) acquire, or have the right to acquire (including pursuant to an option, warrant or other conversion right), from Aerospace, a Section 355 Entity or any other Person or Persons, an interest in the equity of Aerospace or any Section 355 Entity that would, when combined with any other acquisitions of Aerospace Capital Stock or Capital Stock of any such Section 355 Entity, as relevant, that are pertinent for purposes of Section 355(e) of the Code, comprise 40% or more of the value or the total combined voting power of all interests that are treated as outstanding equity in Aerospace or such Section 355 Entity, as relevant, for U.S. federal Income Tax purposes immediately after such transaction or, in the case of a series of related transactions, immediately after the last transaction in such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by Aerospace of a shareholder rights plan or (ii) issuances by Aerospace that satisfy Safe Harbor VIII (relating to acquisitions in connection with a Person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Section 1.355-7(d) of the Regulations. For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization, repurchase or redemption of equity in Aerospace or any Section 355 Entity and any amendment to the certificate of incorporation (or other organizational documents) of Aerospace or such Section 355 Entity shall be treated as an indirect acquisition of such stock by any shareholder to the extent such shareholder's percentage interest in the issuer for U.S. federal Income Tax purposes increases by vote or value.

(c) If Aerospace, any member of the Aerospace SAG, any Section 355 Entity or any ATB Entity merges or consolidates with another entity to form a new entity, references in this Agreement to Aerospace, a member of the Aerospace SAG, a Section 355 Entity or an ATB Entity, as applicable, shall be to that new entity and references in this Agreement to Aerospace Capital Stock or interests in a member of the Aerospace SAG, a Section 355 Entity or an ATB Entity, as applicable, shall be to the Capital Stock or other relevant instruments or rights of that new entity.

(d) From the date hereof until the first Business Day after the Restricted Period, Aerospace shall (and shall cause each Section 355 Entity, the Aerospace SAG, and each Section 355 Entity SAG) to (i) maintain the active conduct (as defined in Section 355(b)(2) of the Code and the Regulations thereunder) of the Active Trades or Businesses and (ii) not engage in any transaction that would result in the Aerospace SAG or any Section 355 Entity SAG, as applicable, ceasing to be engaged in the active conduct of the relevant Active Trade or Business with respect to the Distribution or the relevant Internal Distribution, respectively, for purposes of Section 355(b)(2) of the Code.

(e) Aerospace shall not take or fail to take any action during the Restricted Period that would reasonably be expected to increase the Tax liability of the Automation Group in connection with the Transactions and shall not undertake any transaction that is not in the ordinary course of business and that would result in any member of the Automation Group reporting additional income under Section 951 or 951A of the Code.

(f) The provisions of this Section 4.03, including the definition of "Proposed Acquisition Transaction," are intended, among other things, to monitor compliance with Section

355 of the Code and shall be interpreted accordingly. Any clarification of, or change in, Section 355 of the Code or the Regulations thereunder shall be incorporated into this Section 4.03 and its interpretation.

SECTION 4.04. Consent to Take Certain Restricted Actions.

(a) Aerospace may (and may cause or permit a member of the Aerospace Group to) take an action otherwise prohibited under Section 4.03(a) if Automation consents in writing, which consent shall be in Automation's sole discretion. For the avoidance of doubt, Automation's written consent pursuant to this Section 4.04(a) shall not in any way relieve Aerospace of its indemnification obligations under Section 2.02(d) or Section 2.02(e).

(b) Automation may, in its sole discretion and as a condition to granting its written consent pursuant to Section 4.04(a), require Aerospace to provide Satisfactory Guidance; provided, however, the provision of Satisfactory Guidance shall not obligate Automation to grant its written consent pursuant to Section 4.04(a).

(c) For purposes of this Agreement, "Satisfactory Guidance" means either a Ruling or an Unqualified Tax Opinion concluding that the proposed action will not cause any step of the Transactions to fail to qualify for its Intended Tax Treatment; provided that any Unqualified Tax Opinion obtained in connection with a proposed acquisition of Aerospace Capital Stock or the Capital Stock of any Section 355 Entity entered into during the Restricted Period must conclude that such proposed acquisition will not be treated as "part of a plan (or series of related transactions)" within the meaning of Section 355(e) of the Code and the Regulations promulgated thereunder, that includes the Distribution or the Internal Distribution with respect to Aerospace or such Section 355 Entity, as applicable. Such Ruling or Unqualified Tax Opinion shall constitute Satisfactory Guidance only if it is satisfactory to Automation in its sole discretion in both form and substance, including with respect to any underlying assumptions or representations and any legal analysis contained therein.

(d) For purposes of this Agreement, "Unqualified Tax Opinion" means an unqualified "will" opinion of a Tax Advisor that permits reliance by Automation. The Tax Advisor, in issuing its opinion, shall be permitted to rely on the validity and correctness, as of the date given, of any previously issued Tax Opinions/Rulings, unless such reliance would be unreasonable under the circumstances, and shall assume that each of the applicable Transactions would have qualified for its Intended Tax Treatment if the action in question did not occur.

SECTION 4.05. Procedures Regarding Opinions and Rulings.

(a) If Aerospace notifies Automation that it desires to take a restricted action described in Section 4.03(a) and Automation requires Satisfactory Guidance as a condition to consenting to such restricted action pursuant to Section 4.04(b), Automation shall use commercially reasonable efforts to assist Aerospace in obtaining such Satisfactory Guidance. Notwithstanding the foregoing, Automation shall not be required to take any action pursuant to this Section 4.05(a) if, upon request, Aerospace fails to certify that all information and representations relating to Aerospace or any member of the Aerospace Group in the relevant documents are true, correct and complete or fails to obtain certification from any counterparty to any Proposed Acquisition Transaction that all information and representations relating to such

counterparty and its Affiliates in the relevant documents are true, correct and complete. Aerospace shall bear all costs and expenses of securing such Satisfactory Guidance and shall reimburse Automation for all reasonable out-of-pocket costs and expenses incurred by Automation or any member of the Automation Group in obtaining Satisfactory Guidance within ten (10) Business Days after receiving an invoice from Automation therefor.

(b) Notwithstanding anything herein to the contrary, Automation, in its sole discretion, may determine that Aerospace shall not seek a Ruling.

(c) Automation shall have exclusive control over the process of obtaining any Ruling relating to the Transactions, and neither Aerospace nor any of its Affiliates shall independently seek any guidance concerning the Transactions from any Taxing Authority at any time. In connection with obtaining any Ruling pursuant to Section 4.05(a), Automation shall (i) keep Aerospace informed of all material actions taken or proposed to be taken by Automation, (ii) reasonably in advance of the submission of any Ruling request provide Aerospace with a draft thereof, consider Aerospace's comments on such draft, and provide Aerospace with a final copy, and (iii) provide Aerospace with notice reasonably in advance of, and permit Aerospace to attend, any formally scheduled meetings with the IRS or other relevant Taxing Authority (subject to the approval of the IRS or other relevant Taxing Authority, as applicable) that relate to such Ruling. If Automation determines to seek and obtain such a Ruling or Tax opinion concerning the Transactions, Aerospace shall (and shall cause its Affiliates to) cooperate with Automation and take any and all actions reasonably requested by Automation in connection with obtaining such a Ruling or opinion (including, without limitation, by making any representation or covenant or providing any materials or information requested by the relevant Taxing Authority or advisor).

SECTION 4.06. Notification and Certification Regarding Certain Acquisition Transactions. If Aerospace proposes to enter into any 10% Acquisition Transaction or take any affirmative action to permit any 10% Acquisition Transaction to occur at any time during the Restricted Period following the Distribution Date, Aerospace shall provide Automation, no later than ten (10) Business Days following the signing of any written agreement with respect to such 10% Acquisition Transaction or obtaining knowledge of the occurrence of any such 10% Acquisition Transaction that takes place without written agreement, with a written description of such transaction (including the type and amount of Aerospace Capital Stock to be acquired) and a certificate of the chief financial officer of Aerospace to the effect that the 10% Acquisition Transaction is not a Proposed Acquisition Transaction or any other transaction to which the requirements of Section 4.03(a) apply. For purposes of this Section 4.06, "10% Acquisition Transaction" means any transaction or series of transactions that would be a Proposed Acquisition Transaction if the percentage specified in the definition of Proposed Acquisition Transaction were 10% instead of 40%.

SECTION 4.07. Reporting. Subject to Section 3.02(g), Automation and Aerospace shall (i) timely file any appropriate information and statements (including as required by Section 6045B of the Code and Section 1.355-5 and, to the extent applicable, Section 1.368-3 of the Regulations) to report each of the applicable Transactions as qualifying for its Intended Tax Treatment and (ii) not take any position on any Tax Return that is inconsistent with such qualification.

SECTION 4.08. Certain Other Agreements.

(a) In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Employee Matters Agreement, the Employee Matters Agreement shall control.

(b) In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of any agreement set forth on Exhibit H, the relevant agreement set forth on Exhibit H shall control.

(c) In the event and to the extent that there shall be a conflict between the provisions of this Agreement and Section 5.8 of the Separation Agreement, Section 5.8 of the Separation Agreement shall control.

SECTION 4.09. Protective Section 336(e) Election. If Automation determines, in its sole discretion, that a Protective Section 336(e) Election shall be made with respect to the Distribution, Aerospace shall (and shall cause any relevant member of the Aerospace Group to) take any such action that is necessary to effect such election, including any corresponding election with respect to any of its Subsidiaries, as determined by Automation, and shall cooperate with Automation to facilitate the making of such election. If a Protective Section 336(e) Election is made with respect to the Distribution, then this Agreement shall be amended in such a manner as is determined by Automation in good faith to take into account such Protective Section 336(e) Election, including by requiring that, in the event (i) the Aerospace Spin Contribution or the Distribution fails to qualify for its Intended Tax Treatment, (ii) Aerospace does not have exclusive responsibility pursuant to this Agreement for the Transaction Taxes arising from such failure, and (iii) Aerospace or any member of the Aerospace Group actually realizes in cash a Tax Benefit arising from the step-up in Tax basis resulting from the Protective Section 336(e) Election, Aerospace shall pay over to Automation any such Tax Benefits realized (provided that if such Transaction Taxes are Taxes for which more than one Party is liable (including pursuant to Section 2.02(e)), Aerospace shall pay over to Automation the percentage of any such Tax Benefits realized that corresponds to Automation's percentage share of such Taxes).

SECTION 4.10. Gain Recognition Agreements. Aerospace will not take any action (including the sale or disposition of any stock, securities or other assets), or permit its Affiliates to take any such action, and Aerospace will not fail to take any action or permit its Affiliates to fail to take any action, that would cause Automation or any of its Affiliates or Aerospace or any of its Affiliates to recognize gain under any Gain Recognition Agreement. Aerospace shall, and shall cause its applicable domestic Subsidiaries to, enter into a new Gain Recognition Agreement with respect to each of the transfers notified in writing by Automation to Aerospace within one hundred eighty (180) days following the Distribution Date in order to avoid the occurrence of any "triggering event" within the meaning of Section 1.367(a)-8(j) of the Regulations that would otherwise occur as a result of the Transactions.

ARTICLE V

PROCEDURAL MATTERS

SECTION 5.01. Cooperation.

(a) Each Party shall (and shall cause its Affiliates to) cooperate with reasonable requests from the other Party in matters covered by this Agreement, including in connection with the preparation and filing of Tax Returns, the calculation of Taxes, the determination of the proper financial accounting treatment of Tax items and the conduct and settlement of Tax Contests. Such cooperation shall include:

(i) retaining until the expiration of the relevant statute of limitations (including extensions) records, documents, accounting data, computer data and other information necessary for the preparation, filing, review, audit or defense of all Tax Returns relevant to an obligation, right or liability of either Party under this Agreement ("Tax Records");

(ii) the execution of any document that may be necessary or reasonably helpful in connection with any Tax Contest or the filing of a Tax Return, obtaining a Tax opinion or private letter ruling (except as otherwise provided in Section 4.05(b)), or other matters covered by this Agreement, including certification (provided in such form as may be required by applicable Law or reasonably requested and made to the best of a Party's knowledge) of the accuracy and completeness of the information it has supplied;

(iii) the use of the Parties' reasonable best efforts to obtain any documentation that may be necessary or reasonably helpful in connection with any of the foregoing;

(iv) providing the other Party reasonable access to Tax Records and to its current personnel and premises during normal business hours to the extent relevant to an obligation, right or liability of the other Party under this Agreement or otherwise reasonably required by the other Party to complete Tax Returns or to compute the amount of any payment contemplated by this Agreement;

(v) making determinations with respect to actions described in Section 4.03(a) as promptly as practicable; and

(vi) notifying the other Party prior to disposing of any relevant Tax Records and affording the other Party the opportunity to take possession or make copies of such Tax Records at its discretion.

(b) Any information or documents provided under this Section 5.01 shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any Tax Contest. Notwithstanding any other provision of this Agreement, the Separation Agreement or any Ancillary Agreement, (i) neither Automation nor any Affiliate of Automation shall be required to

provide Aerospace or any Affiliate of Aerospace or any other Person access to or copies of any information, documents or procedures (including the proceedings of any Tax Contest) other than information, documents or procedures that relate solely to Aerospace, the Aerospace Business (including the assets and liabilities thereof) or any Affiliate of Aerospace, (ii) in no event shall Automation or any Affiliate of Automation be required to provide Aerospace, any Affiliate of Aerospace or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege, and (iii) in no event shall Aerospace or any Affiliate of Aerospace be required to provide Automation, any Affiliate of Automation or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that Automation determines that the provision of any information or documents to Aerospace or any Affiliate of Aerospace, or Aerospace determines that the provision of any information or documents to Automation or any Affiliate of Automation, could be commercially detrimental, violate any Law or agreement or waive any Privilege, the Parties shall use reasonable best efforts to permit compliance with its obligations under this Section 5.01 in a manner that avoids any such harm or consequence.

(c) If any member of the Aerospace Group supplies information to a member of the Automation Group in connection with a Tax liability and an officer of a member of the Automation Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Automation Group identifying the information being so relied upon, the chief financial officer of Aerospace (or any officer of Aerospace as designated by the chief financial officer of Aerospace) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

(d) If any member of the Automation Group supplies information to a member of the Aerospace Group in connection with a Tax liability and an officer of a member of the Aerospace Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the Aerospace Group identifying the information being so relied upon, the chief financial officer of Automation (or any officer of Automation as designated by the chief financial officer of Automation) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

(e) If a Party fails to comply with any of its obligations set forth in this Section 5.01 upon reasonable request and notice by the other Party, and such failure results in the imposition of additional Taxes, the nonperforming Party shall be liable in full for such additional Taxes; provided that this Section 5.01(e) shall not apply to information governed by Section 2.05(d).

(f) To the extent that Aerospace makes a request pursuant to this Section 5.01 that requires Automation to incur any costs and expenses (including costs and expenses related to employee time to respond to such request, and, for the avoidance of doubt, any costs and expenses incurred by Automation for services of any third party engaged by Automation to assist with such request), Aerospace shall reimburse Automation for all such costs and expenses, including a reasonable hourly charge for employee time. To the extent Automation obtains the

services of any third party to assist with such a request, Automation shall select such third party in its sole discretion. Nothing contained in this Agreement, including this Section 5.01, shall be construed to permit Aerospace access to Automation Separate Returns.

SECTION 5.02. Interest. Any payments required pursuant to this Agreement that are not made within the time period specified in this Agreement shall bear interest from the end of that period. Interest required to be paid pursuant to this Agreement shall, unless otherwise specified, be computed at the rate and in the manner provided in the Code for interest on underpayments and overpayments, as applicable, for the relevant period.

SECTION 5.03. Indemnification Claims and Payments.

(a) An Indemnitee shall be entitled to make a claim for payment with respect to Taxes under this Agreement when the Indemnitee determines that it is entitled to such payment and is able to calculate with reasonable accuracy the amount of such payment (including as a result of the finalization of a Tax Return before filing). Except as otherwise provided in Section 3.02(f) and Section 3.03, the Indemnitee shall provide to the Indemnifying Party notice of such claim within sixty (60) Business Days of the first date on which it so becomes entitled to make such claim. Such notice shall include a description of such claim and a detailed calculation of the amount claimed.

(b) Except as otherwise provided in Section 3.02(f) and Section 3.03, the Indemnifying Party shall make the claimed payment to the Indemnitee within fifteen (15) Business Days after receiving such notice, unless the Indemnifying Party reasonably disputes its liability for, or the amount of, such payment.

(c) A failure by an Indemnitee to give notice as provided in Section 3.02(f), Section 3.03 or Section 5.03(a) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(d) Nothing in this Section 5.03 shall prejudice a Party's right to receive payments pursuant to Section 3.02(f) or Section 3.03.

SECTION 5.04. Amount of Indemnity Payments.

(a) Without duplication of Article II, the amount of any Indemnity Payment shall be (i) reduced to take into account any Tax Benefit actually realized by the Indemnitee, resulting from the incurrence of the liability in respect of which the Indemnity Payment is made, in the Tax year of such liability or in any taxable period ending on or prior to the close of the Tax year of such liability and (ii) increased to take into account any Tax cost actually incurred by the Indemnitee resulting from the receipt of the Indemnity Payment, including any Tax cost arising from such Indemnity Payment having resulted in income or gain to either Party, for example, under Section 1.1502-19 of the Regulations, and any Taxes imposed on additional amounts payable pursuant to this clause (ii). For purposes of calculating the amount of any Tax Benefit or Tax cost, the applicable Indemnitee shall be deemed to be subject to the maximum applicable statutory Tax rate in the applicable jurisdiction in the taxable year in which such Tax Benefit or Tax cost was realized, and any Tax Attributes of such Indemnitee shall be disregarded.

(b) To the extent that any Tax would both (i) in the absence of this Section 5.04(b), be subject to indemnity pursuant to Section 2.02(d) and (ii) be described in Section 2.02(d) if (A) references in Section 2.02(d) to Aerospace were replaced with references to Automation and (B) references in Section 2.02(d) to any Section 355 Entity were replaced with references to any member of the Automation Group that was a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(b) of the Code) in the Distribution or any Internal Distribution, responsibility for such Tax shall be shared by Automation and Aerospace according to relative fault.

SECTION 5.05. Treatment of Indemnity Payments. In the absence of any change in Tax treatment under the Code, any Indemnity Payment (other than any portion of a payment that represents interest accruing after the Distribution Date) shall be reported for Tax purposes by the payor and recipient as a distribution by Aerospace to Automation or a capital contribution by Automation to Aerospace, as appropriate, and as if such payment or transfer had occurred immediately prior to the Distribution (but only to the extent the payment does not constitute reimbursement of a Tax allocated to the payor in accordance with Section 1552 of the Code or the Regulations thereunder or Section 1.1502-33(d) of the Regulations (or under corresponding principles of other applicable Tax Laws)) or payment of an assumed or retained liability, except as otherwise required by applicable Law or a Determination.

SECTION 5.06. Tax Disputes. Notwithstanding anything to the contrary in Article VI, this Section 5.06 shall govern the resolution of any dispute arising between the Parties involving computational matters or the interpretation of operative Tax law in connection with this Agreement (a "Tax Dispute"), other than a dispute (i) relating to liability for Transaction Taxes, (ii) in which the amount of liability in dispute exceeds $20 million or (iii) relating to a Tax Return as described in Section 3.01(d). The Parties shall negotiate in good faith to resolve any Tax Dispute for forty-five (45) calendar days (unless earlier resolved). If such Tax Dispute is not so resolved, then a senior executive of each Party shall, in good faith, attempt to resolve such Tax Dispute within forty-five (45) days following the referral of the matter to the senior executives. If such good-faith negotiations among senior executives do not resolve the Tax Dispute, such Tax Dispute shall be referred to an Accounting Firm acceptable to both Parties to resolve the Tax Dispute. The Accounting Firm may, in its discretion, obtain the services of any third party appraiser, accounting firm or consultant that the Accounting Firm deems necessary to assist it in resolving the Tax Dispute. The Parties shall instruct the Accounting Firm to furnish written notice to each Party of its resolution of the Tax Dispute as soon as practicable, but in any event no later than sixty (60) calendar days after its acceptance of the matter for resolution; provided, however, that the failure of the Accounting Firm to deliver its determination within such time period shall not render such determination ultra vires or constitute a defense or objection to the finality or enforcement of such determination. The Accounting Firm shall act as an expert, and not as an arbitrator, and shall determine only the specific items under dispute by the Parties. The Accounting Firm shall make determinations with respect to the disputed items based solely on representations made by Automation, Aerospace and their respective representatives, and not by independent review. No Party shall engage in any ex parte communication (i.e., without the inclusion of the other Party) with the Accounting Firm, and if a Party provides information or documentation to the Accounting Firm, it shall simultaneously provide it to the other Party. The parties to the Tax Dispute shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such

determination. Any such resolution by the Accounting Firm will, absent fraud or manifest error, be conclusive and binding on the Parties and shall not be subject to challenge or appeal, and the Parties shall take, or cause to be taken, any action necessary to implement the resolution. Any challenge or appeal taken by a Party on the basis of fraud or manifest error shall be subject to the arbitration procedures contained in Section 8.1 of the Separation Agreement, which such provisions are hereby incorporated herein by reference, *mutatis mutandis*. All fees and expenses of the Accounting Firm shall be shared equally by the Parties. In the event that the Parties are unable to agree upon an Accounting Firm within fifteen (15) Business Days following the completion of the referral of a Tax Dispute to senior executives, the Parties shall each separately retain an independent, nationally recognized accounting firm (each, a "Preliminary Accounting Firm"), which Preliminary Accounting Firms shall jointly select an Accounting Firm on behalf of the Parties to act as an expert in order to resolve the Tax Dispute.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. This Agreement will terminate without further action at any time before the Distribution upon termination of the Separation Agreement. If terminated, no Party will have any liability of any kind to the other Party or any other Person on account of this Agreement, except as provided in the Separation Agreement.

SECTION 6.02. Applicability. This Agreement shall not apply before the Distribution.

SECTION 6.03. Survival. Except as expressly set forth in this Agreement, the covenants and indemnification obligations in this Agreement shall survive the Distribution and shall remain in full force and effect.

SECTION 6.04. Separation Agreement. The Parties agree that, in the event of a conflict between the terms of this Agreement and the Separation Agreement with respect to the subject matter hereof, the terms of this Agreement shall govern.

SECTION 6.05. Counterparts; Entire Agreement.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and a facsimile or PDF signature shall constitute an original for all purposes.

(b) This Agreement, the Separation Agreement, the other Ancillary Agreements and the Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

SECTION 6.06. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

SECTION 6.07. Dispute Resolution. Subject to Section 5.06, the dispute resolution procedures set forth in Section 8.1 of the Separation Agreement shall apply and are hereby incorporated herein by reference, *mutatis mutandis*.

SECTION 6.08. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.08.

SECTION 6.09. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Notwithstanding the foregoing, either Party may assign this Agreement without consent in connection with (a) a merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's assets, or (b) the sale of all or substantially all of such Party's assets; provided, however, that the assignee expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party provides written notice and evidence of such assignment and assumption to the non-assigning Party. No assignment permitted by this Section 6.09 shall release the assigning Party from liability for the full performance of its obligations under this Agreement. Any purported assignment in violation of this Section 6.09 shall be void *ab initio*.

SECTION 6.10. Third-Party Beneficiaries. (a) The provisions of this Agreement are solely for the benefit of the Parties hereto and their permitted successors and assigns and are not intended to confer upon any other Person any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

SECTION 6.11. Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 6.11 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 6.11 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) business day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.11):

If to Automation, to:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202
Attn: Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary
Email: [***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd St.
New York, NY 10019
Attention: Andrew J. Nussbaum
Karessa L. Cain
George N. Tepe
Email: AJNussbaum@wlrk.com
KLCain@wlrk.com
GNTepe@wlrk.com

If to Aerospace, to:

Honeywell Aerospace Inc.
1944 E Sky Harbor Cir N
Phoenix, AZ 85034
Attn: John Donofrio, Senior Vice President, General Counsel and Corporate Secretary
Email: [***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd St.
New York, NY 10019
Attention: Andrew J. Nussbaum
Karessa L. Cain
George N. Tepe
Email: AJNussbaum@wlrk.com
KLCain@wlrk.com
GNTepe@wlrk.com

SECTION 6.12. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 6.13. Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 6.14. Waivers of Default. Any provision of this Agreement may be waived if and only if such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

SECTION 6.15. Specific Performance. By agreeing to arbitration in accordance with Section 8.1 of the Separation Agreement, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other Order in aid of arbitration proceedings. The Parties agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Thus, each Party irrevocably and unconditionally: (i) consents and submits to the exclusive jurisdiction of any federal court located in the State of Delaware or, where such court

does not have jurisdiction, any Delaware state court, in either case, located in New Castle County ("Delaware Court") to compel arbitration or for interim or provisional remedies in aid of arbitration, and the non-exclusive jurisdiction of the Delaware Court to enforce any award under Section 8.1 of the Separation Agreement, and (ii) waives, to the fullest extent it may effectively do so, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (x) the suit, action or proceeding in any such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each Party also agrees that it may be effectively served with process via (I) personal delivery of a copy of the summons and complaint or (II) alternatively, by providing notices to a designated agent for service of process; provided, however, that, without prejudice to the foregoing, service of process (including service of process to enforce a final and non-appealable judgment issued by a Delaware Court hereunder) may also be effected in any other manner that satisfies the legal requirements for service of process in the country or jurisdiction where a Party is incorporated or organized, or the country or jurisdiction where a Party's headquarters, officers or directors are located. Notwithstanding the preceding sentence, a Party may commence any claim, action or proceeding in a court other than the above-named courts solely for the purpose of enforcement of any award under this Section 6.15. The foregoing consent to jurisdiction shall not (1) constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except as permitted herein, or (2) be deemed to confer rights on any Person, other than the Parties. The Parties further agree that each Party may seek relief pursuant to this Section 6.15 without proof of actual harm and without the need to post any undertaking, bond or any security in connection therewith (and each party hereby waives any requirement for the securing or posting of any such undertaking, bond or security in connection with such remedy). The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law, unavailable or inequitable for any reason. The Parties acknowledge and agree that the right of specific enforcement is an integral part of this Agreement and without that right, neither Automation nor Aerospace would have entered into this Agreement.

SECTION 6.16. Amendments. This Agreement may not be modified, amended, or supplemented except by an agreement in writing specifically designated as an amendment, modification, or supplement hereto signed by each of the Parties.

SECTION 6.17. Confidentiality. Each Party hereby acknowledges that confidential Information of such Party or its Subsidiaries may be exposed to employees and agents of the other Party or its Subsidiaries as a result of the activities contemplated by this Agreement. Each Party agrees, on behalf of itself and its Subsidiaries, that such Party's obligations with respect to Information and data of the other Party or its Subsidiaries shall be governed by Section 7.8 of the Separation Agreement.

SECTION 6.18. Interpretation. The rules of interpretation set forth in Section 1.2 of the Separation Agreement shall be incorporated by reference to this Agreement, mutatis mutandis. NOTWITHSTANDING THE FOREGOING, THE PURPOSE OF ARTICLE IV IS

TO ENSURE THAT EACH OF THE APPLICABLE TRANSACTIONS QUALIFIES FOR ITS INTENDED TAX TREATMENT AND, ACCORDINGLY, THE PARTIES AGREE THAT THE LANGUAGE THEREOF SHALL BE INTERPRETED IN A MANNER THAT SERVES THIS PURPOSE TO THE GREATEST EXTENT POSSIBLE.

SECTION 6.19. Compliance by Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the date of this Agreement.

SECTION 6.20. No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

SECTION 6.21. No Set-Off. Except as mutually agreed to in writing by the Parties, neither Party shall have any right of set-off or other similar rights with respect to any amounts due pursuant to this Agreement or any other amounts claimed to be owed to the other Party arising out of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HONEYWELL INTERNATIONAL INC.

By: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Assistant Secretary

HONEYWELL AEROSPACE INC.

By: /s/ James Currier
Name: James Currier
Title: President & Chief Executive Officer

EMPLOYEE MATTERS AGREEMENT

by and between

HONEYWELL INTERNATIONAL INC.

and

HONEYWELL AEROSPACE INC.

Dated as of June 29, 2026

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EMPLOYEE MATTERS AGREEMENT

EMPLOYEE MATTERS AGREEMENT (this "Agreement"), dated as of June 29, 2026, by and between Honeywell International Inc., a Delaware corporation ("Automation"), and Honeywell Aerospace Inc. (f/k/a Honeywell Aerospace LLC), a Delaware corporation ("Aerospace," and together with Automation, the "Parties").

R E C I T A L S

WHEREAS the Parties have entered into the Separation and Distribution Agreement (the "Separation Agreement") dated as of June 29, 2026, pursuant to which Automation intends to effect the Distribution; and

WHEREAS the Parties wish to set forth their agreements as to certain matters regarding employment, compensation and employee benefits.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. Definitions. For purposes of this Agreement, the following terms shall have the following meanings. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Separation Agreement unless otherwise indicated.

"Adjusted PCU" has the meaning set forth in Section 3.02.

"Aerospace" has the meaning set forth in Preamble.

"Aerospace 401(k) Plan" has the meaning set forth in Section 9.01.

"Aerospace 401(k) Trust" has the meaning set forth in Section 9.01.

"Aerospace Adjusted Stock Value" means the product of (a) the Aerospace Stock Value and (b) the Distribution Ratio.

"Aerospace Adjustment Ratio" means the quotient, rounded to six decimal places, obtained by dividing (a) the Automation Pre-Separation Stock Value by (b) the Aerospace Stock Value.

"Aerospace Awards" means Aerospace Option Awards, Aerospace RSU Awards and Aerospace PSU Awards, collectively.

"Aerospace Benefit Plan" shall mean any Benefit Plan sponsored, maintained or, unless such Benefit Plan is sponsored or maintained by a member of the Automation Group, contributed

to by any member of the Aerospace Group or to which any member of the Aerospace Group is a party.

"Aerospace Board" means the Board of Directors of Aerospace.

"Aerospace Business" shall have the meaning set forth in the Separation Agreement.

"Aerospace Common Stock" shall mean the issued and outstanding shares of Common Stock, par value $1.00 per share, of Aerospace.

"Aerospace Common Stock Fund" has the meaning set forth in Section 9.04.

"Aerospace Nonqualified Deferred Compensation Plans" has the meaning set forth in Section 10.01.

"Aerospace Employee" shall mean, as of any applicable date, (a) each individual who is an employee of the Aerospace Group as of immediately prior to the Distribution, including any individual who is not actively at work due to a leave of absence (including vacation, holiday, illness, injury, short-term disability), (b) each individual who becomes an active employee of the Aerospace Group following the Welfare Plan Date, but, in each case of clause (a) or (b), excluding any Former Aerospace Employee, (c) each individual listed in a Local Agreement as an Aerospace Employee and (d) each individual, if any, who, although deemed to be an employee of the Automation Group due to the Transfer of Undertakings because of such individual's rendering of services pursuant to the TSA or otherwise, is intended by Automation to be an Aerospace Employee; provided, however, that unless otherwise required by applicable Law, each individual listed in a Local Agreement as an Automation Employee shall be an Automation Employee for all purposes of this Agreement.

"Aerospace Employee PCU" shall mean a performance cash unit that has been granted to an Aerospace Employee under an Automation Equity Plan.

"Aerospace Independent Contractor" shall mean each individual who, as of the date on which Automation determines to transfer the contracts of service of applicable individuals to Aerospace or another member of the Aerospace Group, is engaged as an independent contractor or consultant by Automation or any member of the Automation Group or who is party to any agreement with Automation or any member of the Automation Group contemplating future service, and in each case who Automation determines as of such date is (or who, pursuant to such agreement contemplating future service, would be) either (i) exclusively or primarily engaged in the Aerospace Business or (ii) necessary for the ongoing operation of the Aerospace Business following the Distribution.

"Aerospace Long-Term Incentive Plan" has the meaning set forth in Section 12.01.

"Aerospace LTD Employee" shall mean any Aerospace Employee who is receiving long-term disability benefits under the Automation LTD Plan.

"Aerospace Non-Employee Director" shall mean any member of the board of directors of Aerospace as of immediately after the Effective Time who served as a non-employee director of the Board as of immediately prior to the Effective Time and who is not an Aerospace Employee.

"Aerospace Option Award" means an award of options to purchase Aerospace Common Stock assumed by Aerospace pursuant to the Aerospace Long-Term Incentive Plan in accordance with Sections 12.03(a) and (b).

"Aerospace Partial Transfer Pension Plan" has the meaning set forth in Section 8.02.

"Aerospace PSU Award" means an award of performance-based restricted stock units relating to Aerospace Common Stock assumed by Aerospace pursuant to the Aerospace Long-Term Incentive Plan in accordance with Sections 12.03(f) or (h).

"Aerospace RSU Award" means an award of time-based restricted stock units relating to Aerospace Common Stock assumed by Aerospace pursuant to the Aerospace Long-Term Incentive Plan in accordance with Sections 12.03(c), (d), (e) and (g).

"Aerospace Stock Value" means the volume-weighted average per share price of Aerospace Common Stock on The Nasdaq Stock Market during the Distribution Date.

"Aerospace U.S. Pension Liabilities" has the meaning set forth in Section 8.01.

"Aerospace U.S. Pension Participants" has the meaning set forth in Section 8.01.

"Aerospace U.S. Pension Plan" has the meaning set forth in Section 8.01.

"Aerospace U.S. Pension Transfer Date" has the meaning set forth in Section 8.01.

"Aerospace U.S. Pension Trust" has the meaning set forth in Section 8.01.

"Aerospace Value Factor" means the quotient, rounded to six decimal places obtained by dividing (a) the product of (i) the Distribution Ratio and (ii) the Automation Pre-Separation Stock Value, by (b) the sum of (i) the Aerospace Adjusted Stock Value, and (ii) the Automation Post-Separation Stock Value divided by two (2).

"Aerospace Welfare Plans" has the meaning set forth in Section 6.01.

"Agreement" has the meaning set forth in Preamble.

"Automation" has the meaning set forth in Preamble.

"Automation 401(k) Plan" shall mean the Honeywell 401(k) Plan.

"Automation Adjustment Ratio" means the quotient, rounded to six decimal places, obtained by dividing (a) the Automation Pre-Separation Stock Value by (b) the Automation Post-Separation Stock Value.

"Automation Awards" means each Automation Option Award, Automation PSU Award and Automation RSU Award.

"Automation Benefit Plan" shall mean any Benefit Plan sponsored, maintained or, unless such Benefit Plan is sponsored or maintained by a member of the Aerospace Group, contributed to by any member of the Automation Group or to which any member of the Automation Group is a party.

"Automation CAS Employees" means the employees listed on Schedule A to this Agreement.

"Automation Compensation Committee" means the Management Development and Compensation Committee of the Board.

"Automation Common Stock" shall mean the issued and outstanding shares of Common Stock, par value $1.00 per share, of Automation.

"Automation Common Stock Fund" has the meaning set forth in Section 9.02.

"Automation Employee" shall mean, as of any applicable date, (a) each individual who is an employee of the Automation Group as of immediately prior to the Distribution, including any individual who is not actively at work due to a leave of absence (including vacation, holiday, illness, injury, or short-term disability), (b) each individual who becomes an active employee of the Automation Group following the Distribution, but, in each case, excluding any Aerospace Employee or Former Aerospace Employee and (c) each individual, if any, who, although deemed to be an employee of the Aerospace Group due to the Transfer of Undertakings because of such individual's rendering of services pursuant to the TSA or otherwise, is intended by Automation to be an Automation Employee.

"Automation Equity Plans" shall mean the 2016 Stock Incentive Plan, the 2016 Stock Incentive Plan for Non-Employee Directors, and the 2011 Stock Incentive Plan, each as amended from time to time, and any other stock option, stock incentive compensation plan or arrangement, including equity award agreements, that is an Automation Benefit Plan, as in effect as of the time relevant to the applicable provision of this Agreement.

"Automation Health Savings Account" shall mean any health savings account under a health savings account plan that is an Automation Benefit Plan.

"Automation Independent Contractor" shall mean each individual who, as of the date on which Automation determines to transfer the contracts of service of applicable individuals to Aerospace or another member of the Aerospace Group, is engaged as an independent contractor or consultant by Automation or any member of the Automation Group or who is party to any agreement with Aerospace or any member of the Aerospace Group contemplating future service, and in each case who Automation determines as of such date is (or who, pursuant to such agreement contemplating future service, would be) either (i) exclusively or primarily engaged in

the Automation Business or (ii) necessary for the ongoing operation of the Automation Business following the Distribution.

"Automation LTD Plan" shall mean any long-term disability insurance plan that is an Automation Benefit Plan.

"Automation Non-Employee Director" means an individual who serves as a non-employee director of the Board and who is not an Aerospace Non-Employee Director.

"Automation Nonqualified Deferred Compensation Plans" shall mean the Automation Deferred Incentive Compensation Plan, the Automation Excess Benefit Plan and Supplemental Savings Plan, the Supplemental Pension Plan, the Supplemental Executive Retirement Plan for Executives in Career Band 6 and Above, the Supplemental Defined Benefit Retirement Plan, and the Deferred Compensation Plan for Non-Employee Directors of Automation, each as amended from time to time.

"Automation Option Award" means an award of options to purchase Automation Common Stock granted pursuant to an Automation Equity Plan that is outstanding as of immediately prior to the Effective Time.

"Automation Partial Transfer Pension Plan" has the meaning set forth in Section 8.02.

"Automation Pension Plan" has the meaning set forth in Section 8.01.

"Automation Pension Trust" has the meaning set forth in Section 8.01.

"Automation Post-Separation Stock Value" means the volume-weighted average per share price of Automation Common Stock on the Nasdaq Stock Market during the Distribution Date.

"Automation Pre-Separation Stock Value" means the closing per share price of Automation Common Stock trading "regular way with due bills" on The Nasdaq Stock Market on the last trading day immediately prior to the Distribution Date.

"Automation PSU Award" means an award of performance-based stock units relating to Automation Common Stock granted pursuant to an Automation Equity Plan that is outstanding immediately prior to the Effective Time.

"Automation RSU Award" means an award of restricted stock units with respect to Automation Common Stock granted pursuant to an Automation Equity Plan that is outstanding as of immediately prior to the Effective Time.

"Automation Value Factor" means the quotient, rounded to six decimal places, obtained by dividing (a) the Automation Pre-Separation Stock Value, by (b) the sum of (i) the Aerospace Adjusted Stock Value, and (ii) the Automation Post-Separation Stock Value divided by two (2).

"Automation Welfare Plan" shall mean each Welfare Plan that is an Automation Benefit Plan.

"Benefit Plan" shall mean any plan, program, policy, agreement, arrangement or understanding that is an employment, consulting, deferred compensation, executive compensation, incentive bonus or other bonus, employee pension, profit sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation right, restricted stock, restricted stock unit, deferred stock unit, other equity-based compensation, severance pay, retention, change in control, salary continuation, life, death benefit, health, hospitalization, workers' compensation, sick leave, vacation pay, disability or accident insurance or other employee compensation or benefit plan, program, policy, agreement, arrangement or understanding, including any "employee benefit plan" (as defined in Section 3(3) of ERISA) (whether or not subject to ERISA) sponsored or maintained by such entity or to which such entity is a party.

"COBRA" shall mean the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and any applicable similar state or local laws.

"Code" shall mean the U.S. Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreements" has the meaning set forth in Section 2.03.

"Delayed Transfer Employee" has the meaning set forth in Section 2.02.

"Destination Employer" has the meaning set forth in Section 2.02.

"Distribution Ratio" shall mean a number equal to one-half (0.5).

"Employee Records" shall mean, to the extent existing and possessed by Automation and/or a member of the Automation Group prior to the Distribution Date, all personnel files and/or employee records (including, but not limited to, any IRS Form I-9, IRS Form W-2, and training- or compliance-related documents, whether or not included or retained within or outside each such individual's personnel file) of the Aerospace Employees and Former Aerospace Employees, except for (i) "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended, or any similar state, local or foreign Law (including forms of such individual's work-related medical restriction(s)), or (ii) performance records.

"Employee Representative" shall mean any works council, employee representative, labor union, trade union, labor or management organization, labor board, group of employees, or any similar representative or employee representative body for any Aerospace Employees or Former Aerospace Employees.

"Employment Agreement" means any individual employment contract, offer letter or other individual compensatory arrangement between Automation or any member of the Automation Group on the one hand, and any Aerospace Employee or Former Aerospace Employee on the other hand, as in effect immediately prior to the Distribution Date.

"Employment Taxes" shall mean all fees, Taxes, social insurance payments or similar contributions to a fund of a Governmental Authority with respect to wages or other compensation of an employee or other service provider.

"ERISA" shall mean the U.S. Employee Retirement Income Security Act of 1974, as amended.

"Former Aerospace Employee" shall mean, as of any applicable date, each individual who (I) (a) as of immediately prior to such individual's termination of employment (x) was an Aerospace Employee or (y) dedicated all or substantially all of his or her employment services to the activities and operations of the Aerospace Business (excluding any employees providing services to the Aerospace Group pursuant to the TSA) and (b) as of such applicable date, is not employed by any member of the Aerospace Group, or (II) is identified on Schedule C.

"Former Aerospace Independent Contractor" means (i) any individual who would qualify as an Aerospace Independent Contractor but whose engagement or service with Automation or any member of the Automation Group terminated for any reason prior to any applicable date, and (ii) any former individual independent contractor or consultant of Automation or any member of the Automation Group who was exclusively or primarily engaged in the Aerospace Business (A) at the time either (x) such business was sold, conveyed, assigned, transferred, spun-off, split-off or otherwise disposed of or divested (in whole or in part) to a Person that is not a member of the Aerospace Group or the Automation Group or (y) the operations, activities or production of which were discontinued, abandoned, completed or otherwise terminated (in whole or in part), or (B) at any other time, but in such case only to the extent relating to his or her service with such Aerospace Business.

"Former Automation Employee" shall mean a former employee who, on the applicable date, is not a Former Aerospace Employee.

"Former Automation Independent Contractor" means (i) any individual who would qualify as a Automation Independent Contractor but whose engagement or service with Automation or any member of the Automation Group terminated for any reason prior to any applicable date, and (ii) any former individual independent contractor or consultant of Aerospace or any member of the Aerospace Group who was exclusively or primarily engaged in the Automation Business (A) at the time either (x) such business was sold, conveyed, assigned, transferred, spun-off, split-off or otherwise disposed of or divested (in whole or in part) to a Person that is not a member of the Aerospace Group or the Automation Group or (y) the operations, activities or production of which were discontinued, abandoned, completed or otherwise terminated (in whole or in part), or (B) at any other time, but in such case only to the extent relating to his or her service with such Automation Business.

"Local Agreement" shall mean an agreement describing the implementation of the matters described in this Agreement (including, without limitation, matters regarding employment, compensation and employee benefits) with respect to Non-U.S. Employees in accordance with applicable non-U.S. Law in the custom of the applicable jurisdictions.

"Non-U.S. Employees" has the meaning set forth in Section 13.01.

"Parties" has the meaning set forth in Preamble.

"Pension Asset Transfer Amount" has the meaning set forth in Section 8.01.

"Post-Separation Automation Awards" means Post-Separation Automation Option Awards, Post-Separation Automation RSU Awards and Post-Separation Automation PSU Awards.

"Post-Separation Automation Option Award" means an Automation Option Award adjusted as of the Effective Time in accordance with Section 12.03(a).

"Post-Separation Automation PSU Award" means an Automation PSU Award adjusted as of the Effective Time in accordance with Section 12.03(f).

"Post-Separation Automation RSU Award" means an Automation RSU Award or a Automation PSU Award adjusted as of the Effective Time in accordance with Sections 12.03(c) or (e), respectively.

"Projected Benefit Obligation" has the meaning set forth in Section 8.01.

"Restrictive Covenant Agreement" means any individual (i) Honeywell International Inc. Employee Agreement Relating to Trade Secrets, Proprietary and Confidential Information, (ii) Honeywell International Inc. Noncompete Agreement for Select Management Employees, or (iii) any other individual agreement containing restrictive covenants (including, without limitation, confidentiality, non-disclosure, non-competition, non-solicitation, non-interference, and/or non-hire restrictive covenants), in each case, between Automation or any member of the Automation Group on the one hand, and any Aerospace Employee or Former Aerospace Employee on the other hand, as in effect immediately prior to the Distribution Date.

"Securities Act" means the U.S. Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

"Separation Agreement" has the meaning set forth in Recitals.

"Specified Grantee" means an individual listed on Schedule B to this Agreement.

"Stock Option" means an option to acquire common stock.

"Transfer of Undertakings" shall mean the Transfers of Undertakings Directive 2001/23/EC of the European Council and any similar applicable Law.

"TSA" shall mean the Transition Services Agreement dated as of the date of this Agreement by and between Automation and Aerospace.

"UK Share Purchase Plan" has the meaning set forth in Section 12.05.

"Welfare Plan" shall mean each Benefit Plan that provides life insurance, health care, dental care, accidental death and dismemberment insurance, disability, severance, vacation or other group welfare or fringe benefits.

"Welfare Plan Date" has the meaning set forth in Section 6.01.

ARTICLE 2

GENERAL PRINCIPLES

Section 2.01. Employees and Independent Contractors.

(a) Except as provided in Section 2.02, all Aerospace Employees as of immediately prior to the Distribution shall continue to be employees of the Aerospace Group immediately following the Distribution. The Parties hereto agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, shall result in any Aerospace Employee, or Former Aerospace Employee being deemed to have incurred a termination of employment or being eligible to receive severance benefits, solely as a result of the Distribution. To the extent permitted by applicable Law, through and until immediately prior to the Distribution Date, Automation shall use commercially reasonable efforts to (i) cause the contract of services of any natural person Aerospace Independent Contractor to be transferred to (or retained by, as applicable) a member of the Aerospace Group and (ii) cause the contract of services between any natural person Automation Independent Contractor engaged directly by a member of the Aerospace Group who does not qualify as an Aerospace Independent Contractor, to be transferred to (or retained by, as applicable) a member of the Automation Group.

(b) Except as provided in Section 2.02, all Automation Employees as of immediately prior to the Distribution shall continue to be employees of the Automation Group immediately following the Distribution. The Parties hereto agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, shall result in any Automation Employee, or Former Automation Employee being deemed to have incurred a termination of employment or being eligible to receive severance benefits, solely as a result of the Distribution. To the extent permitted by applicable Law, through and until immediately prior to the Distribution Date, Aerospace shall use commercially reasonable efforts to (i) cause the contract of services of any natural person Automation Independent Contractor to be transferred to (or retained by, as applicable) a member of the Automation Group and (ii) cause the contract of services between any natural person Aerospace Independent Contractor engaged directly by a member of the Automation Group who does not qualify as a Automation Independent Contractor, to be transferred to (or retained by, as applicable) a member of the Aerospace Group.

(c) To the extent that the assignment of any agreement relating to the services of an independent contractor is not permitted by the terms of such agreement or by applicable Law, effective as of the Effective Time, each member of the Group which is intended to be the assignee shall be considered to be a successor to each member of the Group intended to be the

assignor for purposes of, and a third-party beneficiary with respect to, such agreement, such that each member of the Group intended to be the assignee shall enjoy all the rights and benefits under such agreement (including rights and benefits as a third-party beneficiary).

Section 2.02. Delayed Transfer Employees. To the extent that applicable Law (including the Transfer of Undertakings) or any arrangement with a Governmental Authority or any agreement between Parties prevents the Parties from causing any (a) Automation Employee who is intended to be an Aerospace Employee to be employed by a member of the Aerospace Group as of immediately following the Distribution as contemplated by Section 2.01(a) or (b) Aerospace Employee who is intended to be an Automation Employee to be employed by a member of the Automation Group as of immediately following the Distribution as contemplated by Section 2.01(b) (each such employee, a "Delayed Transfer Employee" and the Aerospace Group or Automation Group entity to which such Delayed Transfer Employee is intended to be transferred, the "Destination Employer"), the Parties shall use commercially reasonable efforts to ensure that (i) such Delayed Transfer Employee becomes employed by the Destination Employer at the earliest time permitted by applicable Law or such agreement with a Governmental Authority or at the time mutually agreed between the Parties and (ii) the Destination Employer receives the benefit of such Delayed Transfer Employee's services from and after the Distribution, including under the TSA or by entering into an employee leasing or similar arrangement. "Delayed Transfer Employee" shall also include (x) any Automation Employee who, following the Distribution, provides services to the Aerospace Group under the TSA and whose employment is intended by Automation to transfer to the Aerospace Group following the completion of the applicable TSA service, and with respect to such Delayed Transfer Employees, the Parties shall use commercially reasonable efforts to ensure that any such Delayed Transfer Employee becomes employed by the Aerospace Group as soon as practicable following the completion of the applicable TSA service, and (y) any Automation Employee whose employment is intended to transfer to the Aerospace Group as of immediately following the Distribution as contemplated by Section 2.01, and with respect to each such Delayed Transfer Employee, the Parties shall use commercially reasonable efforts to ensure that each such Delayed Transfer Employee becomes employed by the Aerospace Group as soon as practicable following the Distribution. From and after the commencement of a Delayed Transfer Employee's employment with the Destination Employer, such Delayed Transfer Employee shall be treated for all purposes of this Agreement, including Section 4.02, as if such Delayed Transfer Employee commenced employment with the Destination Employer as of the Distribution as contemplated by Section 2.01.

Section 2.03. Collectively Bargained Employees. All provisions contained in this Agreement providing for the treatment of compensation and benefits in connection with the Distribution shall apply equally to any employee who is covered by any agreements or arrangements with any collective bargaining representative, works council, labor union, trade union, labor or management organization, group of employees, or other Employee Representative (collectively, "Collective Bargaining Agreements"), including all (i) national or sector specific collective agreements which are applicable to Aerospace Employees and (ii) modifications of, or amendments to, such agreements or arrangements and any rules, procedures, awards or decisions of Governmental Authorities interpreting or applying such

agreements, except to the extent that any such agreement specifically provides for the compensation or benefits contemplated by such provision and, in each such case, such agreement shall apply rather than the terms of this Agreement.

Section 2.04. Collective Bargaining Agreements. As of the Distribution, Aerospace shall, and shall cause the members of the Aerospace Group as appropriate to, adopt and assume any Collective Bargaining Agreement covering any of the Aerospace Employees immediately prior to the Distribution, subject to any agreed-upon changes required by the transition of such Collective Bargaining Agreement to Aerospace or applicable Law, and recognize the works councils, labor unions and other Employee Representatives that are party to such Collective Bargaining Agreements; provided that any compensation or benefits that were, prior to the Distribution, provided to Aerospace Employees under the Collective Bargaining Agreements through the Automation Benefit Plans shall, to the extent such compensation and benefits are still required to be provided under the Collective Bargaining Agreements on and after the Distribution, be provided as mutually agreed with such works councils, labor unions and other Employee Representatives through the Aerospace Benefit Plans as set forth in this Agreement. Nothing in this Agreement is intended to alter the provisions of any Collective Bargaining Agreement or modify in any way the obligations of the Automation Group or the Aerospace Group to any Employee Representative or any other Person as described in such Collective Bargaining Agreement.

Section 2.05. Information and Consultation. The Parties shall, and shall cause the other members of the Automation Group and/or Aerospace Group (as applicable) to, comply with all requirements and obligations to inform, consult or otherwise notify any Aerospace Employees, any Automation Employees, and/or Employee Representatives in relation to the Distribution or other transactions contemplated by this Agreement and/or the Separation Agreement, whether required pursuant to any Collective Bargaining Agreement, the Transfer of Undertakings, or other applicable Law.

Section 2.06. Liabilities and Assets Generally.

(a) All Liabilities and Assets Assumed or retained by a member of the Automation Group under this Agreement shall be Automation Liabilities or Automation Assets, respectively, for purposes of the Separation Agreement. All Liabilities and Assets Assumed or retained by a member of the Aerospace Group under this Agreement shall be Aerospace Liabilities or Aerospace Assets, respectively, for purposes of the Separation Agreement.

(b) From and after the Distribution Date, except as expressly provided in this Agreement (or a Local Agreement) or as required under applicable Law:

(i) Aerospace and the Aerospace Group shall assume or retain, as applicable, and Aerospace hereby agrees to pay, perform, fulfill and discharge, in due course in full, whenever incurred (i) all Liabilities with respect to the employment, engagement, service, or termination of employment, engagement, or service of all Aerospace Employees, Former Aerospace Employees, Aerospace Independent Contractors, Former Aerospace Independent Contractors, and their dependents and

beneficiaries in each case, to the extent arising, in whole or in part, in connection with or as a result of employment, engagement or service with or the performance or services to or on behalf of any member of the Aerospace Group or Automation Group, (ii) all Liabilities under all Aerospace Benefit Plans, taking into account the Aerospace Benefit Plan's assumption of Liabilities with respect to Aerospace Employees and Former Aerospace Employees that were originally the Liabilities of the corresponding Automation Benefit Plan with respect to period prior to the Effective Time, and (iii) any other Liabilities expressly assigned to Aerospace or any member of the Aerospace Group under this Agreement or Schedule 1.1(25)(iii) of the Separation Agreement, and

(ii) Automation and the Automation Group shall assume or retain, as applicable, and Automation hereby agrees to pay, perform, fulfill and discharge, in due course in full whenever incurred (i) all Liabilities with respect to the employment, engagement, service, or termination of employment of all Automation Employees, Former Automation Employees, Automation Independent Contractors, Former Automation Independent Contractors, and their dependents and beneficiaries, in each case to the extent solely arising in connection with or as a result of employment, engagement or service with or the performance of services to or on behalf of any member of the Automation Group or Aerospace Group, (ii) all Liabilities under all Automation Benefit Plans, taking into account a corresponding Aerospace Benefit Plan's assumption of Liabilities with respect to Aerospace Employees and Former Aerospace Employees that were originally the Liabilities of such Automation Benefit Plan with respect to period prior to the Effective Time, and (iii) any other Liabilities expressly assigned to Automation or any member of the Automation Group under this Agreement.

(c) From and after the Distribution Date, except as expressly provided in this Agreement (or a Local Agreement) or as required under applicable Law:

(i) Aerospace and the Aerospace Group shall Assume or retain, as applicable, all Assets held in trust to fund the Aerospace Benefit Plans and all insurance policies funding the Aerospace Benefit Plans.

(ii) Automation and the Automation Group shall Assume or retain, as applicable, all Assets held in trust to fund the Automation Benefit Plans and all insurance policies funding the Automation Benefit Plans.

(d) To the extent that this Agreement does not address particular Liabilities under any Benefit Plan and the Parties later determine that they should be allocated in connection with the Distribution, the Parties shall agree in good faith on the allocation, taking into account the treatment of comparable Liabilities under this Agreement.

(e) Notwithstanding anything contained here to the contrary, the allocation of Environmental Liabilities shall be governed exclusively by the Separation Agreement; provided, that, for the avoidance of doubt, such allocation shall not affect the availability to Automation Employees, Former Automation Employees, Aerospace Employees or Former Aerospace

Employees of welfare or workers compensation benefits to which such employees or former employees would otherwise be entitled.

Section 2.07. Benefit Plans.

(a) Except as otherwise specifically provided in this Agreement, as of the Distribution, (i) each Aerospace Employee (and each of their respective dependents and beneficiaries) shall cease active participation in, and each member of the Aerospace Group shall cease to be a participating employer in, all Automation Benefit Plans, and, as of such time, Aerospace shall, or shall cause its Subsidiaries to, have in effect such corresponding Aerospace Benefit Plans as are necessary to comply with its obligations pursuant to this Agreement and (ii) each Automation Employee (and each of their respective dependents and beneficiaries) shall cease active participation in, and each member of the Automation Group shall cease to be a participating employer in, all Aerospace Benefit Plans.

(b) Effective upon the Distribution, except as otherwise specifically provided in this Agreement (or a Local Agreement), (i) Automation shall, or shall cause one or more members of the Automation Group to, retain, pay, perform, fulfill and discharge all Liabilities arising out of or relating to all Automation Benefit Plans, and (ii) Aerospace shall, or shall cause one of the members of the Aerospace Group to, retain, pay, perform, fulfill and discharge all Liabilities arising out of or relating to all Aerospace Benefit Plans.

(c) Each Party shall use its commercially reasonable efforts to provide the other Party with information describing each Benefit Plan election made by an employee or former employee that may have application to such Party's Benefit Plans from and after the Effective Time, and each Party shall use its commercially reasonable efforts to administer its Benefit Plans using those elections, including any beneficiary designations. Each Party shall, upon reasonable request, use its commercially reasonable efforts to provide the other Party and the other Party's respective Affiliates, agents, and vendors all information reasonably necessary to the other Party's operation or administration of its Benefit Plans.

Section 2.08. Payroll Services. Except as may otherwise be provided in accordance with the TSA, on and after the Distribution, the members of the Aerospace Group shall be solely responsible for providing payroll services to the Aerospace Employees, Former Aerospace Employees, Aerospace Independent Contractors, and Former Aerospace Independent Contractors.

Section 2.09. No Change in Control. The Parties hereto agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, constitutes a "change in control," "change of control" or similar term, as applicable, within the meaning of any Automation Benefit Plan or Aerospace Benefit Plan, including the Aerospace Long-Term Incentive Plan.

Section 2.10. Inadvertent Transfers. In the event that either Party determines following the Distribution that an individual who was intended to be a Automation Employee or an Aerospace Employee has inadvertently become employed by the Aerospace Group or the

Automation Group, respectively, for any reason, the Parties shall cooperate in good faith and take such actions as may be reasonably necessary in order to cause the employment of such individuals to be promptly transferred to a member of the Automation Group or the Aerospace Group, as applicable, and as intended by Automation prior to the Distribution.

Section 2.11. Employee Records. Unless prohibited by applicable Law, on or within an agreed upon period following the Distribution Date, Automation shall assign, transfer, and deliver (or cause to be assigned, transferred, and delivered) to Aerospace copies of any and all Employee Records with respect to Aerospace Employees and Former Aerospace Employees, in each case in a manner compliant with applicable Law and as agreed upon by the applicable members of the Automation Group and the Aerospace Group in each applicable jurisdiction; provided, however, that nothing herein shall require the transfer of any Employee Records already in the possession of the Aerospace Group or any member thereof. Automation and the members of the Automation Group shall be permitted to retain copies (or, where required by applicable Law, originals) of all Employee Records, except where prohibited by applicable Law.

Section 2.12. Foreign National Employees. Aerospace shall, and shall cause its Subsidiaries to, employ all Aerospace Employees who are foreign nationals working in the United States on non-immigrant visa status (including, without limitation, on an H-1B visa) or who are working outside of the jurisdiction of such Aerospace Employee's citizenship under terms and conditions such that Aerospace and/or its Subsidiaries, as applicable, qualify as a "successor employer" or successor-in-interest to the Aerospace Business for purposes of such Aerospace Employee's jurisdiction's applicable immigration Laws effective as of the Distribution Date. Prior to the Distribution Date, the Parties shall cooperate in good faith and take such actions as may be reasonably necessary to ensure the proper and prompt transfer of the sponsorship of work permits and immigration visas as applicable. On and after the Distribution Date, Aerospace (i) shall, and shall cause its Subsidiaries to, use best efforts to process and support visa, green card or similar applications with respect to Aerospace Employees working outside of the jurisdiction of such Aerospace Employee's citizenship, and (ii) shall assume and be solely responsible for all immigration-related Liabilities and responsibilities with respect to such Aerospace Employees.

Section 2.13. Restrictive Covenant Agreements. Automation shall use commercially reasonable efforts to assign and transfer, or cause an applicable member of the Automation Group to assign and transfer, to Aerospace or another member of the Aerospace Group as designated in advance in writing by Aerospace, all rights and benefits under the Restrictive Covenant Agreements and Employment Agreements, with such assignment effective as of the Distribution Date. Aerospace and Aerospace shall accept such assignment (or cause such assignment to be accepted) of any Restrictive Covenant Agreement and Employment assigned pursuant to this Section 2.13, with such assignment effective as of the Distribution Date; provided that, to the extent that assignment of any such Restrictive Covenant Agreement or Employment is not permitted by the terms of such agreement or by applicable Law, effective as of the Effective Time, each member of the Aerospace Group shall be considered to be a successor to each member of the Automation Group for purposes of, and a third-party beneficiary with respect to, such Restrictive Covenant Agreement or Employment Agreement,

such that each member of the Aerospace Group shall enjoy all the rights and benefits under such agreement (including rights and benefits as a third-party beneficiary). To the extent permitted by applicable Law, Automation and the members of the Automation Group, as applicable, shall retain, on a non-exclusive basis, all of its and their respective rights under each Restrictive Covenant Agreement as assigned hereunder, including, but not limited to, the right to enforce or seek relief upon any breach or threatened breach of any restrictive covenants or obligations therein in any action or proceeding. Notwithstanding the foregoing, to the extent necessary for any Aerospace Employee to perform services for the Aerospace Group as an employee thereof following the Distribution, effective as of the Distribution Date, Automation shall (or shall cause one or more members of the Automation Group to) waive any existing non-competition, non-solicitation, no-hire, confidentiality, or other restrictive covenants owed to Automation or any member of the Automation Group solely to the extent necessary for such Aerospace Employee to perform such services for the Aerospace Group.

ARTICLE 3

NON-EQUITY INCENTIVES

Section 3.01. Aerospace Employee Cash Incentives. Aerospace Group shall pay any cash incentive compensation earned or accrued by any Aerospace Employee or Former Aerospace Employee and that remains unpaid as of the Distribution Date and any cash incentive compensation due for the 2026 performance year pursuant to the terms and conditions of the applicable cash incentive plan or policy in effect on the Distribution Date.

Section 3.02. Aerospace Employee Performance Cash Units. Effective as of the Distribution Date, each Aerospace Employee PCU that is outstanding as of immediately prior to the Distribution shall be assumed by Aerospace and converted into an adjusted performance cash unit (an "Adjusted PCU"), with the same terms and conditions (excluding performance-based vesting conditions) as were applicable to such Aerospace Employee PCU immediately prior to the Effective Time; provided that the level of achievement of all performance conditions applicable to each Aerospace Employee PCU shall be determined by the Automation Compensation Committee prior to the Effective Time, and the corresponding Adjusted PCU shall continue to vest based on continued employment through the applicable service period(s).

ARTICLE 4

SERVICE CREDIT

Section 4.01. Automation Benefit Plans. Except as may otherwise be provided in accordance with the TSA, service of Aerospace Employees and Former Aerospace Employees, on and after the Distribution, with any member of the Aerospace Group or any other employer, as applicable, other than any member of the Automation Group, shall not be taken into account for any purpose under any Automation Benefit Plan.

Section 4.02. Aerospace Benefit Plans.

(a) Unless prohibited by applicable Law, Aerospace shall, and shall cause its Subsidiaries to, credit service accrued by each Aerospace Employee and Aerospace Non-Employee Director with, or otherwise recognized for purposes of any Benefit Plan by, any member of the Automation Group or the Aerospace Group on or prior to the Distribution for purposes of (a) eligibility, vesting and benefit accrual under each Aerospace Benefit Plan under which service is relevant in determining eligibility, vesting and benefit accrual, (b) determining the amount of severance payments and benefits (if any) payable under each Aerospace Benefit Plan that provides severance payments or benefits and (c) determining the number of vacation days to which each such employee shall be entitled following the Distribution, in the case of clauses (a), (b) and (c), (i) to the same extent recognized by the relevant members of the Automation Group or Aerospace Group or the corresponding Automation Benefit Plan or Aerospace Benefit Plan immediately prior to the Distribution Date and (ii) except to the extent such credit would result in a duplication of benefits for the same period of service.

(b) Except as may otherwise be provided in Section 12.03(a), Section 12.03(c), Section 12.03(e) and Section 12.03(f), service of Automation Employees, on and after the Distribution, with any member of the Automation Group or any other employer, as applicable, other than any member of the Aerospace Group, shall not be taken into account for any purpose under any Aerospace Benefit Plan.

ARTICLE 5

SEVERANCE

Section 5.01. Severance. Except as required by applicable Law, the Aerospace Group shall be solely responsible for all Liabilities, including all severance or other separation payments and benefits (including any termination indemnity or retirement indemnity plan), relating to the termination or alleged termination of any Aerospace Employee's or Former Aerospace Employee's employment, whether occurring prior to, on or following the Distribution Date. For the avoidance of doubt, such Liabilities shall include any employer-paid portion of any Employment Taxes and shall be treated as Liabilities of Aerospace and the Aerospace Group in accordance with the principles of Section 2.06.

ARTICLE 6

CERTAIN WELFARE BENEFIT PLAN MATTERS; WORKERS' COMPENSATION LIABILITIES

Section 6.01. Aerospace Welfare Plans. Without limiting the generality of Section 2.07, effective as of the Distribution or such other date as agreed to between Automation and Aerospace but not later than the Distribution Date (such applicable date, the "Welfare Plan Date"), Aerospace shall establish Welfare Plans (collectively, the "Aerospace Welfare Plans") to provide welfare benefits to the Aerospace Employees and eligible Former Aerospace Employees and eligible former employees as of the Welfare Plan Date who are Automation CAS Employees

(and, in each case, their dependents and beneficiaries) in each applicable jurisdiction and as of the applicable Welfare Plan Date, each Aerospace Employee and eligible Former Aerospace Employee and eligible former employees as of the Welfare Plan Date who are Automation CAS Employees (and, in each case, his or her dependents and beneficiaries) shall cease active participation in the corresponding Automation Welfare Plan. For purposes of this Article 6, eligible Former Aerospace Employee or eligible former employee as of the Welfare Plan Date that is a Automation CAS Employee means any Former Aerospace Employee or former employee as of the Welfare Plan Date that is a Automation CAS Employee who was receiving or entitled to receive welfare benefits in connection with his or her termination of employment from a member of the Automation Group or the Aerospace Group as of the applicable Welfare Plan Date. Notwithstanding the foregoing, to the extent that Automation determines that the aforementioned provision of material welfare benefits by Aerospace to one or more Aerospace Employees or a Former Aerospace Employee is not feasible, the Parties shall cooperate in good faith and take such actions as may be reasonably necessary in order to cause the Aerospace Employees or Former Aerospace Employees to receive substantially equivalent value for such benefits.

Section 6.02. Allocation of Welfare Benefit Claims. (a) The members of the Automation Group shall assume and retain all Liabilities in accordance with the applicable Automation Welfare Plan and Aerospace Welfare Plan for all reimbursement claims (such as medical and dental claims) and for all non-reimbursement claims (such as life insurance claims), in each case, incurred by Aerospace Employees and Former Aerospace Employees (and each of their respective dependents and beneficiaries) under such plans prior to the Distribution Date, and (b) the members of the Aerospace Group shall assume and retain all Liabilities in accordance with the Aerospace Welfare Plans for all reimbursement claims (such as medical and dental claims) and for all non-reimbursement claims (such as life insurance claims), in each case, incurred by Aerospace Employees and Former Aerospace Employees (and each of their respective dependents and beneficiaries) on or after the Distribution Date. For purposes of this Section 6.02, a benefit claim shall be deemed to be incurred as follows: (i) health, dental, vision, employee assistance program and prescription drug benefits (including in respect of any hospital confinement), upon provision of such services, materials or supplies; and (ii) life, accidental death and dismemberment and business travel accident insurance benefits, upon the death, cessation of employment or other event giving rise to such benefits.

Section 6.03. Workers' Compensation Liabilities. Effective upon the Distribution, (x) Aerospace shall assume all Liabilities for Aerospace Employees, Former Aerospace Employees, Aerospace Independent Contractors, and Former Aerospace Independent Contractors related to any and all workers' compensation injuries, incidents, conditions, claims or coverage where such injuries, incidents, claims or coverage were incurred on or following the Distribution Date, and Aerospace shall be fully responsible for the administration, management and payment of all such claims and satisfaction of all such Liabilities and (y) Automation shall retain all Liabilities for Aerospace Employees, Former Aerospace Employees, Aerospace Independent Contractors, and Former Aerospace Independent Contractors related to any and all workers' compensation injuries, incidents, conditions, claims or coverage where such injuries, incidents, claims or coverage were incurred prior to the Distribution Date, and Automation shall be fully

responsible for the administration, management and payment of all such claims and satisfaction of all such Liabilities.

Section 6.04. COBRA. In the event that an Aerospace Employee or Former Aerospace Employee (or his or her eligible dependents) was receiving, or was eligible to receive, continuation health coverage pursuant to COBRA on or after the applicable Welfare Plan Date, except as provided in Section 6.02 with respect to claims incurred prior to the Distribution Date, Aerospace and the Aerospace Welfare Plans shall be responsible for all Liabilities to such employee in respect of COBRA on or after the applicable Welfare Plan Date. Except as set forth in Section 6.02 with respect to claims incurred prior to the Distribution Date, Aerospace shall indemnify, defend and hold harmless the members of the Automation Group from and against any and all Liabilities relating to, arising out of or resulting from COBRA provided by Aerospace, or the failure of Aerospace to meet its COBRA obligations, to Aerospace Employees, Former Aerospace Employees and their respective eligible dependents with respect to periods on or after the applicable Welfare Plan Date.

Section 6.05. Health Savings Account. Without limiting the generality of Section 2.06, Section 2.07 and Section 14.01 and subject to Section 16.08, Automation and Aerospace shall use commercially reasonable efforts to cooperate in administering any Automation Health Savings Account in connection with the Distribution in accordance with the terms of the applicable Automation Benefit Plan, including by exchanging any necessary participant records and engaging recordkeepers, administrators, providers, insurers and other third parties.

Section 6.06. Flexible Spending Account. Without limiting the generality of Section 2.06, and Section 2.07, effective as of the Welfare Plan Date, Aerospace shall, or shall cause the members of the Aerospace Group to, establish a cafeteria plan that shall provide health or dependent care flexible spending account benefits to Aerospace Employees and Former Aerospace Employees on and after the Welfare Plan Date (collectively, the "Aerospace Flex Plan"). The Parties shall use commercially reasonable efforts to ensure that as of the Welfare Plan Date, any health and dependent care flexible spending accounts of Aerospace Employees (whether positive or negative) (the "Transferred Account Balances") under Automation Welfare Plans are transferred as soon as practicable after the Welfare Plan Date, from the Automation Welfare Plans to the Aerospace Flex Plan. Such Aerospace Flex Plan shall assume responsibility as of the Welfare Plan Date for all outstanding health or dependent care claims under the corresponding Automation Welfare Plans of each Aerospace Employee as of the first day of the year in which the Distribution occurs and shall assume and agree to perform the obligations of the corresponding Automation Welfare Plans from and after the Welfare Plan Date. As soon as practicable after the Distribution, and in any event within thirty (30) days after the amount of the Transferred Account Balances is determined or such later date as mutually agreed upon by the Parties, Automation shall pay Aerospace the net aggregate amount of the Transferred Account Balances, if such amount is positive, and Aerospace shall pay Automation the net aggregate amount of the Transferred Account Balances, if such amount is negative.

ARTICLE 7

LONG-TERM DISABILITY

Section 7.01. Benefits. The Automation Group shall assume and retain all Liabilities for providing long-term disability benefits under an Automation LTD Plan with respect to (a) any Automation Employee, Former Automation Employee and any Aerospace LTD Employee and (b) any Aerospace Employee and any Former Aerospace Employee who is on short-term disability, or approved retroactively for a short-term disability where the first day of the approved leave is dated prior to, the Welfare Plan Date and who subsequently becomes eligible to receive long-term disability benefits under an Automation LTD Plan but only with respect to long-term disability benefits arising from short-term or long-term disability claims incurred by any Aerospace Employee or Former Aerospace Employee prior to the Welfare Plan Date and only to the extent such individual is entitled to such long-term disability benefit. For this purpose, a short-term or long-term disability claim shall be considered incurred on the first day of the approved disability leave. For the avoidance of doubt, if at the Welfare Plan Date, an Aerospace Employee is on short-term disability due to a leave where the first day of the disability leave occurred prior to the Welfare Plan Date, such employee shall remain an Aerospace Employee and to the extent such Aerospace Employee becomes entitled to long-term disability benefits under a Automation LTD Plan, Automation shall be liable to provide long-term disability benefits under the Automation LTD Plan but only to the extent such individual is entitled to such benefit. For the avoidance of doubt, other than the benefits provided under any Automation LTD Plan to any Aerospace LTD Employee, all Liabilities with respect to Aerospace LTD Employees (including, without limitation, any Liabilities arising out of any such Aerospace LTD Employee ceasing to participate in, or receive benefits under, any Automation LTD Plan for any reason) shall be treated as a Liability of Aerospace and the Aerospace Group in accordance with Section 2.05.

Section 7.02. Return to Work. To the extent required by applicable Aerospace policies, as in effect from time to time, and applicable Law, Aerospace shall, or shall cause its Subsidiaries to, employ any Aerospace LTD Employee at such time, if any, as such Aerospace LTD Employee is ready to return to active employment, and from and after such time such Aerospace LTD Employee is ready to return to active employment.

ARTICLE 8

DEFINED BENEFIT PENSION PLANS

Section 8.01. Automation U.S. Defined Benefit Pension Plan.

(a) Notwithstanding Section 2.07 or any other provision of this Agreement to the contrary, following the Distribution, the Automation Group shall retain sponsorship of the Honeywell International Inc. Retirement Earnings Plan (the "Automation Pension Plan") and all assets and Liabilities arising out of or relating to the Automation Pension Plan; provided that, on or prior to the Distribution, Automation shall assign, and Aerospace shall accept such assignment (or cause such assignment to be accepted), to a new U.S. defined benefit pension plan sponsored

by Aerospace (the "Aerospace U.S. Pension Plan") all Liabilities for vested and unvested benefits under the Automation Pension Plan relating to Aerospace Employees, Former Aerospace Employees and Automation CAS Employees (the "Aerospace U.S. Pension Liabilities," and such individuals, the "Aerospace U.S. Pension Participants"). No later than the Distribution Date, Aerospace shall establish or maintain, or cause to be established or maintained, such Aerospace U.S. Pension Plan, which shall have material terms and conditions that are substantially identical to the terms and conditions of the Automation Pension Plan that apply to the Aerospace U.S. Pension Participants and shall be (or remain) qualified under Section 401(a) of the Code, and a trust which is part of such Aerospace U.S. Pension Plan and which shall be exempt from tax under Section 501(a) of the Code (the "Aerospace U.S. Pension Trust"). Each Aerospace U.S. Pension Participant shall become a participant in the Aerospace U.S. Pension Plan as of the Distribution Date. As soon as administratively practicable following the Distribution Date, but subject to Section 8.01(b), Automation shall transfer (or cause to be transferred) from the applicable tax-qualified trust which is part of the Automation Pension Plan (the "Automation Pension Trust") to the Aerospace U.S. Pension Trust an amount of assets (the "Pension Asset Transfer Amount") from the Automation U.S. Pension Trust with a fair market value that results from maintaining the same funded ratio (market value of assets over plan Liabilities) as the predecessor/combined pension plan, with such Liabilities related to the Aerospace U.S. Pension Liabilities as of the Distribution Date, as calculated by an actuary designated by Automation using the actuarial assumptions and calculation procedures as described in ERISA section 4044 as of the month that includes the Distribution Date. The fair market value of such transferred assets will be based on actual market values as of the date of transfer (and, for the avoidance of doubt, such amount of assets shall be determined and certified by an actuary in accordance with Section 414(l) of the Code and Treasury Regulations Section 1.414(l)-1 promulgated thereunder). In executing this transfer, 80% of the estimated transfer value will be transferred on the Distribution Date with the remaining true-up transfer occurring as soon as practicable, but not later than twelve months after the Distribution Date, unless otherwise agreed in writing by the Parties taking into account any delay resulting from any request to the Department of Labor for exemptive relief relating to employer securities held by the Automation U.S. Pension Trust pending transfer to the Aerospace U.S. Pension Trust. The true-up transfer will be adjusted for investment returns of the Automation Pension Trust from Distribution Date until final true-up transfer is completed. The date of such final transfer is hereinafter referred to as the "Aerospace U.S. Pension Transfer Date." The Pension Asset Transfer Amount shall be adjusted, for the period between the Distribution and the Aerospace U.S. Pension Transfer Date, to reflect (i) investment earnings (or losses) on the Pension Asset Transfer Amount, based on the actual rate of return for the Automation Pension Trust during such period, (ii) any benefit payments that are made from the Automation Pension Trust to the Aerospace U.S. Pension Participants during such period and (iii) reasonable costs and expenses incurred by Automation and paid by the Automation Pension Trust in respect of the Aerospace U.S. Pension Participants during such period. The Pension Asset Transfer Amount, as adjusted in accordance with the preceding sentence, shall be transferred in a combination of cash and in-kind assets (including, but not limited to, employer securities of Aerospace, contingent upon an applicable exemption or other regulatory or administrative guidance such as a Department of Labor advisory opinion or information letter and subject to the terms of such exemption or guidance) as determined by an investment fiduciary of the Automation Pension Trust or retained

by the Automation Pension Investment Committee in its sole and absolute discretion; provided, however, that the Automation Pension Trust shall not be obligated to convert assets into cash to the extent that such conversion would result in a significant reduction in the value of such assets or the remaining assets with respect to the Automation Pension Plan.

(b) Notwithstanding the foregoing, no transfer of Liabilities or Assets shall be made from the Automation Pension Trust to the Aerospace U.S. Pension Trust until such time as Automation has determined, in its sole discretion, that (i) Aerospace has established the Aerospace U.S. Pension Trust, (ii) the Aerospace U.S. Pension Plan satisfies the requirements for a qualified plan under Section 401(a) of the Code, (iii) the Aerospace U.S. Pension Trust is exempt from tax under Section 501(a) of the Code and (iv) the parties have received all other approvals from all applicable Governmental Authorities (or such approvals are pending). Following the Aerospace U.S. Pension Transfer Date, Automation and the Automation Group shall have no further Liability (either under this Agreement or otherwise) to provide the Aerospace U.S. Pension Participants with benefits under the Automation Pension Plan, except to the extent that any Aerospace U.S. Pension Participant, including any Automation CAS Employee, is a participant entitled to benefits under the terms of the Automation Pension Plan subsequent to the Distribution but in no event with respect to any benefits that are assigned to the Aerospace U.S. Pension Plan and constituting Liabilities within the meaning of Aerospace U.S. Pension Liabilities under this Section 8.01. The Aerospace U.S. Pension Plan and the Aerospace U.S. Pension Trust (and any successor to such plan and/or trust) shall provide that (i) with respect to assets transferred to the Aerospace U.S. Pension Trust from the Automation Pension Trust, such assets shall be held by the Aerospace U.S. Pension Trust for the exclusive benefit of the participants in the Aerospace U.S. Pension Plan, and (ii) the accrued benefits as of the Distribution Date of each Aerospace U.S. Pension Participant may not be decreased by amendment or otherwise. Following the date of this Agreement, Automation and Aerospace shall use commercially reasonable efforts to cooperate in administering the Aerospace U.S. Pension Plan, including by exchanging any necessary participant records, engaging recordkeepers, administrators, providers, insurers and other third parties and making any and all filings and submissions to the appropriate Governmental Authorities in effectuating the provisions of this Section 8.01 (including IRS Forms 5310-A in respect of the transfers of assets and, in the event that the transactions contemplated by this Agreement constitute a "reportable event" within the meaning of Section 4043 of ERISA and the regulations promulgated thereunder for which the applicable notice period has not been waived, timely notification to the Pension Benefit Guaranty Corporation and filing of all reports required in connection therewith). For the avoidance of doubt, the Aerospace U.S. Pension Plan shall be an Aerospace Benefit Plan.

(c) Assets attributable to The Honeywell Retirement Earnings Plan for Aerospace Employees of Federal Manufacturing & Technologies LLC and The Kansas City Division (Honeywell International Inc.) Hourly Employees Pension Plan under the Automation Pension Trust as of the Distribution Date shall be entirely transferred to the Aerospace U.S. Pension Trust in two tranches: (i) 90% of assets at the Distribution Date and (ii) the remainder of assets as soon as administratively practicable, but not later than twelve months after the Distribution Date, unless otherwise agreed in writing by the Parties taking into account any delay resulting from any request to the Department of Labor for exemptive relief relating to employer

securities held by the Automation Pension Trust pending transfer to the trust designated by Aerospace (the "Second Transfer Date"). The true-up transfer will be adjusted for investment returns of the Automation Pension Trust from Distribution Date until the Second Transfer Date. The amount described in (c)(ii) shall be adjusted, for the period between the Distribution and the Second Transfer Date, to reflect (A) investment earnings (or losses) on the amount described in (c)(ii) above, based on the actual rate of return for Automation Pension Trust during such period, (B) any benefit payments that are made from the Automation Pension Trust to the plan participants of The Honeywell Retirement Earnings Plan for Aerospace Employees of Federal Manufacturing & Technologies LLC and The Kansas City Division (Honeywell International Inc.) Hourly Employees Pension Plan during such period and (C) reasonable costs and expenses incurred by Automation and paid by the Automation Pension Trust in respect of such plans and plan participants during such period. The transferred assets, as adjusted in accordance with the preceding sentence, shall be transferred in a combination of cash and in-kind assets (including, but not limited to, employer securities of Aerospace, contingent upon an applicable exemption or other regulatory or administrative guidance such as a Department of Labor advisory opinion or information letter and subject to the terms of such exemption or guidance) as determined by an investment fiduciary of the Automation Pension Trust or retained by the Automation Pension Investment Committee in its sole and absolute discretion; provided, however, that the Automation Pension Trust shall not be obligated to convert assets into cash to the extent that such conversion would result in a significant reduction in the value of such assets or the remaining assets with respect to the Automation Pension Plan.

Section 8.02. Non-U.S. Partial Transfer Pension Plans. Except as required by applicable Law or under the terms of a Local Agreement, Automation and Aerospace shall use commercially reasonable efforts to effectuate an assignment and transfer of Liabilities for vested and unvested benefits relating to Aerospace Employees, and an amount of assets related thereto, under any non-U.S. defined benefit pension plans sponsored by Automation or a member of the Automation Group in respect of employees in Germany and Switzerland (each, a "Automation Partial Transfer Pension Plan") to a non-U.S. defined benefit pension plan or plans sponsored by Aerospace (each, a "Aerospace Partial Transfer Pension Plan") in accordance with the principles of Section 8.01 (or any analogous principles or other requirements under applicable Law), except that the amount of assets transferred from any such Automation Partial Transfer Pension Plan (or any trust related thereto) to a corresponding Aerospace Partial Transfer Pension Plan (or any trust related thereto) shall be determined on a plan-by-plan, country-by-country (or, if required by applicable Law, other jurisdiction-by-jurisdiction) basis and shall be equal to a percentage of the Projected Benefit Obligation (as defined in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 715) relating to Aerospace Employees, participating in such Automation Partial Transfer Pension Plan or Aerospace Partial Transfer Pension Plan, as of the Distribution Date, applicable to such plan in such country (or other required jurisdiction) equal to the applicable Automation Partial Transfer Pension Plan's funding level (expressed as a percentage and as determined by an actuary designated by Automation) in such country (or other required jurisdiction) as of the Distribution Date, or such higher amount as required by applicable Law in such country (or other required jurisdiction). For these purposes, such amounts will be calculated by an actuary designated by Automation and the Projected Benefit Obligation will be calculated by using the same principles and methods as the ASC

715-30 disclosures prepared by Automation at the prior year end, adjusted to reflect market conditions at the Distribution Date. For the avoidance of doubt, any such Aerospace Partial Transfer Pension Plan shall be an Aerospace Benefit Plan. Further details regarding the treatment of the Automation Partial Transfer Pension Plans and Aerospace Partial Transfer Pension Plans will be as set forth in the applicable Local Agreement.

ARTICLE 9

DEFINED CONTRIBUTION PLANS

Section 9.01. Aerospace 401(k) Plan. Effective on or before the Distribution, Aerospace shall or shall cause the members of the Aerospace Group to, adopt and establish a 401(k) Plan (the "Aerospace 401(k) Plan") and a related trust (the "Aerospace 401(k) Trust"), which shall be intended to meet the tax qualification requirements of Section 401(a) of the Code, the tax exemption requirement of Section 501(a) of the Code, and the requirements described in Sections 401(k) and (m) of the Code and which shall have substantially similar terms in all material respects as of immediately prior to the Welfare Plan Date as those of the Automation 401(k) Plan. Notwithstanding the foregoing, Aerospace may make such changes, modifications or amendments to the Aerospace 401(k) Plan as may be required by applicable Law or as are necessary and appropriate to reflect the Distribution or which result from vendor limitations.

Section 9.02. Transfer of Account Balances. No later than the Distribution (or such other times as mutually agreed to by the Parties), Automation shall cause the trustee of the Automation 401(k) Plan to transfer from the trust which forms a part of the Automation 401(k) Plan to the Aerospace 401(k) Trust, the account balances of Aerospace Employees and Former Aerospace Employees who were union employees of the Federal Manufacturing & Technologies LLC entity under the Automation 401(k) Plan, which account balances and Aerospace Employee and Former Aerospace Employee status to be determined as of the date of the transfer. Unless otherwise agreed by the Parties, such transfers shall be made in kind, including promissory notes evidencing the transfer of outstanding loans and, with respect to investments in the Automation Common Stock (the "Automation Common Stock Fund"), such transfer shall include Automation Common Stock and, if applicable, Aerospace Common Stock. Any Asset and Liability transfers pursuant to this Section 9.02 shall comply in all respects with Sections 411(d)(6) and 414(l) of the Code and, if required, shall be made not less than thirty (30) days after Automation shall have filed the notice under Section 6058(b) of the Code with respect to the applicable Automation 401(k) Plan. The Aerospace 401(k) Plan shall assume and honor the terms of all QDROs in effect under the Automation 401(k) Plan in respect of Aerospace Employees or applicable Former Aerospace Employees as of the date of transfer if a separate account has not been established for the alternate payee or the terms of a QDRO are in dispute by the parties.

Section 9.03. Transfer of Liabilities. Effective as of the Effective Time or if earlier, the date of transfer under Section 9.02 but subject to the Asset transfer specified in Section 9.02 above, the Aerospace 401(k) Plan shall assume and be solely responsible for all the Liabilities for or relating to Aerospace Employees and Former Aerospace Employees who were union employees of the Federal Manufacturing & Technologies LLC entity under the Automation

401(k) Plan. Aerospace shall be responsible for all ongoing rights of or relating to Aerospace Employees for future participation (including the right to make payroll deductions) in the Aerospace 401(k) Plan.

Section 9.04. Aerospace Common Stock Fund in Aerospace 401(k) Plan. The Aerospace 401(k) Plan shall provide, effective as of the Effective Time: (i) for the establishment of a common stock fund for Aerospace Common Stock (the "Aerospace Common Stock Fund"); (ii) that such Aerospace Common Stock Fund shall receive all Aerospace Common Stock distributed in connection with the Distribution in respect of Automation Common Stock held in Aerospace 401(k) Plan accounts of participants participating in the Aerospace 401(k) Plan immediately prior to the Effective Time; and (iii) that, following the Effective Time, contributions made by or on behalf of such participants shall be allocated to the Aerospace Common Stock Fund, if so directed in accordance with the terms of the Aerospace 401(k) Plan.

Section 9.05. Automation Common Stock Fund in Aerospace 401(k) Plan. Except as determined by Automation to comply with applicable blackout requirements, prior to the Distribution Date, participants in the Aerospace 401(k) Plan may invest in the Automation Common Stock Fund, increase their holdings in the Automation Common Stock Fund or liquidate their holdings in the Automation Common Stock Fund and invest those monies in any other investment fund offered under the Aerospace 401(k) Plan**.** Following the Effective Time, participants in the Aerospace 401(k) Plan shall be prohibited from increasing their holdings in the Automation Common Stock Fund under the Aerospace 401(k) Plan and may elect to liquidate their holdings in the Automation Common Stock Fund and invest those monies in any other investment fund offered under the Aerospace 401(k) Plan. After the Effective Time, all outstanding investments in the Automation Common Stock Fund under the Aerospace 401(k) Plan shall be liquidated and reinvested in other investment funds offered under the Aerospace 401(k) Plan, on such dates and in accordance with such procedures as are determined by the administrator of the Aerospace 401(k) Plan.

Section 9.06. Aerospace Common Stock Fund in Automation 401(k) Plan. Aerospace Shares distributed in connection with the Distribution in respect of Automation Common Stock transferred to the Automation 401(k) Plan accounts of Automation Employees, Former Automation Employees or Former Aerospace Employees who participate in the Automation 401(k) Plan shall be deposited in an Aerospace Common Stock Fund under the Automation 401(k) Plan, and such participants in the Automation 401(k) Plan shall be prohibited from increasing their holdings in such Aerospace Common Stock Fund under the Automation 401(k) Plan and may elect to liquidate their holdings in such Aerospace Common Stock Fund and invest those monies in any other investment fund offered under the Automation 401(k) Plan. After the Effective Time, all outstanding investments in the Aerospace Common Stock Fund under the Automation 401(k) Plan shall be liquidated and reinvested in other investment funds offered under the Automation 401(k) Plan, on such dates and in accordance with such procedures as are determined by the administrator of the Automation 401(k) Plan.

Section 9.07. Limitation of Liability. For the avoidance of doubt, Automation shall have no responsibility for any failure of Aerospace to properly administer the Aerospace 401(k) Plan

in accordance with its terms and applicable Law, including any failure to properly administer the accounts of Aerospace Employees, and their beneficiaries.

Section 9.08. Non-U.S. Defined Contribution Plans. The treatment of any Automation Benefit Plan that is a defined contribution plan for the benefit of employees outside of the United States and in which any Aerospace Employee or Former Aerospace Employee participates (each, a "Non-U.S. DC Plan") shall be governed by the applicable Local Agreement; provided that, if a Local Agreement does not address the treatment of an applicable Non-U.S. DC Plan, then Automation and Aerospace shall use commercially reasonable efforts to cause any such Non-U.S. DC Plan to be treated in a manner that is consistent with applicable Law and, to the extent practicable, the general principles of this Article 9.

ARTICLE 10

NONQUALIFIED DEFERRED COMPENSATION

Section 10.01. Aerospace Nonqualified Deferred Compensation Plans. Notwithstanding Section 2.07 or any other provision of this Agreement to the contrary, following the Distribution, the Automation Group shall retain sponsorship of the Automation Nonqualified Deferred Compensation Plans and all Liabilities arising out of or relating to the Automation Nonqualified Deferred Compensation Plans; provided that, except as required by applicable Law or as specified herein, on or prior to the Distribution, Automation shall assign, and Aerospace shall accept such assignment (or cause such assignment to be accepted) and assume (or cause such assumption to be made), to a new nonqualified deferred compensation plan (or plans) sponsored by Aerospace with terms and conditions that are substantially similar to the corresponding Automation Nonqualified Deferred Compensation Plan (together, the "Aerospace Nonqualified Deferred Compensation Plans") of all Liabilities under the Automation Nonqualified Deferred Compensation Plans that are (i) the Deferred Incentive Compensation Plan and the Supplemental Savings Plan, in respect of Aerospace Employees (with such assignment and assumption to be effective as of Welfare Plan Date); (ii) the Supplemental Pension Plan and the Supplemental Defined Benefit Retirement Plan, in respect of Aerospace Employees and Former Aerospace Employees in the case of this clause (ii), if the supplemental benefit under the applicable the Supplemental Pension Plan or the Supplemental Defined Benefit Retirement Plan of such Aerospace Employee or Former Aerospace Employee has not yet been distributed (with such assignment and assumption to be effective on or prior to the Distribution Date); and (iii) the Deferred Compensation Plan for Non-Employee Directors, in respect of Aerospace Non-Employee Directors (with such assignment and assumption to be effective on or prior to the Distribution Date). The Parties hereto agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, will trigger a payment or distribution of compensation under the Automation Nonqualified Deferred Compensation Plans or the Aerospace Nonqualified Deferred Compensation Plans to any Aerospace Employee, Former Aerospace Employee or Aerospace Non-Employee Director (and their respective beneficiaries) and, consequently, that the payment or distribution of any compensation to which any Aerospace Employee, Former Aerospace Employee or Aerospace Non-Employee Director (and their respective beneficiaries) is entitled under the Automation

Nonqualified Deferred Compensation Plans and the Aerospace Nonqualified Deferred Compensation Plans will occur upon the time or times provided for under the applicable Automation Nonqualified Deferred Compensation Plans and the Aerospace Nonqualified Deferred Compensation Plans and such Aerospace Employee's, Former Aerospace Employee's or Aerospace Non-Employee Director's deferral elections (which Aerospace shall cause such Aerospace Nonqualified Deferred Compensation Plans to recognize and maintain). Without limiting the generality of Section 4.01 and subject to Section 16.08, following the date of this Agreement, Automation and Aerospace shall use commercially reasonable efforts to cooperate in administering the Automation Nonqualified Deferred Compensation Plans and the Aerospace Nonqualified Deferred Compensation Plans for purposes of satisfying any obligations relating to the participation of any Aerospace Employee, Former Aerospace Employee, or Aerospace Non-Employee Director, including by exchanging any necessary participant records and engaging recordkeepers, administrators, providers, insurers and other third parties. For the avoidance of doubt, each Aerospace Nonqualified Deferred Compensation Plan shall be an Aerospace Benefit Plan.

Section 10.02. No Transfer of Assets. Except as required by applicable Law or as set forth on Schedule D, nothing in this Agreement shall require any member of the Automation Group or the Automation Nonqualified Deferred Compensation Plans to transfer Assets or reserves with respect to the Automation Nonqualified Deferred Compensation Plans to any member of the Aerospace Group or the Aerospace Nonqualified Deferred Compensation Plans.

Section 10.03. Employer Nonqualified Deferred Compensation Plan Contributions. The Automation Group shall remain responsible for making all employer contributions, if any, under the Automation Nonqualified Deferred Compensation Plans with respect to any Aerospace Employees or Former Aerospace Employees relating to periods prior to the Distribution. Any such contributions that are unvested as of the Distribution shall continue to vest in accordance with their terms. On and after the Distribution, the Aerospace Group shall be responsible for all employer contributions, if any, under the Aerospace Nonqualified Deferred Compensation Plans with respect to any Aerospace Employees.

Section 10.04. Notional Stock Investments.

(a) From and after the Effective Time, Aerospace shall cause any notional investments in Automation Common Stock that are credited to any deferral accounts under the Deferred Incentive Compensation Plan and the Supplemental Savings Plan that were transferred to an Aerospace Nonqualified Deferred Compensation Plan as of the Welfare Plan Date in accordance with Section 10.01 to be converted into a notional cash amount equal to the product of (a) the number of shares of Automation Common Stock in which such accounts are notionally invested, multiplied by (b) the Automation Pre-Separation Stock Value (the "Converted NQDC Stock Amounts"). Following the Distribution, Aerospace Employees shall not be permitted to acquire shares of Automation Common Stock in any stock fund or deferral account under the Aerospace Nonqualified Deferred Compensation Plans that consist of the Deferred Incentive Compensation Plan and the Supplemental Savings Plan (and Aerospace shall cause the Converted NQDC Stock Amounts, if required under the terms of the applicable Aerospace

Nonqualified Deferred Compensation Plan, to be notionally invested in an investment other than Automation Common Stock).

(b) From and after the Effective Time, Aerospace shall cause any notional investments in shares of Automation Common Stock that are credited to any deferral accounts under the Deferred Compensation Plan for Non-Employee Directors for Aerospace that were transferred to an Aerospace Nonqualified Deferred Compensation Plan in accordance with Section 10.01 to be converted into notional investments of both shares of Automation Common Stock and shares of Aerospace Common Stock (i) with the number of notional shares of Automation Common Stock equal to the number of notional shares of Automation Common Stock credited to the deferral account of a participant immediately prior to the Effective Time and (ii) with the number of notional shares of Aerospace Common Stock equal to the product, rounded up to the nearest whole number, obtained by multiplying (A) the number of notional shares of Automation Common Stock credited to the deferral account of the participant immediately prior to the Effective Time by (B) the Distribution Ratio. Immediately following the Effective Time, the notional investment in Automation Common Stock shall be adjusted to reflect the Automation reverse stock split by dividing the number of notional shares of Automation Common Stock referenced in Section 10.04(b)(i) by two.

Section 10.05. Limitation of Liability. Automation shall have no responsibility for any failure of Aerospace to properly administer the Aerospace Nonqualified Deferred Compensation Plans in accordance with their terms and applicable Law, including any failure to properly administer the accounts of Aerospace Employees and their respective beneficiaries in such Aerospace Nonqualified Deferred Compensation Plans.

ARTICLE 11

VACATION

Section 11.01. Vacation. Upon the Distribution, the Aerospace Group shall assume and be solely responsible for all Liabilities for vacation accruals and benefits (including, but not limited to, U.S. grandfathered vacation) with respect to each Aerospace Employee; provided, however, that (a) for purposes of determining the number of vacation days to which such employee shall be entitled following the Distribution, Aerospace and its Subsidiaries shall assume and honor all vacation days accrued or earned but not yet taken by such employee, if any, as of the Distribution, and (b) to the extent such employee is entitled under any applicable Law or any policy of his or her respective employer that is a member of the Automation Group, as the case may be, to be paid for any vacation days accrued or earned but not yet taken by such employee as of the Distribution, Aerospace shall assume and be solely responsible for the Liability to pay for such vacation days.

ARTICLE 12

LONG-TERM INCENTIVE COMPENSATION AWARDS AND DIRECTOR COMPENSATION

Section 12.01. Aerospace Long-Term Incentive Plan. Effective as of the effective date of Aerospace's Registration Statement on Form 10 filed with the Securities and Exchange Commission in connection with the Distribution,, Automation shall cause Aerospace to adopt a long-term incentive plan or program, (the "Aerospace Long-Term Incentive Plan") and Automation shall approve the Aerospace Long-Term Incentive Plan as the sole stockholder of Aerospace. For purposes of Aerospace Awards described in Sections 12.03(a), (c), (e) and (f) held by a Specified Grantee or an Automation Non-Employee Director, services performed by the Specified Grantee or Automation Non-Employee Director for a member of the Automation Group will be recognized as service for a member of the Aerospace Group under the terms of the Aerospace Long-Term Incentive Plan.

Section 12.02. Equity Award Adjustments. Each outstanding equity award granted under the Automation Equity Plans held by any individual as of the Distribution shall be adjusted in accordance with the resolutions adopted by the Automation Compensation Committee in connection with the Distribution or pursuant to Section 12.03, as applicable; provided, that, prior to the Effective Time, the Automation Compensation Committee may provide for different treatment with respect to some or all of the Automation Awards held by Automation Employees, Automation Former Employees, Aerospace Employees and Aerospace Former Employees located outside of the United States to the extent that the Automation Compensation Committee deems such treatment necessary or appropriate, including to avoid adverse tax consequences to any such employee or former employee. Equity awards that are covered by this Section 12.02 or by Section 12.03 shall not be exercisable and/or settled during a period beginning on a date prior to the Distribution Date determined by the Automation Compensation Committee in its sole discretion, and continuing until the adjustments made pursuant to such resolutions are completed, as determined by Automation Compensation Committee in its sole discretion. Equity awards that remain outstanding under the Automation Equity Plans shall remain subject to all terms and conditions of the Automation Equity Plans, including the adjustment provisions thereof.

Section 12.03. Treatment of Equity Awards Upon Distribution.

(a) *Option Awards (Basket)*. Each Automation Option Award that is outstanding as of immediately prior to the Effective Time (other than an Automation Option Award granted after 2025 or granted as a retention award) and held by an Automation Non-Employee Director, an Aerospace Non-Employee Director or a Specified Grantee shall be converted, as of the Effective Time, into a Post-Separation Automation Option Award and an Aerospace Option Award and shall, except as otherwise provided in this Section 12.03(a), be subject to the same terms and conditions after the Effective Time as were applicable to such

Automation Option Award immediately prior to the Effective Time; provided, however, that, from and after the Effective Time:

(i) the number of shares of Automation Common Stock subject to such Post-Separation Automation Option Award shall be equal to the product, rounded down to the nearest whole number of shares, obtained by multiplying (A) the number of shares of Automation Common Stock subject to the corresponding Automation Option Award immediately prior to the Effective Time, by (B) the Automation Value Factor, and by (C) one half (0.5);

(ii) the number of shares of Aerospace Common Stock subject to such Aerospace Option Award shall be equal to the product, rounded down to the nearest whole number of shares, obtained by multiplying (A) the number of shares of Automation Common Stock subject to the corresponding Automation Option Award immediately prior to the Effective Time by (B) the Aerospace Value Factor;

(iii) the per share exercise price of such Post-Separation Automation Option Award shall be equal to the quotient, rounded up to the nearest whole cent, obtained by dividing (A) the per share exercise price of the corresponding Automation Option Award immediately prior to the Effective Time by (B) the Automation Adjustment Ratio; and

(iv) the per share exercise price of such Aerospace Option Award shall be equal to the quotient, rounded up to the nearest whole cent, obtained by dividing (A) the per share exercise price of the corresponding Automation Option Award immediately prior to the Effective Time by (B) the Aerospace Adjustment Ratio.

Notwithstanding anything to the contrary in this Section 12.03(a), the exercise price of, and the number of shares of Automation Common Stock and Aerospace Common Stock subject to, each Post-Separation Automation Option Award and Aerospace Option Award, and the terms and conditions of exercise of such options shall be determined in a manner consistent with the requirements of Section 409A of the Code, as applicable.

(b) *Option Awards (Concentration)*. Each Automation Option Award that is outstanding as of immediately prior to the Effective Time and held by an Aerospace Employee or Aerospace Independent Contractor shall be converted, as of the Effective Time, into an Aerospace Option Award and shall, except as otherwise provided in this Section 12.03(b), be subject to the same terms and conditions after the Effective Time as were applicable to such Automation Option Award prior to the Effective Time; provided, however, that (A) the number of shares of Aerospace Common Stock underlying such Aerospace Option Award shall be equal to the product, rounded down to the nearest whole number of shares, obtained by multiplying (1) the number of shares of Automation Common Stock subject to the corresponding Automation Option Award immediately prior to the Effective Time by (2) the Aerospace Adjustment Ratio, and (B) the per share exercise price of such Aerospace Option Award shall be equal to the quotient, rounded up to the nearest whole cent, obtained by dividing (1) the per share exercise

price of the corresponding Automation Option Award immediately prior to the Effective Time by (2) the Aerospace Adjustment Ratio.

Notwithstanding anything to the contrary in this Section 12.03(b), the exercise price of, and the number of shares of Aerospace Common Stock subject to, each Aerospace Option Award, and the terms and conditions of exercise of such options shall be determined in a manner consistent with the requirements of Section 409A of the Code, as applicable.

(c) *RSU Awards (Basket)*. Each Automation RSU Award that is outstanding as of immediately prior to the Effective Time (other than a Automation RSU Award granted after 2025 or granted as a retention award) and held by a Specified Grantee shall be converted, as of the Effective Time, into a Post-Separation Automation RSU Award and an Aerospace RSU Award and each award shall, except as otherwise provided in this Section 12.03(c), be subject to the same terms and conditions after the Effective Time as were applicable to such Automation RSU Award prior to the Effective Time; provided, however, that, from and after the Effective Time, (i) the number of shares of Automation Common Stock subject to the Post-Separation Automation RSU Award shall be equal to the number of shares of Automation Common Stock subject to the corresponding Automation RSU Award immediately prior to the Effective Time, and (ii) the number of shares of Aerospace Common Stock subject to the Aerospace RSU Award shall be equal to the product, rounded up to the nearest whole number, obtained by multiplying (A) the number of shares of Automation Common Stock subject to the Automation RSU Award immediately prior to the Effective Time by (B) the Distribution Ratio. Immediately following the Effective Time, the number of shares of Automation Common Stock subject to the Post-Separation Automation RSU Award shall be adjusted to reflect the Automation reverse stock split by dividing the number of shares of Automation Common Stock referenced in Section 12.03(c)(i) by two and rounding up to the nearest whole number. All dividend equivalents, if any, accrued but unpaid as of the Distribution with respect to each Automation RSU Award adjusted under this Section 12.03(c) shall remain an obligation of Automation in connection with the applicable Post-Separation Automation RSU Award.

(d) *RSU Awards (Concentration)*. Each Automation RSU Award that is outstanding as of immediately prior to the Effective Time and held by an Aerospace Employee, Aerospace Non-Employee Director or Aerospace Independent Contractor shall be converted, as of the Effective Time, into an Aerospace RSU Award and shall, except as otherwise provided in this Section 12.03(d), be subject to the same terms and conditions after the Effective Time as were applicable to such Automation RSU Award prior to the Effective Time; provided, however, that the number of shares of Aerospace Common Stock underlying such Aerospace RSU Award shall be equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (A) the number of shares of Automation Common Stock subject to the corresponding Automation RSU Award immediately prior to the Effective Time by (B) the Aerospace Adjustment Ratio. All dividend equivalents, if any, accrued but unpaid as of the Distribution with respect to each Automation RSU Award adjusted under this Section 12.03(d) shall be assumed and become an obligation in connection with the applicable Aerospace RSU Award.

(e) *PSU Awards (2024-2026) (Basket)*. Each Automation PSU Award granted in 2024 that is outstanding as of immediately prior to the Effective Time (other than an Automation PSU Award granted as a retention award) and held by a Specified Grantee shall be converted, as of the Effective Time, into a Post-Separation Automation RSU Award and an Aerospace RSU Award and each award shall, except as otherwise provided in this Section 12.03(e), be subject to the same terms and conditions (excluding performance-based vesting conditions) after the Effective Time as were applicable to such Automation PSU Award prior to the Effective Time; provided, however, that (A) the number of shares of Automation Common Stock deemed to be earned under such Automation PSU Award as of immediately prior to the Effective Time shall be the target number of shares subject to such award and (B) from and after the Effective Time (i) the number of shares of Automation Common Stock subject to the Post-Separation Automation RSU Award shall be equal to the number of shares of Automation Common Stock that were earned pursuant to the corresponding Automation PSU Award immediately prior to the Effective Time (as determined pursuant to clause (A) hereof), and (ii) the number of shares of Aerospace Common Stock subject to the Aerospace RSU Award shall be equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (A) the number of shares of Automation Common Stock that were earned pursuant to the Automation PSU Award immediately prior to the Effective Time (as determined pursuant to clause (A) hereof) by (B) the Distribution Ratio. Immediately following the Effective Time, the number of shares of Automation Common Stock subject to the Post-Separation Automation RSU Award shall be adjusted to reflect the Automation reverse stock split by dividing the number of shares of Automation Common Stock referenced in Section 12.03(e)(i) by two and rounding up to the nearest whole number. All dividend equivalents, if any, accrued but unpaid as of the Distribution with respect to each Automation PSU Award adjusted under this Section 12.03(e) shall remain an obligation of Automation in connection with the applicable Post-Separation Automation RSU Award.

(f) *PSU Awards (2025-2027) (Basket)*. Each Automation PSU Award granted in 2025 that is outstanding as of immediately prior to the Effective Time (other than an Automation PSU Award granted as a retention award) and held by a Specified Grantee shall be converted, as of the Effective Time, into a Post-Separation Automation PSU Award and an Aerospace PSU Award and each award shall, except as otherwise provided in this Section 12.03(f), be subject to the same terms and conditions (other than performance-based vesting conditions) after the Effective Time as were applicable to such Automation PSU Award prior to the Effective Time; provided, however, that (A) the number of shares of Automation Common Stock deemed to be earned under such Automation PSU Award as of immediately prior to the Effective Time shall be the target number of shares subject to such award and (B) from and after the Effective Time (i) the number of shares of Automation Common Stock subject to the Post-Separation Automation PSU Award shall be equal to the number of shares of Automation Common Stock that were earned pursuant to the corresponding Automation PSU Award immediately prior to the Effective Time (as determined pursuant to clause (A) hereof), and (ii) the number of shares of Aerospace Common Stock subject to the Aerospace PSU Award shall be equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (A) the number of shares of Automation Common Stock subject to the Automation PSU Award immediately prior to the Effective Time (as determined pursuant to clause (A) hereof) by (B) the

Distribution Ratio. Immediately following the Effective Time, the number of shares of Automation Common Stock subject to the Post-Separation Automation PSU Award shall be adjusted to reflect the Automation reverse stock split by dividing the number of shares of Automation Common Stock referenced in Section 12.03(f)(i) by two and rounding up to the nearest whole number. All dividend equivalents, if any, accrued but unpaid as of the Distribution with respect to each Automation PSU Award adjusted under this Section 12.03(f) shall remain an obligation of Automation in connection with the applicable Post-Separation Automation PSU Award. A new performance-based vesting conditions based on the total shareholder return ("TSR") of Automation Common Stock relative to the TSR of a comparator group will be applicable to the Post-Separation Automation PSU Award and Aerospace PSU Award, as determined by the Automation Compensation Committee prior to the Effective Time. Within sixty (60) days following completion of the performance period for the relative TSR performance condition on December 31, 2027, the Automation Compensation Committee will determine the level of achievement of the relative TSR performance condition and will inform Aerospace of such determination so that such level of achievement can be applied to the Aerospace PSU Awards in addition to the Post-Separation Automation PSU Awards.

(g) *PSU Awards (2024-2026) (Concentration)*. Each Automation PSU Award granted in 2024 that is outstanding as of immediately prior to the Effective Time and held by an Aerospace Employee shall be converted, as of the Effective Time, into an Aerospace RSU Award and shall, except as otherwise provided in this Section 12.03(g), be subject to the same terms and conditions (excluding performance-based vesting conditions) after the Effective Time as were applicable to such Automation PSU Award prior to the Effective Time; provided, however, that (A) the number of shares of Automation Common Stock deemed to be earned under such Automation PSU Award as of immediately prior to the Effective Time shall be the target number of shares subject to such award and (B) the number of Aerospace Common Stock underlying such Aerospace RSU Award shall be equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (1) the number of shares of Automation Common Stock subject to the corresponding Automation PSU Award immediately prior to the Effective Time (as determined pursuant to clause (A) hereof) by (2) the Aerospace Adjustment Ratio. All dividend equivalents, if any, accrued but unpaid as of the Distribution with respect to each Automation PSU Award adjusted under this Section 12.03(g) shall be assumed and become an obligation in connection with the applicable Aerospace RSU Award.

(h) *PSU Awards (2025-2027) (Concentration)*. Each Automation PSU Award granted in 2025 that is outstanding as of immediately prior to the Effective Time and held by an Aerospace Employee shall be converted, as of the Effective Time, into an Aerospace PSU Award and shall, except as otherwise provided in this Section 12.03(h), be subject to the same terms and conditions (excluding performance-based vesting conditions) after the Effective Time as were applicable to such Automation PSU Award prior to the Effective Time; provided, however, that (A) the number of shares of Automation Common Stock deemed to be earned under such Automation PSU Award as of immediately prior to the Effective Time shall be the target number of shares subject to such award and (B) the number of Aerospace Common Stock underlying such Aerospace PSU Award shall be equal to the product, rounded up to the nearest whole number of shares, obtained by multiplying (1) the number of shares of Automation Common

Stock subject to the corresponding Automation PSU Award immediately prior to the Effective Time (as determined pursuant to clause (A) hereof) by (2) the Aerospace Adjustment Ratio. All dividend equivalents, if any, accrued but unpaid as of the Distribution with respect to each Automation PSU Award adjusted under this Section 12.03(h) shall be assumed and become an obligation in connection with the applicable Aerospace PSU Award. A new performance-based vesting condition based on the TSR of Aerospace Common Stock will be applicable to the Aerospace PSU Award, as determined by the Automation Compensation Committee prior to the Effective Time with the stock measurement periods for the TSR at the beginning and the end of the TSR measurement period to be determined by the compensation committee of the Aerospace Board.

(i) *Settlement; Tax Withholding and Reporting*.

(i) Settlement. After the Effective Time, (A) Post-Separation Automation Awards, regardless of by whom held, shall be settled by Automation and (B) Aerospace Awards, regardless of by whom held, shall be settled by Aerospace.

(ii) Withholding. Upon the vesting, payment or settlement, as applicable, of Aerospace Awards, Aerospace shall be solely responsible for ensuring the satisfaction of all applicable Tax withholding requirements on behalf of each Aerospace Employee and for ensuring the collection and transfer of applicable employee withholding Taxes by the Aerospace stock plan administrator to Automation or a member of the Automation Group designated by Automation with respect to each Automation Employee (with Automation or the designated member of the Automation Group being responsible for remittance of the applicable employee Taxes and payment and remittance of the applicable employer Taxes relating to Automation Employees to the applicable Governmental Authority).

(iii) Reporting. Following the Effective Time, (A) Automation shall be responsible for all income and, if applicable, payroll Tax reporting in respect of Post-Separation Automation Awards and Aerospace Awards held by Automation Employees, Former Automation Employees, Automation Non-Employee Directors, and Automation Independent Contractors, and (B) Aerospace shall be responsible for all income and, if applicable, payroll Tax reporting in respect of Post-Separation Automation Awards and Aerospace Awards held by Aerospace Employees, Aerospace Non-Employee Directors and Aerospace Independent Contractors.

(iv) Forfeitures. Following the Effective Time, if any Post-Separation Automation Award shall fail to become vested or fail to be exercised prior to the applicable expiration date, such Post-Separation Automation Award shall be forfeited to Automation, and if any Aerospace Award shall fail to become vested or fail to be exercised prior to the applicable expiration date, such Aerospace Award shall be forfeited to Aerospace.

(j) *Cooperation*. Each of the Parties shall establish an appropriate administration system to administer, in an orderly manner, (i) exercises of Aerospace Option

Awards and Post-Separation Automation Option Awards, and (ii) the withholding and reporting requirements with respect to all awards. Each of the Parties shall work together to unify and consolidate all indicative data and payroll and employment information on regular timetables and make certain that each applicable Person's data and records in respect of such awards are correct and updated on a timely basis. The foregoing shall include information required for Tax withholding and remittance, compliance with trading windows, and compliance with the requirements of the Exchange Act and other applicable Laws.

(k) *Registration and Other Regulatory Requirements*. Aerospace agrees to file a registration statement on Form S-8 with respect to, and to cause to be registered pursuant to the Securities Act, the shares of Aerospace Common Stock authorized for issuance under the Aerospace Long-Term Incentive Plan, as required pursuant to the Securities Act, not later than the Effective Time and in any event before the date of issuance of any shares of Aerospace Common Stock pursuant to the Aerospace Long-Term Incentive Plan. The Parties shall take such additional actions as are deemed necessary or advisable to effectuate the foregoing provisions of this Section 12.03(i).

(l) *Negotiate in Good Faith*. The Parties hereby acknowledge that the provisions of this Article 12 are intended to achieve certain Tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

Section 12.04. Cooperation For so long as any equity award in respect of Aerospace Common Stock is outstanding and held by an Automation Employee or Automation Non-Employee Director, the Automation Group and the Aerospace Group shall reasonably cooperate in the exchange of information and take any action necessary to administer such equity awards following the Distribution, including the following: (a) Automation shall notify Aerospace in writing within fifteen (15) Business Days of the later of any change in employment or service status (including, without limitation, termination of employment) or notice to the Automation Executive Compensation Department of any such change and (b) the Parties shall exchange any information necessary to satisfy their obligations under Article 12.

Section 12.05. Treatment of UK Share Plan and Employees Share Ownership Plan (Ireland). Effective as of the Distribution, Aerospace Employees shall cease actively participating in the Automation Share Builder Plan (the "UK Share Purchase Plan") and shall no longer be entitled to make any additional contributions to such UK Share Purchase Plan to purchase Automation Common Stock, or to receive any "Matching Shares" as defined in the UK Share Purchase Plan. Effective as of the Distribution, Aerospace Employees shall cease actively participating in the Employees Share Ownership Plan (Ireland) (the "Ireland Share Purchase Plan"). Effective as of no later than the Distribution, Automation shall cause Aerospace to adopt employee share purchase plans in the United Kingdom and in Ireland, in each case, which shall have substantially similar terms in all material respects as of immediately prior to the Distribution as those of the UK Share Purchase Plan and the Ireland Share Purchase Plan, respectively. Notwithstanding the foregoing, Aerospace may make such changes, modifications or amendments to such employee share purchase plans as may be required by applicable Law, as

are necessary and appropriate to reflect the Distribution, or which Aerospace otherwise deems to be appropriate in its discretion.

Section 12.06. Director Compensation. If the Distribution Date occurs on or after the first day of the third calendar quarter of 2026 and Automation has paid the quarterly cash retainer for such quarter to Aerospace Non-Employee Directors prior to the Distribution Date, then, promptly (and in any event within thirty (30) days) following the Distribution Date, Aerospace will reimburse Automation for a portion of each such quarterly cash retainer equal to a fraction, the numerator of which is the number of days during the period commencing on and including the Distribution Date and ending on and including the last day of the third calendar quarter of 2026 and the denominator of which is the total number of days in the third calendar quarter of 2026.

ARTICLE 13

NON-U.S. EMPLOYEES

Section 13.01. Treatment of Non-U.S. Employees. Automation Employees and Aerospace Employees who reside outside of the United States or otherwise are subject to non-U.S. Law ("Non-U.S. Employees") and their related benefits and Liabilities shall be treated under this Agreement in the same manner as the Automation Employees and Aerospace Employees, respectively, who are residents of the United States and are not subject to non-U.S. Law; provided that, notwithstanding anything to the contrary in this Agreement, all actions taken with respect to such Non-U.S. Employees shall be subject to and accomplished in accordance with applicable Law in the custom of the applicable jurisdictions and may be effectuated by implementation of a Local Agreement. In the case of a conflict between the terms and provisions of this Agreement and a Local Agreement, the terms and provisions of such Local Agreement shall control.

ARTICLE 14

COOPERATION; ACCESS TO INFORMATION; LITIGATION; CONFIDENTIALITY

Section 14.01. Cooperation. Following the date of this Agreement, the Parties shall, and shall cause their respective Subsidiaries to, use commercially reasonable efforts to cooperate with respect to any employee compensation or benefits matters that either Party reasonably determines require the cooperation of the other Party in order to accomplish the objectives of this Agreement. Without limiting the generality of the preceding sentence, (a) Automation, Aerospace and their respective Subsidiaries shall cooperate in connection with any audits of any Benefit Plan with respect to which such Party may have Information, (b) Automation, Aerospace and their respective Subsidiaries shall cooperate in connection with any audits of their respective payroll services (whether by a Governmental Authority in the United States or otherwise) in connection with the services provided by one Party to the other Party and (c) Automation, Aerospace and their respective Subsidiaries shall cooperate in good faith in connection with the notification and consultation with labor unions and other Employee Representatives of employees of the Automation Group and the Aerospace Group. With respect to each Benefit

Plan, the obligations of the Automation Group and the Aerospace Group to cooperate pursuant to this Section 14.01 or any other provision of this Agreement shall remain in effect until the later of (i) the date all audits of such Benefit Plan, with respect to which a Party may have Information, have been completed, (ii) the date the applicable statute of limitations with respect to such audits has expired, or (iii) the date the Automation Group discharges all obligations to Aerospace Employees, Former Aerospace Employees and their respective beneficiaries under such Benefit Plan.

Section 14.02. Access to Information; Privilege; Confidentiality. Except as would be inconsistent with Section 14.01 or any other provision of this Agreement relating to cooperation, Article VII of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis*.

ARTICLE 15

TERMINATION

Section 15.01. Termination. This Agreement may be terminated by Automation at any time, in its sole discretion, prior to the Distribution; provided, however, that this Agreement shall automatically terminate upon the termination of the Separation Agreement in accordance with its terms.

Section 15.02. Effect of Termination. In the event of any termination of this Agreement prior to the Distribution, none of the Parties (or any of its directors or officers) shall have any Liability or further obligation to any other Party under this Agreement.

ARTICLE 16

MISCELLANEOUS

Section 16.01. Incorporation of Indemnification Provisions of Separation Agreement. In addition to the specific indemnification provisions in this Agreement, Article VI of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis*.

Section 16.02. Additional Indemnification. If the Parties determine that Aerospace is unable to establish any Aerospace Benefit Plan as of the Distribution Date (or the applicable Welfare Plan Date, if applicable) that it is required under this Agreement to establish by such date, then Aerospace shall indemnify, defend and hold harmless each of the Automation Indemnitees from and against any and all Liabilities of the Automation Indemnitees relating to, arising out of or resulting from participation by any Aerospace Employee or Former Aerospace Employee on or after the Distribution Date (or the applicable Welfare Plan Date) in any such Automation Benefit Plan due to the failure to timely establish such Aerospace Benefit Plan or Plans. In addition, Aerospace shall indemnify, defend and hold harmless each of the Automation Indemnitees from and against any and all Liabilities of the Automation Indemnitees relating to, arising out of or resulting from any claim by any Aerospace Employee, Former Aerospace Employee, Aerospace Independent Contractor or Former Aerospace Independent Contractor that

Automation or any other member of the Automation Group is a "joint employer" or "co-employer" (or term of similar meaning under applicable Law) with Aerospace or any other member of the Aerospace Group of any such Aerospace Employee, Former Aerospace Employee, Aerospace Independent Contractor or Former Aerospace Independent Contractor on or after the Distribution Date (including, except as otherwise specifically provided in this Agreement or the TSA, with respect to a claim that any of the foregoing are entitled to participate in any Automation Benefit Plan at any time on or after the Distribution Date).

Section 16.03. Further Assurances. Section 2.8 of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis.*

Section 16.04. Administration. Aerospace hereby acknowledges that Automation has provided administration services for certain Aerospace Benefit Plans and Aerospace agrees to assume responsibility for the administration and administration costs of such plans and each other Aerospace Benefit Plan. The Parties shall cooperate in good faith to complete such transfer of responsibility on commercially reasonable terms and conditions effective no later than the Distribution.

Section 16.05. Employment Tax Reporting Responsibility. To the extent applicable, the Parties hereby agree to follow the standard procedure for U.S. Employment Tax withholding as provided in Section 4 of Rev. Proc. 2004-53, I.R.B. 2004-35.

Section 16.06. Data Privacy. The Parties agree that any applicable data privacy laws and any other obligations of the Aerospace Group and the Automation Group to maintain the confidentiality of any Information relating to employees in accordance with applicable Law shall govern the disclosure of Information relating to employees among the Parties under this Agreement. Automation and Aerospace shall ensure that they each have in place appropriate technical and organizational security measures to protect the personal data of the Aerospace Employees, Former Aerospace Employees, Aerospace Independent Contractors, Former Aerospace Independent Contractors, Automation Employees, Former Automation Employees, Automation Independent Contractors and Former Automation Independent Contractors. Additionally, each Party shall sign any documentation as may be required to comply with applicable data privacy Laws.

Section 16.07. Section 409A. Automation and Aerospace shall cooperate in good faith and use reasonable best efforts to ensure that the transactions contemplated by the Separation Agreement and the Ancillary Agreements, including this Agreement, will not result in adverse tax consequences under Section 409A of the Code to any Aerospace Employee or Former Aerospace Employee (or any of their respective beneficiaries), in respect of their respective benefits under any Benefit Plan.

Section 16.08. Confidentiality. Section 7.8 of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis.*

Section 16.09. Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person, except the Parties any

rights or remedies hereunder. There are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any Third Party with any remedy, claim, Liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement. Nothing in this Agreement is intended to amend any Benefit Plan or affect the applicable plan sponsor's right to amend or terminate any Benefit Plan pursuant to the terms of such plan. The provisions of this Agreement are solely for the benefit of the Parties, and no current or former employee, officer, director, or independent contractor or any other individual associated therewith shall be regarded for any purpose as a third-party beneficiary of this Agreement.

Section 16.10. Additional Provisions. Article X of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis.*

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

HONEYWELL INTERNATIONAL INC.

By: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Assistant Secretary

HONEYWELL AEROSPACE INC.

By: /s/ James Currier
Name: James Currier
Title: President & Chief Executive Officer

INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

BY AND BETWEEN

HONEYWELL INTERNATIONAL INC.

AND

HONEYWELL AEROSPACE INC.

DATED AS OF JUNE 29, 2026

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EXHIBITS

Exhibit A	Specified Excluded Aerospace Licensed IP
Exhibit B	Specified Excluded Automation Licensed IP
Exhibit C	Specified Included Aerospace Licensed IP
Exhibit D	Specified Included Automation Licensed IP

INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

This INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT (this "**Agreement**"), dated as of June 29, 2026 (the "**Effective Date**"), is entered into by and between Honeywell Aerospace Inc. (f/k/a Honeywell Aerospace LLC), a Delaware corporation ("**Aerospace**"), and Honeywell International Inc., a Delaware corporation ("**Automation**") (together with Aerospace, the "**Parties**," and each individually a "**Party**").

RECITALS

WHEREAS, the Parties, among others, entered into that certain Separation and Distribution Agreement dated as of June 29, 2026 (as amended, modified or supplemented, and together with all exhibits and schedules thereto, the "**Separation Agreement**");

WHEREAS, the Separation Agreement contemplates that Automation and Aerospace will execute this Agreement, and this Agreement is being entered into by the Parties to satisfy the requirements described therein;

WHEREAS, as of and following the consummation of the transactions contemplated by the Separation Agreement, each Party and its Affiliates will have rights to certain Intellectual Property related to the other Party's business; and

WHEREAS, in connection with the Separation Agreement, Automation wishes to grant to Aerospace, and Aerospace wishes to grant to Automation, a license and other rights to certain of such Intellectual Property, in each case, as and to the extent set forth herein.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 General. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation Agreement. As used in this Agreement, the following terms have the respective meanings set forth below.

(a) "**Aerospace**" shall have the meaning set forth in the Preamble to this Agreement.

(b) "**Aerospace Licensed IP**" shall mean (i) any and all Intellectual Property, to the extent Controlled by Aerospace or any member of the Aerospace Group as of the Effective Date, used or held for use in, or otherwise practiced by, the Automation Business as of or within the twelve (12) months prior to the Effective Date, (ii) to the extent Controlled by Aerospace or any member of the Aerospace Group, (1) all Patents that claim priority to or from, or form the basis for priority with, any Patents included in such Intellectual Property described in the foregoing clause (i), and any foreign equivalents thereof, and (2) all Patents that are filed during the two (2)-year period following the Effective Date to the extent such Patents claim any Know-How included in such Intellectual Property described in the foregoing clause (i), and (iii) the Intellectual Property set forth on **Exhibit C**, to the extent Controlled by Aerospace or any

member of the Aerospace Group as of the Effective Date; provided that, notwithstanding the foregoing, the Aerospace Licensed IP excludes any Intellectual Property set forth on **Exhibit A**, any Trademarks, any Internet Properties and any Copyrights in Software.

(c) "**Aerospace Group**" shall mean Aerospace and each Person that is or becomes a Subsidiary of Aerospace, for so long as such Person is a Subsidiary of Aerospace.

(d) "**Agreement**" shall have the meaning set forth in the Preamble to this Agreement.

(e) "**Automation**" shall have the meaning set forth in the Preamble to this Agreement.

(f) "**Automation Licensed IP**" shall mean (i) any and all Intellectual Property, to the extent Controlled by Automation or any member of the Automation Group as of the Effective Date, used or held for use in, or otherwise practiced by, the Aerospace Business as of or within the twelve (12) months prior to the Effective Date, (ii) to the extent Controlled by Automation or any member of the Automation Group, (1) all Patents that claim priority to or from, or form the basis for priority with, any Patents included in such Intellectual Property described in the foregoing clause (i), and any foreign equivalents thereof, and (2) all Patents that are filed during the two (2)-year period following the Effective Date to the extent such Patents claim any Know-How included in such Intellectual Property described in the foregoing clause (i), and (iii) the Intellectual Property set forth on **Exhibit D**, to the extent Controlled by Automation or any member of the Automation Group as of the Effective Date; provided that, notwithstanding the foregoing, the Automation Licensed IP excludes any Intellectual Property set forth on **Exhibit B**, any Trademarks, any Internet Properties and any Copyrights in Software.

(g) "**Automation Group**" shall mean Automation and each Person that is or becomes a Subsidiary of Automation, for so long as such Person is a Subsidiary of Automation.

(h) "**Contract**" shall mean any agreement, contract, subcontract, obligation, note, indenture, instrument, option, lease, sublease, promise, arrangement, release, warranty, license, sublicense, insurance policy, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(i) "**Control**" shall mean, with respect to any Intellectual Property, (i) such Intellectual Property is owned by the applicable Person, or (ii) such Person has the ability to grant a license or other rights in, to or under such Intellectual Property on the terms and conditions set forth herein (other than pursuant to a license or other rights granted pursuant to this Agreement) without violating any obligations under any Contract existing as of the Effective Date and without requiring any additional consent of, or additional consideration given to, any Third Party (except to the extent such consent has been obtained or such consideration has been given).

(j) "**Copyrights**" shall mean copyrightable works, copyrights (including in product label or packaging artwork or templates), moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof.

(k) "**Damages**" shall have the meaning set forth in the Separation Agreement.

(l) "**Distribution**" shall have the meaning set forth in the Separation Agreement.

(m) "**Divested Entity**" shall mean, (i) with respect to Aerospace or the Aerospace Group, a member or a business of the Aerospace Group (as of the time immediately prior to the relevant divestment) that any member of the Aerospace Group sells or transfers to a Third Party or otherwise divests, and (ii) with respect to Automation or the Automation Group, a member or a business of the Automation Group (as of the time immediately prior to the relevant divestment) that any member of the Automation Group sells or transfers to another Person or otherwise divests.

(n) "**Effective Date**" shall have the meaning set forth in the Preamble to this Agreement.

(o) "**Exploit**" shall mean to make, have made, use, sell, offer for sale, import, export, practice, reproduce, copy, perform, develop, display, distribute, modify, make derivative works of or otherwise exploit.

(p) "**Intellectual Property**" shall mean (a) any and all intellectual property rights created or arising in any jurisdiction anywhere in the world, whether statutory, common law, or otherwise, including in or with respect to, or arising from, any (i) Patents, (ii) Trademarks, (iii) Copyrights, (iv) Know-How, (v) Software and data, (vi) Internet Properties, and (b) all issuances, registrations and applications for issuance or registration of any of the foregoing described in the foregoing clause (a).

(q) "**Internal Reorganization**" shall have the meaning set forth in the Separation Agreement.

(r) "**Internet Properties**" shall mean all domain name registrations and social media and business platform addresses.

(s) "**Know-How**" shall mean all confidential or proprietary information, including trade secrets, know-how and technical data, including any that comprise financial, business, scientific, technical, economic or engineering information and instructions, including any confidential or proprietary raw materials, material lists, raw material specifications, manufacturing or production files or specifications, plans, drawings, blueprints, design tools, quality assurance and control procedures, simulation capability, research data, manuals, compilations, reports, including technical reports and research reports, analyses, formulas, formulations, designs, prototypes, methods, techniques, processes, rights in research, development, manufacturing, financial, marketing and business data, pricing and cost information, customer and supplier lists and information, procedures, inventions and invention disclosure documents, in each case, other than Patents.

(t) "**Governmental Entity**" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether federal, state, local, domestic, foreign, multinational

or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(u) "**Group**" shall mean (a) with respect to Aerospace, the Aerospace Group, and (b) with respect to Automation, the Automation Group.

(v) "**Licensed IP**" shall mean (i) with respect to the license granted to Automation hereunder, the Aerospace Licensed IP, and (ii) with respect to the license granted to Aerospace hereunder, the Automation Licensed IP.

(w) "**Licensee**" shall mean (i) Aerospace, with respect to the Automation Licensed IP, and (ii) Automation, with respect to the Aerospace Licensed IP.

(x) "**Licensor**" shall mean (i) Aerospace, with respect to the Aerospace Licensed IP, and (ii) Automation, with respect to the Automation Licensed IP.

(y) "**Party**" shall have the meaning set forth in the Preamble.

(z) "**Patent**" shall mean patents, patent applications (including patents issued thereon) and statutory invention registrations, patents of importation, patents of improvement, certificates of addition, design patents and utility models, including provisionals, reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof.

(aa) "**Person**" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(bb) "**Separation Agreement**" shall have the meaning set forth in the Recitals to this Agreement.

(cc) "**Software**" shall mean all computer programs (whether in source code, object code, or other form), including software implementations of algorithms and machine learning, natural language processing, large language model, neural network and other artificial intelligence technologies, including weights and models, together with all related documentation, including flowcharts and other logic and design diagrams, technical, functional and other specifications, and user and training manuals and materials to the extent related to any of the foregoing.

(dd) "**Sublicensee**" shall have the meaning set forth in Section 2.2.

(ee) "**Term**" shall have the meaning set forth in Section 4.1.

(ff) "**Third Party**" shall mean any Person other than Automation, Aerospace and their respective Affiliates.

(gg) "**Trademarks**" shall mean trademarks, certification marks, service marks, trade names, service names, and trade dress, in each case whether or not registered, and

registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, words of one gender shall be held to include the other gender as the context requires, and a word defined as a verb or noun shall be held to have the corresponding meaning when used in the other grammatical forms of that word; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement," "the date hereof," "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (p) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if" and (q) any consent given by any Party pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party.

ARTICLE II
LICENSES

Section 2.1 Licenses.

(a) Automation hereby grants, on behalf of itself and the Automation Group, to Aerospace, an irrevocable, perpetual (during the Term), royalty-free, fully paid-up, sublicensable (solely to the extent permitted in Section 2.2), transferable (solely to the extent permitted in Section 5.7), worldwide, non-exclusive license in, to and under the Automation

Licensed IP for any purpose within the scope of any current or future business of the Aerospace Group, including for the Exploitation of any goods or services developed or provided as part of any such business.

(b) Aerospace hereby grants, on behalf of itself and the Aerospace Group, to Automation, an irrevocable, perpetual (during the Term), royalty-free, fully paid-up, sublicensable (solely to the extent permitted in Section 2.2), transferable (solely to the extent permitted in Section 5.7), worldwide, non-exclusive license in, to and under the Aerospace Licensed IP for any purpose within the scope of any current or future business of the Automation Group, including for the Exploitation of any goods or services developed or provided as part of any such business.

Section 2.2 Sublicenses. Licensee may sublicense the license and rights granted to Licensee under Section 2.1 through multiple tiers to (a) any member of its Group, provided that, without limiting Section 2.3, any sublicense granted to a member of the Licensee's Group under this Section 2.2(a) will immediately terminate if and when such Person ceases to qualify as a member of Licensee's Group, (b) Third Parties to the extent necessary for such Third Parties to provide services to and solely for the benefit of Licensee and its Group, (c) Third Parties to the extent necessary for the Exploitation of the products or services of Licensee or its Group (including jointly developed products or services) or (d) a Divested Entity of Licensee, or an acquiror of such Divested Entity, in each case solely in accordance with Section 2.3 (any such sublicensee that receives a sublicense in accordance with this Section 2.2, a "**Sublicensee**").

Section 2.3 Divested Businesses. Upon any sale, transfer or other divestiture of a Divested Entity by Licensee or any member of its Group to any Third Party, Licensee may grant a sublicense, solely within the scope of the license granted to it pursuant to Section 2.1, to such Divested Entity (where such Divested Entity is a Person) or to such Third Party (where such Divested Entity is not a Person); provided that (a) the sublicense shall only extend to the line of business that such Divested Entity constituted or was engaged in at the effective time of such divestiture and (b) the sublicense shall not extend to any products, services or business of any such acquiring Third Party (other than the products, services or business of or constituting the Divested Entity at the effective time of such divestiture).

Section 2.4 Reservation of Rights. Except as expressly provided in the Separation Agreement or any other Ancillary Agreement, each Party reserves its and its Group's rights in and to all Intellectual Property, other than the rights expressly granted hereunder. Without limiting the foregoing, this Agreement and the licenses and rights granted herein do not, and shall not be construed to, confer any rights not expressly provided upon either Party, its Affiliates, or its Sublicensees by implication, estoppel, or otherwise as to any of the other Party's or its Affiliates' Intellectual Property.

Section 2.5 No Additional Obligations. Nothing in this Agreement shall be construed to require (a) any delivery of any technology, documentation or other tangible embodiments of Intellectual Property by any Party or any of their respective Affiliates to any other Person or to require any support or maintenance obligations whatsoever on the part of any Party or (b) either Party to maintain, register, prosecute, pay for or offer to pay for (including by offering remuneration to any inventors), enforce, defend or otherwise manage, any Intellectual Property.

Section 2.6 Ownership. As between the Parties and their respective Groups, (a) Aerospace acknowledges and agrees that Automation and the Automation Group (or, in the case of sublicensed Intellectual Property, its or their licensors) own or Control the Automation Licensed IP, (b) Automation acknowledges and agrees that Aerospace and the Aerospace Group (or, in the case of sublicensed Intellectual Property, its or their licensors) own or Control the Aerospace Licensed IP, and (c) each Party acknowledges and agrees that neither Party, nor its Affiliates or its Sublicensees, are acquiring, as a result of any rights granted under this Agreement, any ownership rights in the Licensed IP licensed to such Party hereunder.

Section 2.7 Confidential Information. Notwithstanding any other terms with respect to Confidential Information set forth in the Separation Agreement, (a) Licensee may disclose Confidential Information that embodies the Licensed IP licensed to Licensee and its Sublicensees under terms that are at least as protective of such Confidential Information as the terms under which Licensee discloses its own like confidential information, which shall in any case be reasonable under the circumstances of disclosure and (b) Licensee and its Sublicensees may use Confidential Information that embodies the Licensed IP licensed to it subject to reasonable measures to protect the confidentiality of such Confidential Information that are at least as protective as the measures used by Licensee for its own like confidential information, which shall in any case be reasonable under the circumstances of use.

ARTICLE III
DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

Section 3.1 Disclaimer of Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR THE OTHER ANCILLARY AGREEMENTS, THE PARTIES DISCLAIM AND WAIVE ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RIGHTS AND LICENSES GRANTED HEREUNDER, WHETHER EXPRESS OR IMPLIED (INCLUDING WITH REGARD TO QUALITY, PERFORMANCE, NON-INFRINGEMENT, NON-DILUTION, VALIDITY, COMMERCIAL UTILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AND EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES, EXCEPT THOSE EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT. EXCEPT AS MAY EXPRESSLY BE SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT, THE LICENSED IP IS BEING LICENSED ON AN "AS IS," "WHERE IS" BASIS.

Section 3.2 Limitation of Liability. IN NO EVENT SHALL AUTOMATION OR AEROSPACE OR THEIR RESPECTIVE AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AT LAW OR IN EQUITY, FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT (EXCEPT FOR ALL COMPONENTS OF AWARDS AGAINST THE NON-BREACHING PARTY IN ANY THIRD-PARTY CLAIM, INCLUDING COMPONENTS OF SUCH THIRD-PARTY CLAIM

RELATING TO ANY OF THE FOREGOING AND ATTORNEYS' FEES). WITHOUT LIMITING THE FOREGOING, NO LICENSOR SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY CLAIMS, LOSS OR DAMAGES ARISING FROM LICENSEE'S OR ITS SUBLICENSEES' USE OF ANY LICENSED IP UNDER THIS AGREEMENT.

Section 3.3 Limited Liability Exclusions. The limitation of Damages provided in the foregoing Section 3.2 shall not apply to: (i) Damages arising from any willful breach of this Agreement; (ii) Damages arising from willful misconduct or fraud; or (iii) Damages arising from a breach of Section 2.7.

ARTICLE IV
TERM

Section 4.1 Term. The terms of the licenses and other grants of rights (and related obligations) under this Agreement (the "**Term**") shall remain in effect (A) with respect to the Patents and Copyrights licensed hereunder, on a Patent-by-Patent and Copyright-by-Copyright basis, until expiration, invalidation or abandonment of such Patent or Copyright (as applicable), and (B) with respect to all other Licensed IP, in perpetuity.

ARTICLE V
MISCELLANEOUS

Section 5.1 Dispute Resolution. The dispute resolution procedures set forth in Article VIII of the Separation Agreement shall apply and are hereby incorporated herein by reference, *mutatis mutandis*, including, for the avoidance of doubt, THE IRREVOCABLE AND UNCONDITIONAL WAIVER BY EACH PARTY OF ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 5.2 Complete Agreement; Construction. This Agreement, including the Exhibits hereto, the Separation Agreement and the other Ancillary Agreements shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation Agreement, the provisions of this Agreement shall control with respect to the subject matter hereof.

Section 5.3 Counterparts. This Agreement may be executed and delivered (including by means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 5.4 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that

notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 5.4 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 5.4 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 5.4):

To Automation:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202
Attention: Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary
Email: [***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 W. 52nd St.
New York, NY 10019
Attention: Andrew J. Nussbaum
Karessa L. Cain
Justin R. Orr
George N. Tepe
Email: AJNussbaum@wlrk.com
KLCain@wlrk.com
JROrr@wlrk.com
GNTepe@wlrk.com

To Aerospace:

Honeywell Aerospace Inc.
1944 E Sky Harbor Cir N
Phoenix, AZ 85034
Attention: John Donofrio, Senior Vice President, General Counsel
Email: [***]

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 W. 52nd St.
New York, NY 10019
Attention: Andrew J. Nussbaum
Karessa L. Cain

Justin R. Orr
George N. Tepe

Email: AJNussbaum@wlrk.com
KLCain@wlrk.com
JROrr@wlrk.com
GNTepe@wlrk.com

Section 5.5 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 5.6 Amendments. This Agreement may not be modified or amended, except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 5.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or transferred, in whole or in part, by operation of Law or otherwise, by either of the Parties without the prior written consent of the other Party (which consent may be granted or withheld in such other Party's sole discretion); provided that such first Party may assign or transfer, in whole or in part, by operation of Law or otherwise, without the prior written consent of the other Party, this Agreement or any of the rights, interests or obligations under this Agreement to (a) one or more of its Affiliates and (b) the successor to all or a portion of the business or assets to which this Agreement relates; provided, further, that (i) the assigning or transferring Party shall promptly notify the non-assigning or non-transferring Party in writing of any assignments or transfers it makes under the foregoing clause (b) and (ii) in either case of the foregoing clauses (a) or (b), the party to whom this Agreement is assigned or transferred shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto with respect to all or such portion of this Agreement so assigned or transferred. Any purported assignment in violation of this Section 5.7 shall be void *ab initio*. No assignment or transfer shall relieve the assigning or transferring Party of any of its obligations under this Agreement that accrued prior to such assignment or transfer unless agreed to by the non-assigning or non-transferring Party. Any assignment of the Licensed IP shall be subject to, and shall not affect, the licenses granted under this Agreement.

Section 5.8 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 5.9 Third Party Beneficiaries. This Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 5.10 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 5.11 Governing Law. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 5.12 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur if the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Damages. Accordingly, from and after the Effective Date, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party or Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article V (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 5.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 5.14 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 5.15 Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by a Licensor are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code regardless of the form or type of intellectual property under or to which such rights and licenses are granted and regardless of whether the intellectual property is registered in or otherwise recognized by or applicable to the United States or any other country or jurisdiction. The Parties agree that Licensee and its Group will retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code.

* * * * *

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective representatives thereunto duly authorized.

HONEYWELL INTERNATIONAL INC.

By: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Assistant Secretary

HONEYWELL AEROSPACE INC.

By: /s/ James Currier
Name: James Currier
Title: President & Chief Executive Officer

EXECUTION VERSION

TRADEMARK LICENSE AGREEMENT

BY AND BETWEEN

HONEYWELL INTERNATIONAL INC.,

HONEYWELL AEROSPACE IP HOLDINGS INC.

AND

HONEYWELL AEROSPACE INC.

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TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "Agreement"), dated as of June 25, 2026, is made and entered into by and between Honeywell International Inc., a Delaware corporation ("Licensor"), Honeywell Aerospace IP Holdings Inc., a Delaware corporation ("Licensee") and Honeywell Aerospace Inc. (f/k/a Honeywell Aerospace LLC), a Delaware corporation ("Aerospace") (together with Licensor and Licensee, the "Parties," and each individually a "Party").

RECITALS

WHEREAS, the Licensor and Aerospace, among others, intend to enter into that certain Separation and Distribution Agreement (substantially in the form filed as Exhibit 2.1 to the registration statement on Form 10 filed by Aerospace with the U.S. Securities and Exchange Commission on March 3, 2026 and as amended, modified or supplemented, and together with all exhibits and schedules thereto, the "Separation Agreement");

WHEREAS, the Separation Agreement contemplates that Licensor, Licensee and Aerospace will execute this Agreement, and this Agreement is being entered into by the Parties consistent with the requirements described therein;

WHEREAS, Licensor is the owner of valuable Trademarks in the Territory; and

WHEREAS, Licensee desires to use the Licensed Trademarks in connection with the Commercialization of the Licensed Products in the Territory, and Licensor is willing to authorize Licensee's use subject to the terms and conditions herein.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 General. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Separation Agreement (or, prior to the date the Separation Agreement is executed, in the form of such agreement filed as Exhibit 2.1 to the registration statement on Form 10 filed by Aerospace with the U.S. Securities and Exchange Commission on March 3, 2026). As used in this Agreement, the following terms shall have the following meanings:

(a) "Action" shall mean any demand, action, claim, cause of action, suit, countersuit, arbitration, inquiry, case, litigation, subpoena, proceeding or investigation (whether civil, criminal, administrative, legislative, regulatory, prosecutorial or otherwise) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal or authority.

(b) "Aerospace Accounts" shall mean the Internet Properties (excluding domain names) identified on **Attachment C(3)**.

(c) "Aerospace Business" shall mean the aerospace technologies business which supplies electronic solutions, engines and power systems, control systems and other products, software, technologies and services for aircraft, spacecraft (including satellites), and defense systems for military applications, as such business has been conducted prior to the Distribution Date by any member of the Aerospace Group or Automation Group (or any of their respective predecessors), including the businesses set forth on **Attachment J(1)**; provided that the Aerospace Business shall not include the Quantinuum business or any business set forth on **Attachment J(2)**, in each case as conducted prior to the Distribution Date by any member of the Aerospace Group or Automation Group (or any of their respective predecessors). For purposes of the foregoing, "defense systems for military applications" include weapons systems, vehicles and associated products, software, technologies and services (including sensor arrays, stabilizers, accelerometers, and gyroscopes) designed or sold for military applications, but do not include products, software, technologies or services sold for civilian or administrative applications (including administrative functions of the armed forces).

(d) "Aerospace Domain Names" shall mean the domain name registrations identified on **Attachment C(1)**.

(e) "Aerospace Group" shall mean Licensee, Aerospace and each Person that is or becomes a Subsidiary of Licensee or Aerospace, for so long as such Person is a Subsidiary of Licensee or Aerospace.

(f) "Aerospace Trademarks" shall mean the Trademarks identified on **Attachment A(1)**, but excluding the Excluded Marks.

(g) "Affiliate" shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that, solely for purposes of this Agreement and the Ancillary Agreements, no Party or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group.

(h) "Applicable Transition Period" shall mean, with respect to each of the uses identified on **Attachment F**, the period beginning on the Distribution Date and continuing for the period identified on **Attachment F** as applicable to such use.

(i) "Automation Group" shall mean Licensor and each Person that is or becomes a Subsidiary of Licensor, for so long as such Person is a Subsidiary of Licensor (but

excluding Aerospace, Licensee and each Person that is or becomes a Subsidiary of Aerospace or Licensee, for so long as such Person is a Subsidiary of Aerospace or Licensee).

(j) "Business Day" shall mean any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

(k) "Change of Control" shall mean, with respect to any entity, (i) the sale of all or substantially all of the assets of, or the ownership interests in, such entity in a single transaction or a series of related transactions to a Third Party (that is not, prior to such transaction, an Affiliate of such entity), (ii) any direct or indirect acquisition of control, consolidation or merger of such entity by, with or into any Third Party (that is not, prior to such transaction, an Affiliate of such entity), or (iii) any other corporate transaction or series of related transactions in which control of such entity is directly or indirectly transferred to a Third Party (that is not, prior to such transaction, an Affiliate of such entity), including by transferring in excess of fifty percent (50%) of such entity's voting power, shares or equity, through a merger, consolidation, tender offer or similar transaction, to one or more Third Parties. The consummation of the transactions contemplated by the Separation Agreement, including the Internal Reorganization and the Distribution, shall not be considered a Change of Control for purposes of this Agreement.

(l) "Commercialize" shall mean to use, manufacture, import, export, market, advertise, package, display, sell, offer for sale, distribute, provide, maintain or service.

(m) "Contract" shall mean any agreement, contract, subcontract, obligation, note, indenture, instrument, option, lease, sublease, promise, arrangement, release, warranty, license, sublicense, insurance policy, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(n) "Excluded Marks" shall mean the Trademarks identified on **Attachment A(2)**.

(o) "Governmental Entity" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether federal, state, local, domestic, foreign, multinational or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(p) "Internet Properties" shall mean all domain name registrations and social media and business platform addresses.

(q) "Law" shall mean any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, constitution, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(r) "Licensed Field" shall mean the aerospace technologies business which supplies electronic solutions, engines and power systems, control systems and other products, software, technologies and services for aircraft (including aerial drones), spacecraft (including satellites), and defense systems for military applications, and including the businesses set forth on **Attachment K(1),** including natural evolutions of the foregoing business and businesses; provided that the Licensed Field shall not include the Quantinuum business (as further described on **Attachment K(2)**) or any business set forth on **Attachment K(2)**. For purposes of the foregoing, "defense systems for military applications" include weapons systems, vehicles and associated products, software, technologies and services (including sensor arrays, stabilizers, accelerometers, and gyroscopes) designed or sold for military applications, but "defense systems for military applications" do not include products, vehicles, software, technologies or services sold for civilian or administrative applications (including administrative functions of the armed forces).

(s) "Licensed Product(s)" shall mean any product or service described on **Attachment D**, and including any natural evolution of such product or service, in each case, that is Commercialized in connection with any Licensed Trademarks pursuant to the terms of this Agreement, including by Licensee or any Subsidiary of Licensee or Aerospace that uses any Licensed Trademark as (or incorporated into) its name or trade name, but not including any products solely to the extent subject to Permitted Contract Manufacturing.

(t) "Licensed Trademarks" shall mean, collectively, the Aerospace Trademarks and the Transitional Trademarks.

(u) "LPL Assets" shall have the meaning set forth on **Attachment L**.

(v) "Permitted Contract Manufacturing" shall mean the development or manufacturing of products for, and subsequent sale, provision or distribution to, a Person that does not use any Licensed Trademark as (or incorporated into) its name or trade name, where such products (i) do not bear any Licensed Trademarks (whether on the products themselves or on any customer-facing packaging, subject to the sentence that follows) and (ii) are Commercialized exclusively by Persons that do not use any Licensed Trademark as (or incorporated into) their names or trade names and without the display or use of any Licensed Trademark (e.g., exclusively under such Person's own brand, or without branding). The appearance of any Licensed Trademark solely as part of Licensee's or any Subsidiary Sublicensee's corporate name in notices required by Law (such as manufacturer identification) for products shall not disqualify the development or manufacturing, and subsequent sale, provision or distribution, of such products as described in the foregoing from constituting "Permitted Contract Manufacturing."

(w) "Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(x) "Sanctions Laws" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the United States federal government, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State.

(y) "Subsidiary" of any entity shall mean any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization, is directly or indirectly owned or controlled by such entity or by any one or more of its Subsidiaries, or by such entity and one or more of its Subsidiaries; provided that such corporation or other organization shall be a "Subsidiary" solely during the period of such ownership or control.

(z) "Subsidiary Sublicensee" shall mean any Subsidiary of Licensee or Aerospace for so long as it remains a Subsidiary of Licensee or Aerospace and is granted a sublicense pursuant to Section 2.4(a).

(aa) "Term" shall mean the Initial Term along with, if applicable, the Renewal Term and, if applicable, along with any transitional term pursuant to Section 7.2.

(bb) "Territory" shall mean worldwide, but excluding, as may change from time to time, each country and territory where the Aerospace Group is prohibited from selling its products or services under applicable Sanctions Laws. At the time of the Distribution Date, those countries and territories excluded from the Territory are those identified on **Attachment E(2)**.

(cc) "Third Party" shall mean any Person other than a member of the Automation Group or Aerospace Group.

(dd) "Third-Party Sublicensee" shall mean any Third Party for so long as it is granted a sublicense pursuant to Section 2.4(b).

(ee) "Trademarks" shall mean trademarks, certification marks, service marks, trade names, service names, and trade dress, in each case whether or not registered, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

(ff) "Transitional Trademarks" shall mean Trademarks owned by Licensor or any member of the Automation Group or Aerospace Group as of the Distribution Date that were used in the operation of the Aerospace Business within the twelve (12)-month period immediately prior to the Distribution Date; provided that the Transitional Trademarks do not include any Aerospace Trademarks.

1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, words of one gender shall be held to

include the other gender as the context requires, and a word defined as a verb or noun shall be deemed to have the corresponding meaning when used in the other grammatical forms of that word; (b) references to the terms Article, Section, paragraph, clause, Exhibit, Attachment and Schedule are references to the Articles, Sections, paragraphs, clauses, Exhibits, Attachments and Schedules to this Agreement (as they may be updated from time to time) unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules, Attachments and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement," "the date hereof," "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (p) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if" and (q) any consent given by any Party pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party.

1.3 Table of Defined Terms. The following terms have the meanings set forth in the Sections referenced below:

TERM	SECTION
Aerospace	Preamble
Aerospace Trademark Action	4.4(b)
Agreement	Preamble
Divested Entity	11.2(a)
Guaranteed Obligations	2.13(a)
Indemnifiable Loss	10.1(a)
Indemnifiable Losses	10.1(a)
Indemnified Party	10.2
Indemnifying Party	10.2
Initial Term	5.1
License Fees	2.11(a)
Licensor	Preamble
Parties	Preamble
Party	Preamble
Renewal Term	5.1
Separation Agreement	Recitals
Sublicensee	2.4(a)
Terminable Breach	6.5(a)

ARTICLE 2

TRADEMARK LICENSES AND OWNERSHIP

2.1 Transitional License. Effective only beginning as of the Distribution Date, Licensor, on behalf of itself and the Automation Group, hereby grants to Licensee, subject to the terms set forth in this Agreement, a non-exclusive, non-transferable (except as set forth in Section 11.1), fully paid-up, non-sublicensable (except as set forth in Section 2.4) license to continue to use and display the Transitional Trademarks (solely as further described on **Attachment F**), solely during the Applicable Transition Period (as further described on **Attachment F**), solely in the Territory, and solely in a manner that is substantially consistent with the manner used in the operation of the Aerospace Business during the twelve (12)-month period prior to the Distribution Date. Licensee shall, and shall cause the members of the Aerospace Group to, use its and their reasonable best efforts to transition from and phase out use of the Transitional Trademarks within a reasonably prompt period following the Distribution Date, and in any case no later than the end of the Applicable Transition Period.

2.2 License to Aerospace Trademarks. Effective only beginning as of the Distribution Date, Licensor, on behalf of itself and the Automation Group, hereby grants to Licensee, subject to the terms set forth in this Agreement, an exclusive (solely as described in Section 2.3), non-transferable (except as set forth in Section 11.1), fee-bearing (as set forth in Section 2.11), non-sublicensable (except as set forth in Section 2.4) license to use and display the

Aerospace Trademarks within the Licensed Field, solely during the Term, and solely in the Territory as follows:

(a) as (or as incorporated into) the name(s) or trade name(s) of Licensee or any other member of the Aerospace Group whose marketing and sales activities are limited to the Licensed Field; and

(b) in connection with the Commercialization of Licensed Products or the Aerospace Group within the Licensed Field by, for or on behalf of any member of the Aerospace Group, including as displayed on any Licensed Products or any packaging for such Licensed Products, and on promotional and marketing materials used for any of their business operations within the Licensed Field.

For the avoidance of doubt, this Agreement does not permit, and none of Licensee, Aerospace or the Aerospace Group shall (or shall permit any agent acting on their behalf to), use or display the Excluded Marks as a Trademark, domain name or social media account name, except as expressly provided in Section 2.1 and **Attachment F**.

2.3 Exclusivity.

(a) The license granted under Section 2.2 shall be exclusive (even as to Licensor and its Affiliates) in connection with the Commercialization of any goods or services under the Aerospace Trademarks, whether alone or in combination with any other Trademarks, words or other elements. Licensor shall not, and shall cause its Affiliates not to, (i) Commercialize any goods or services under the Aerospace Trademarks, or (ii) license, encourage or authorize any Third Party to do any of the foregoing described in clause (i) above, other than as separately agreed between the Parties.

(b) Licensor shall not, and shall cause its Affiliates not to, license any Third Party to use or display "Honeywell" or any Licensed Trademarks in connection with any Commercialization (or the operation of any business) within the Licensed Field; provided that this Section 2.3(b) shall not prevent Licensor or its Affiliates from (x) using or displaying "Honeywell" (including in combination with any other Trademarks, words or other elements, other than as part of any Aerospace Trademarks) for any purpose, including in connection with any Commercialization of products or services within the Licensed Field, or (y) licensing and otherwise permitting third parties to advertise, distribute or sell the products or services (including by using or displaying "Honeywell," including in combination with any other Trademarks, words or other elements, other than as part of any Aerospace Trademarks) sold by or on behalf of the Automation Group.

2.4 Sublicensing.

(a) Licensee or any Subsidiary Sublicensee may, subject to the terms set forth hereunder, grant non-transferable sublicenses, solely within the scope of the licenses granted in Section 2.1 or Section 2.2 and for the periods of time licensed thereunder, to (i) any members of the Aerospace Group, provided that any sublicense granted to a member of the Aerospace Group

will immediately terminate once such member of the Aerospace Group ceases to qualify as a member of the Aerospace Group, (ii) any third-party manufacturers, service providers, resellers, channel partners, dealers or customers of the Aerospace Group, solely in connection with the Commercialization or use of Licensed Products sold or provided by, for or on behalf of the Aerospace Group, or the promotion of any business within the Licensed Field of the Aerospace Group and (iii) third parties solely in connection with corporate sponsorships, charitable endeavors and similar marketing initiatives of the Aerospace Group, including naming rights for facilities, programs, teams, events, or initiatives (e.g., "Honeywell Aerospace Center," "Honeywell Aerospace Engineering Lab," "Honeywell Aerospace Stadium") (each sublicensee described in (ii) and (iii), a "Third-Party Sublicensee"), but not, for the avoidance of doubt, for the incorporation of any Aerospace Trademark into the name or trade name of any Third-Party Sublicensee. Any Subsidiary Sublicensee or Third-Party Sublicensee may be referred to herein as a "Sublicensee."

(b) Licensee or its applicable Subsidiary Sublicensee shall, when granting any sublicense to a Third-Party Sublicensee, ensure that any such sublicense granted after the Distribution Date is granted pursuant to a written agreement with such Third Party that subjects such Third Party to quality control obligations at least as protective as those set forth in this Agreement, and recognizes Licensor as the owner of the "Honeywell" Trademark and Licensor's right to enforce against any misuse of the "Honeywell" Trademark by such Sublicensee. Licensee or one of its Subsidiaries shall maintain a list of all then-current Third-Party Sublicensees to which Licensee or its Subsidiary Sublicensees have granted sublicenses under or with respect to any Aerospace Trademarks and provide such list to Licensor, upon reasonable request, within five (5) Business Days. For purposes of monitoring Licensee's compliance with the terms of this Agreement, Licensor may request (no more than once per year) copies of all Trademark sublicense agreements with each Third-Party Sublicensee and, within a reasonable period after written notice of such request, Licensee shall provide copies of all such agreements; provided that Licensee may redact or otherwise not provide any economic terms or any other portions of such agreements that are unrelated to compliance with terms of this Agreement governing quality control and the goodwill associated with the Licensed Trademarks.

(c) Licensee shall, and shall cause applicable members of the Aerospace Group to, use their reasonable best efforts to ensure that all Third-Party Sublicensees comply with their obligations relating to any Licensed Trademarks, including with respect to any relevant quality control obligations under their respective sublicense agreements.

(d) If Licensor believes in good faith that any Sublicensee has taken any action(s) that would, if conducted by Licensee, breach the quality control provisions of this Agreement, and that such action(s) have harmed, or are reasonably expected to harm, the goodwill associated with any Licensed Trademarks or the "Honeywell" Trademark, then Licensee shall, upon Licensor's reasonable request: (i) provide, within a reasonable period after written notice of such request (but in any case within one (1) week), to Licensor a copy of each applicable Trademark sublicense agreement with such Third-Party Sublicensee, provided that such request shall include reasonable detail regarding such alleged actions and harm; provided, further, that Licensee may redact or otherwise not provide portions of such agreements not

relevant in any material respect to such breach; and (ii) cooperate in good faith with Licensor to investigate and address such actions and harm, at Licensee's sole cost and expense, including, if reasonably necessary and applicable, by terminating the sublicense granted to the applicable Sublicensee under this Section 2.4.

(e) Without limiting the foregoing, (i) any act or omission by any Subsidiary Sublicensee relating to any Licensed Trademark that would, if conducted by Licensee, constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Licensee, and (ii) any act or omission by any Third-Party Sublicensee with respect to rights sublicensed to it by Licensee under any Licensed Trademark, which act or omission would, if conducted by Licensee, constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Licensee; provided that such deemed breach shall not alone constitute a Terminable Breach hereunder.

2.5 New Licensed Trademarks; New Trademark Registrations.

(a) Licensee may, from time to time, provide notice to Licensor requesting that new Trademarks that begin with "HONEYWELL AEROSPACE" (other than any Excluded Marks) be added to the definition of "Aerospace Trademarks." Licensor shall promptly review and respond in writing to any such notice of request (in any event within fourteen (14) days of receipt) either acknowledging that such new Trademarks are and will be, on a go-forward basis, "Aerospace Trademarks" or, solely if Licensor determines in its reasonable judgment that the use of such new Trademarks hereunder by Licensee is likely to have a material adverse effect on the goodwill associated with the "Honeywell" Trademark, rejecting in writing (with a reasonable explanation) the addition of such new Trademarks as "Aerospace Trademarks." Unless Licensor provides such notice of its rejection of such request within the fourteen (14)-day period, the Parties shall amend **Attachment A(1)** to add such new Trademarks, and any Trademarks identified on the new **Attachment A(1)** shall thereafter be "Aerospace Trademarks."

(b) Licensee may, from time to time, submit a written request to Licensor to apply for the registration of any Aerospace Trademark in any jurisdiction in the Territory. Licensor shall, in cooperation with Licensee, apply for such requested registration reasonably promptly following the receipt from Licensee of all information, documentation and materials reasonably necessary to apply for such registration. All out-of-pocket costs and expenses related to prosecuting or otherwise obtaining, registering or maintaining any such new registration shall be borne by Licensee, and Licensee shall be billed directly by Licensor's counsel for, and promptly pay, such costs and expenses at no greater than the same rate as Licensor pays such counsel for its own like work.

2.6 Licensed Territory. Licensee shall not use or display, or sublicense or authorize any other Person to use or display, any of the Licensed Trademarks in any jurisdiction outside the Territory, provided that the foregoing shall not prevent the use or display of Licensed Trademarks on media intended primarily for jurisdictions within the Territory, but that are made accessible or viewable outside of the Territory. Licensee shall not sell or promote any Licensed Products outside of the Territory, or to Persons who Licensee knows (or should reasonably be expected to know) at the time of such sale intend to sell such Licensed Products outside the Territory.

2.7 Entity Names; Trade Names. The Parties acknowledge and agree that **Attachment B** is, as of the Distribution Date, intended to include a list of each member of the Aerospace Group that, as of the Distribution Date, has included in its name, or is doing business under any trade name that includes, the term "Honeywell" or any Aerospace Trademark. If Licensee within one (1) year of the Distribution Date identifies any member meeting the foregoing criteria but not identified on **Attachment B**, Licensee may notify Licensor of the same and the Parties shall amend **Attachment B** to include such member's applicable names or trade names, such amendment to be deemed effective as of the Distribution Date unless otherwise agreed between the Parties. Licensee must provide Licensor with prior written notice of any new entity it proposes to register to do business using the Aerospace Trademark as permitted under Section 2.2, including the name of such entity and any trade names used by such entity, after which **Attachment B** shall be amended to include such entity name or trade name; provided that this Agreement shall not permit any Licensee to use any Excluded Marks as an entity name or trade name, or otherwise, except as expressly provided in Section 2.1 and **Attachment F**. Licensor shall, at Licensee's written request, provide reasonable assistance in obtaining any registrations required in connection with such entity or trade names, provided that Licensee shall reimburse Licensor for any out-of-pocket expenses incurred in connection with such assistance.

2.8 Domain Name Registrations.

(a) Licensor shall have the exclusive right to register domain names incorporating any Aerospace Trademark. Licensee may, from time to time, submit a written request to Licensor that new or additional domain name registrations that include any Aerospace Trademark be added to the definition of "Aerospace Domain Names" (except any domain name registration including any Excluded Mark). Licensor shall promptly review and respond to any such request, and shall not unreasonably withhold or delay its consent thereto. If Licensor decides not to provide such consent, Licensor will promptly provide Licensee with written notice of such decision and its reasoning therefor. Upon Licensor's written consent to any such request, the Parties shall amend **Attachment C(1)** accordingly, and any such newly approved domain name registrations shall thereafter be deemed "Aerospace Domain Names." After providing any such consent, Licensor shall, at Licensee's sole cost and expense, use its commercially reasonable efforts to promptly register any such approved domain name registration. Without limiting the foregoing, Licensor shall, at Licensee's request, approve and use its commercially reasonable efforts to acquire the registration of any domain name comprising (i) an Aerospace Trademark and any top-level domain (e.g., honeywellaerospace.*) or (ii) an Aerospace Trademark, any other word or words descriptive of the business of Licensor or any Licensed

Product and any top-level domain (e.g., honeywellaerospacenavigation.*) (except any domain name registration that includes any Excluded Mark).

(b) Licensor shall maintain, at Licensee's sole cost and expense, the Aerospace Domain Names.

(c) As between Licensor and Licensee, subject to the terms herein, Licensee shall have exclusive control of, and an exclusive license to use and administer, each Aerospace Domain Name and any and all websites and content made available thereon, including the administration of such websites and such content, and Licensor shall reasonably cooperate with Licensee, at Licensee's sole cost and expense, to facilitate such exclusive control. Licensor shall not, and shall cause its applicable Affiliates and representatives not to, (i) modify any website made available on or through any Aerospace Domain Name (or any content made available on such websites), (ii) access or attempt to access any portions of such websites that are not available to the general public, or (iii) otherwise intentionally interfere with Licensee's exclusive control and administration of the Aerospace Domain Names or any websites or content made available thereon; provided that in the event Licensee commits a Terminable Breach with respect to any Aerospace Domain Name, Licensor may (notwithstanding the foregoing) take all steps necessary to cure such Terminable Breach by taking control of and using the Aerospace Domain Name that is the subject of the Terminable Breach.

(d) Licensee may, from time to time, provide written notice to Licensor that it no longer wishes to operate or have registered an Aerospace Domain Name. Following delivery of such notice, Licensor shall have no obligation to maintain such domain name registration, and neither Licensee nor Licensor shall have any obligation to pay any costs or expenses for such domain name registration (except to the extent accrued as of the date of such notice), and the Parties shall amend **Attachment C(1)** accordingly, and any such domain name registrations shall thereafter no longer be "Aerospace Domain Names."

(e) The Parties acknowledge and agree that **Attachment C(1)** is, as of the Distribution Date, intended to include a list of all domain name registrations registered by Licensor or any of its Affiliates as of the Distribution Date that include in the domain name any Aerospace Trademark and that, if Licensee within twelve (12) months of the Distribution Date identifies any domain name registration meeting the foregoing criteria but not identified on **Attachment C(1)**, Licensee may notify Licensor of the same and the Parties shall amend **Attachment C(1)** to include such domain name registration as an "Aerospace Domain Name," such amendment to be deemed effective as of the Distribution Date unless otherwise agreed between the Parties.

(f) Notwithstanding Licensor's exclusive right to register domain names incorporating any Aerospace Trademark, the Parties acknowledge and agree that the Licensee or Subsidiary Sublicensee entity designated on **Attachment C(2)** may serve as the registrant of the domain name registrations identified on **Attachment C(2)** for purposes of obtaining and holding an "Internet Content Provider" (ICP) license for such domain name registrations. Notwithstanding such transfer to such entity, Licensor shall remain the beneficial owner of such domain name registrations and, upon termination of this Agreement, on Licensor's request,

Licensee shall take all steps reasonably necessary to cause such entity to transfer such domain name registrations to Licensor within sixty (60) days of such termination (it being understood that neither Licensee nor such entity shall otherwise have any obligations to maintain such domain name registrations following such termination).

2.9 Social Media Accounts.

(a) Without limiting Section 2.8, Licensee and its Subsidiary Sublicensees may, from time to time, register Internet Properties (excluding domain names) that include any Aerospace Trademark (except any Excluded Mark) in the name, tag or other identifier thereof and notify Licensor of the same, and **Attachment C(3)** shall be amended to include such Internet Properties as "Aerospace Accounts."

(b) As between Licensor and Licensee, and without limiting Licensee's obligations hereunder with respect to usage of the Licensed Trademarks, Licensee shall have exclusive license and right to control and use each Aerospace Account (including exclusive administrative control), and Licensor shall reasonably cooperate with Licensee, at Licensee's reasonable request and sole cost and expense, to assist with registering, maintaining and controlling the Aerospace Accounts.

2.10 Expansions to Licensed Products and Licensed Field.

(a) Licensee may, from time to time, submit a written request to Licensor that new or additional products or services within the Licensed Field be added to **Attachment D**. Licensor shall review and respond to any such request, and shall not unreasonably withhold or delay its consent thereto, or condition such consent on any additional royalty or payment that is not already due under this Agreement. If Licensor decides not to provide such consent, Licensor will promptly provide Licensee with written notice of such decision and its reasoning therefor. Upon Licensor's written consent to any such request, the Parties shall amend **Attachment D** accordingly, and any such newly approved products or services shall thereafter be "Licensed Products."

(b) The Parties acknowledge and agree that **Attachment D** is, as of the Distribution Date, intended to list all products or services sold or provided, or in development and planned to be sold or provided, as of or within the twelve (12) months prior to the Distribution Date, as part of the Aerospace Business by or on behalf of any member of the Aerospace Group or Automation Group, and that, if within two (2) years immediately following the Distribution Date Licensee identifies and provides Licensor with written notice of any products or services that (i) meet the foregoing criteria described in this Section 2.10(b) but are not listed on **Attachment D**, or (ii) otherwise fall within the Licensed Field and are not listed on **Attachment D**, then the Parties shall amend **Attachment D** to include such products or services, such amendment to be deemed effective as of the Distribution Date unless otherwise agreed between the Parties.

(c) Licensee may, from time to time, submit a written request to Licensor to expand or otherwise change the Licensed Field. Licensor shall review and respond to any such

request, and shall not unreasonably withhold or delay its consent thereto. If Licensor decides not to provide such consent, Licensor will promptly provide Licensee with written notice of such decision and its reasoning therefor. Upon Licensor's written consent to any such request, the Parties shall amend **Attachment K** or the definition of "Licensed Field" as set forth herein accordingly. For the avoidance of doubt, it would not be unreasonable for Licensor to withhold consent to such a request described in this Section 2.10(c) if, in Licensor's reasonable opinion, the requested change would likely (i) result in confusion as between the products or services of the Aerospace Group within the Licensed Field (as expanded pursuant to the applicable request), on the one hand, and those of the Automation Group (including the products and services at that time sold or offered or anticipated to be sold or offered by the Automation Group), on the other hand, in each case, which products and services are sold or are then-anticipated to be sold or offered in connection with any Trademark that contains "Honeywell," or (ii) pose material harm to any Licensed Trademarks or other "Honeywell" Trademarks, or the goodwill associated therewith.

2.11 License Payments.

(a) License Fee. In consideration of the license granted hereunder with respect to the Aerospace Trademarks, Licensee shall pay to Licensor, in accordance with **Attachment G**, license fees totaling $1.125 billion ($1,125,000,000) (collectively, the "License Fees"), to be paid as (i) an upfront payment of $18.75 million ($18,750,000) paid no later than the date that is five (5) days after the Distribution Date and (ii) fifty-nine (59) equal consecutive monthly payments of $18.75 million ($18,750,000), each paid no later than the date that is two (2) Business Days after the 15th day of each calendar month, commencing on the first such date to occur after the Distribution Date; provided that no License Fees shall be due under this Agreement unless and until the Distribution Date occurs. By way of example, if the Distribution Date is June 29, 2026, then (x) the upfront payment must be paid by Licensee no later than July 4, 2026, (y) the first of the fifty-nine (59) monthly payments must be paid by Licensee no later than July 17, 2026, and (z) the last of the fifty-nine (59) monthly payments must be paid by Licensee no later than May 19, 2031. Subject to Section 2.12, the License Fees shall be due and payable regardless of whether (x) Licensee exercises any of its rights hereunder, including whether and to what extent Licensee uses the Aerospace Trademarks or (y) the Agreement has been terminated (other than a termination by Licensee for Licensor's Terminable Breach pursuant to Section 6.5).

(b) Interest. On any and all amounts that are at any time overdue and payable to Licensor under this Agreement, Licensee shall pay interest to Licensor at the prime lending rate for commercial transactions as printed in the *Wall Street Journal* on the first day that any payment owed to Licensor is overdue. The payment of such interest shall not replace any of Licensor's other rights under this Agreement resulting from Licensee's default by failure to pay any amounts due hereunder. The acceptance of any overdue payments by Licensor at any time does not foreclose or impair Licensor's ability to collect the owed interest on such payments pursuant to this Section 2.11(b).

2.12 License Fees on Termination.

(a) Licensee's obligation to pay all outstanding License Fees (totaling $1,125,000,000, regardless of the date of such termination, less the amount of License Fees already received by Licensor) shall survive any termination of this Agreement; provided that notwithstanding anything to the contrary herein, Licensee shall not be obligated to pay any portion of the License Fees due to be paid after the termination of this Agreement by Licensee for Licensor's Terminable Breach pursuant to Section 6.5.

(b) If this Agreement is terminated (except by Licensee for Licensor's Terminable Breach pursuant to Section 6.5), all outstanding License Fees and other fees due under this Agreement shall become due and payable within sixty (60) days of such termination.

2.13 Guarantee.

(a) Aerospace hereby unconditionally, absolutely and irrevocably guarantees, and shall be jointly and severally liable for, the due and punctual performance and discharge of all of Licensee's (and those of any permitted assignee's or (in the event of a Change of Control) any acquiring entity's) obligations and liabilities under this Agreement, including the payment of the License Fees (the "Guaranteed Obligations"). Aerospace's obligations under this Agreement are principal obligations and are not ancillary or collateral to any other right or obligation under this Agreement.

(b) Licensor shall not be required to (and Aerospace waives any requirement that Licensor must) make presentment, protest or demand for performance to, or otherwise proceed or take action against, Licensee (or other applicable Person liable under this Agreement, as the case may be) before Licensor shall be entitled to directly enforce any of the Guaranteed Obligations against Aerospace. Aerospace further waives, to the fullest extent permitted by Law, any defenses or benefits that may be derived from or afforded by Law that limit the liability of or exonerate any guarantors or sureties. This is an unconditional guarantee of payment and not of collection.

(c) Aerospace acknowledges and agrees that no release or extinguishment of the liabilities of Licensee (or other applicable Person liable under this Agreement, as the case may be), other than in accordance with the terms of this Agreement, whether by decree in any bankruptcy proceeding or otherwise, will affect the continuing validity and enforceability of this guarantee. The obligations of Aerospace in respect of the Guaranteed Obligations are continuing obligations and are not satisfied, discharged or affected by an intermediate payment or settlement of account by, or change in the constitution or control of, or merger or consolidation with, any Person, or the insolvency of, bankruptcy, winding up or analogous proceedings relating to Licensee or any other Person. In the event that any payment to Licensor in respect of any Guaranteed Obligation is rescinded or must otherwise be returned for any reason whatsoever, Aerospace shall remain liable hereunder with respect to the Guaranteed Obligations as if such payment had not been made.

(d) Aerospace acknowledges and agrees that the obligations of Aerospace hereunder shall not be released or discharged, in whole or in part, or otherwise affected by (i) the existence of any claim, set-off or other right which Aerospace may have at any time against Licensee, Licensor, or any other applicable Person liable under this Agreement, whether in connection with the Guaranteed Obligations or otherwise, (ii) the failure of Licensor to assert any claim or demand or to enforce any right or remedy against either Licensee (or other applicable Person liable under this Agreement), (iii) any change in the applicable Law of any jurisdiction, or (iv) the adequacy of any other means Licensor may have of obtaining payment related to the Guaranteed Obligations.

(e) Aerospace's obligations under this Section 2.13 shall survive termination of this Agreement.

2.14 Cooperation; Recordation of Licenses. If a Party reasonably requests cooperation from the other Party to make any application, filing or recordation with any Governmental Entity relating to the licenses granted hereunder that is reasonably required or advisable to protect any Aerospace Trademarks or to facilitate the Commercialization of any Licensed Products, or to amend or update any prior application, filing or recordation, the other Party shall promptly provide or secure all reasonable assistance reasonably requested by the requesting Party, at the sole cost of the requesting Party.

2.15 Historical or other Factual References. Notwithstanding anything to the contrary, nothing in this Agreement shall prevent or restrict the use of Trademarks (a) on materials retained and used only for archival or other internal business purposes, (b) as may be required to comply with applicable Law and (c) in reference to Licensee's product or company history, or to address or prevent consumer confusion as between members of the Automation Group, on the one hand, and members of the Aerospace Group, on the other hand, or their respective products and services; provided that Licensee shall, with respect to references permitted by Section 2.15(c), only use the "Honeywell" Trademark (i) as part of the Aerospace Trademarks, or (ii) as part of the approved description set forth in **Attachment I** or as otherwise approved by Licensor, such approval not to be unreasonably withheld or delayed.

2.16 Use as Corporate Names. For the avoidance of doubt, the rights granted under Section 2.2(a) include the right for the members of the Aerospace Group whose marketing and sales activities are limited to the Licensed Field to use Aerospace Trademarks (a) to identify themselves in any corporate communication, public statement, investor relations material, press release, regulatory filing, or other context in which identification of the entity is appropriate, (b) in connection with corporate sponsorships, charitable activities, community engagement, recruiting, academic partnerships, and similar general corporate activities, whether or not such activities directly relate to the Commercialization of Licensed Products, and (c) in any other manner reasonably necessary to operate as a publicly traded company (or Subsidiaries thereof), in each case subject to compliance with the quality standards set forth in Article 3.

ARTICLE 3

QUALITY CONTROL; USE RESTRICTIONS

3.1 Use of Licensed Trademarks. Licensee shall, and shall require its Sublicensees to, use the Licensed Trademarks only as permitted under Article 2, as applicable, and not in any manner described in **Attachment H** hereto. Notwithstanding anything to the contrary herein, the provisions of this Agreement shall not apply to restrict or impose obligations with respect to any product or service that is not offered or sold in connection with any of the Licensed Trademarks by any Person that does not use any Licensed Trademark as or incorporated into its name or trade name.

3.2 Restrictions. Licensee shall not, and shall not authorize or assist any other Person to:

(a) use any of the Licensed Trademarks, or develop and use any Trademarks confusingly similar to the Licensed Trademarks, on, in connection with or for the Commercialization of any products or services other than the Licensed Products; or

(b) apply for or acquire any trademark registration that would constitute or be confusingly similar to a Licensed Trademark, including translations or transliterations, or register or attempt to register any domain name incorporating in whole or in part any Licensed Trademark or anything confusingly similar to a Licensed Trademark, including translations or transliterations thereof.

3.3 No Tarnishment. Licensee shall, and shall require its Sublicensees to, not take any action, or make any omission of a required action, which act or omission tarnishes in any material respect the goodwill associated with any of the Licensed Trademarks or the "Honeywell" Trademark. Without limiting the foregoing, Licensee shall not, and shall require its Sublicensees not to, use or display any Licensed Trademarks in connection with any products, services, content or materials that are illegal or whose association would otherwise reasonably be expected to tarnish any of the Aerospace Trademarks or the "Honeywell" Trademark or Licensor; provided that the lawful sale or provision of Licensed Products existing as of the Distribution Date, and natural evolutions thereof constituting Licensed Products, which Licensed Products otherwise comply with the requirements of Article 3 (including the product quality standards of Section 3.4 with respect to such Licensed Products or natural evolutions thereof), shall not serve as the basis for any claim of breach of this Section 3.3, even if such lawful activities attract negative public perception with respect to the "Honeywell" Trademark.

3.4 Product Quality. Licensee is familiar both with the recognition and goodwill associated with the Licensed Trademarks and with the high standards of quality associated with the products and services manufactured and provided under the "Honeywell" Trademark as of the Distribution Date, including in connection with the Aerospace Business. Licensee shall, and shall require its Sublicensees to, use its and their reasonable best efforts to ensure that all Licensed Products shall be of a high quality that is at least consistent in all material respects with

the quality of products and services Commercialized as part of the Aerospace Business as of the Distribution Date.

3.5 Compliance with Laws. Licensee shall, and shall cause the Aerospace Group to, conduct its and their businesses in a manner that complies with all applicable Laws (including any Sanctions Laws). Licensee shall, and shall require all of its Subsidiaries and Sublicensees and Aerospace's Subsidiaries to, Commercialize any and all Licensed Products only in accordance with applicable Laws and any industry standards to which they are legally bound, including those relating to the Commercialization, recycling, take-backs, or disposal of the Licensed Products.

3.6 Third-Party Suppliers. With respect to each Third Party used for the manufacture or other supply of any Licensed Products or material components thereof, Licensee (a) shall maintain a list with the name and address of any such supplier and the specific Licensed Products or components thereof manufactured or otherwise supplied by such supplier and (b) shall, and shall require each Third-Party Sublicensee to, include contractual obligations in its contracts with such third-party supplier sufficient to enable Licensee to satisfy its quality control obligations set forth in this Article 3 (it being understood that any contracts with such third-party suppliers existing as of the Distribution Date are hereby deemed to be sufficient for the purposes of the foregoing). Reasonably promptly following Licensor's reasonable request, such as in connection with a quality control concern, Licensee shall provide such list of third-party suppliers relevant to such request to Licensor.

3.7 Quality Audit. Licensor shall, in accordance with this Section 3.7, have a continuing right to audit and examine the manufacturing steps and processes utilized by the Aerospace Group or its third-party manufacturers in the manufacture of the Licensed Products according to the terms herein. Not more than once per year at each facility (unless Licensor reasonably believes that any Licensed Products are not being manufactured or supplied in accordance with the requirements of this Agreement, in which case Licensor may conduct additional inspections), Licensor's authorized representatives shall have the right (at Licensor's sole cost and expense), upon reasonable notice, during normal business hours and subject to reasonable confidentiality restrictions agreed by the Parties, to inspect the facilities of Licensee, its Sublicensees or its or their third-party manufacturers and suppliers involved in the manufacture of Licensed Products, as applicable, for the sole purpose of assessing whether the Licensed Products are being manufactured and supplied in accordance with the requirements of this Agreement and all applicable Laws. Licensee may require that an independent Third Party rather than Licensor conduct any such audits, in which case such audit shall be at Licensee's sole cost and expense and such Third Party shall be required to conduct such audit within a reasonable timeframe specified by Licensor and reasonably comply with the scope and structure of Licensor's standard audit process. If any such audit reveals any violation of this Agreement or other issues which would reasonably be expected to materially adversely affect the goodwill of the "Honeywell" Trademark or cause "Licensed Products" to be manufactured in violation of this Agreement, Licensee shall, within seven (7) days of receiving written notice of such violations or issues, provide Licensor with a response plan to cure such violations or issues in compliance with applicable Laws. Licensee shall use its reasonable best efforts to resolve such issues within

forty-five (45) days of sending (or being required to send) such response plan unless Licensee demonstrates that more time is needed to resolve such issues, in which case the Parties shall negotiate in good faith an appropriate time frame to resolve such issues.

3.8 Cooperation to Address Confusion. Each Party shall, upon the other Party's reasonable request, reasonably cooperate with the other Party and provide all reasonable assistance in the event of actual or likely confusion by a Third Party regarding the Parties' respective uses of the "Honeywell" Trademark, including with respect to the nature of the relationship between the Parties and, as between the Parties, their respective responsibilities for their respective products and services.

3.9 Annual Meeting. Upon either Party's request, at least once per year, Licensee and Licensor shall attempt in good faith to meet to discuss this Agreement and related topics of mutual interest to the Parties. During such meeting, the Parties shall discuss topics including branding and use of the Licensed Trademarks, issues with Third-Party Sublicensees and potential adjustments to the Agreement.

ARTICLE 4

OWNERSHIP, MAINTENANCE AND ENFORCEMENT

4.1 Ownership and Goodwill. Licensee, on behalf of itself and each other member of the Aerospace Group, hereby acknowledges that, as between the Parties, Licensor owns all right, title and interest in and to the Licensed Trademarks, and neither Licensee nor any Affiliate is obtaining any right, title or interest in any of the Licensed Trademarks other than the licenses and rights expressly set forth in this Agreement. Licensee shall not, and shall cause each other member of the Aerospace Group not to, challenge the validity of any of the Licensed Trademarks, or the ownership thereof by any member of the Automation Group. All goodwill resulting from the use of any Licensed Trademarks by Licensee or any of its Sublicensees, including any additional goodwill that may develop from Licensee's or its or their Sublicensees' use or display of the Licensed Trademarks, shall inure solely to the benefit of Licensor.

4.2 Prosecution, Maintenance and Defense.

(a) Licensor shall use its commercially reasonable efforts to prosecute, maintain, renew and defend from challenge each registration and application for registration of the Aerospace Trademarks within the Territory that are active as of the Distribution Date, including by making all applicable filings and paying all applicable fees reasonably necessary to prosecute, maintain and renew such applications and registrations, and defending against any claims that any Aerospace Trademarks are invalid. Licensor may, at its reasonable discretion, file any new application or maintain resulting new registrations for any Aerospace Trademark requested by Licensee after the Distribution Date, provided such filings or renewals will be at Licensee's sole expense. Licensor may, at its reasonable discretion, abandon any such new filings or resulting registrations if Licensee fails to pay for the applicable costs of prosecuting, maintaining, renewing or defending such application or registration in accordance with the terms

of this Agreement within a reasonable period after being notified by Licensor of such failure to pay.

(b) Each Party shall, upon the other Party's request, cooperate and provide assistance in such registration and prosecution, including supplying specimens and other samples of use as necessary to maintain or obtain such applications or registrations.

4.3 Infringement Notice. Each Party shall give prompt notice to the other Party of any infringement, dilution or other violation it learns of by any Third Party of any Aerospace Trademarks within the Licensed Field in the Territory, or that would otherwise reasonably be expected to tarnish the goodwill associated with the Aerospace Trademarks, any time during the Term. The Parties shall thereafter promptly confer to discuss such activities and whether any Action is necessary or desired to address such infringement, dilution or violation.

4.4 Enforcement.

(a) Licensor shall have the right, but not the obligation, to initiate and pursue any Action against any Third Party to enforce the Aerospace Trademarks, or the "Honeywell" Trademark within the Licensed Field, in its own name and under its control, including through litigation (such a litigation, whether or not pursued by Licensor or, pursuant to Section 4.4(b) by Licensee, an "Aerospace Trademark Action"). Each Party shall equally bear half of the costs and expenses incurred in, and equally share half of the recovery resulting from, any Aerospace Trademark Action so pursued by Licensor. Licensor will provide prompt notice to Licensee if it determines not to pursue an enforcement of the Aerospace Trademarks, or an enforcement of the "Honeywell" Trademark within the Licensed Field. Licensee may, by written notice to Licensor, irrevocably opt out of an Aerospace Trademark Action under this Section 4.4(a). If Licensee opts out of any such Action, Licensee (i) will not be entitled to any associated recovery or refund and shall not be relieved of its obligation to share in any expenses incurred prior to Licensee's opt-out, and (ii) shall not be relieved of its other obligations under this Section 4.4, including, for the avoidance of doubt, Licensee's duties of cooperation under Section 4.4(c).

(b) If Licensor provides notice that it will not take action under Section 4.4(a) and the Parties reasonably believe there to be an ongoing violation likely to harm the business of the Aerospace Group within the Licensed Field or impair the rights granted to the Aerospace Group under this Agreement, including pursuant to Section 2.3, then Licensee may, following notice to Licensor, initiate and pursue an Aerospace Trademark Action; provided that if Licensor notifies Licensee with a reasonable basis as to why pursuing such Aerospace Trademark Action would harm the business of the Automation Group, Licensee shall be prohibited from pursuing such Aerospace Trademark Action. Licensee shall bear all of the costs and expenses incurred in, and be entitled to all recoveries resulting from, any Aerospace Trademark Action so pursued by Licensee.

(c) In the event either Party chooses to pursue an Aerospace Trademark Action in accordance with this Section 4.4, the other Party shall cooperate with and provide reasonable assistance to the enforcing Party in such Action, including, to the extent reasonably

necessary for the purpose of establishing adequate standing to maintain such Aerospace Trademark Action, by becoming a party thereto.

(d) Licensee shall not, and shall cause the members of the Aerospace Group not to, without Licensor's written consent (which consent shall not be unreasonably withheld or delayed), enter into any settlement or compromise with respect to any Aerospace Trademark Action.

ARTICLE 5

TERM

5.1 Term; Renewal. This Agreement shall become effective on the Distribution Date and, unless earlier terminated in accordance with the terms of this Agreement, shall continue until and including the six (6) year anniversary of the Distribution Date (the "Initial Term"). Unless Licensee provides Licensor with notice of non-renewal at least two (2) years and one day prior to the expiration of the Initial Term or the then-current Renewal Term (other than the last possible Renewal Term), then, unless and until the Agreement is terminated in accordance with Article 6, the Agreement shall automatically renew for one initial renewal period of nine (9) years ending on and including the fifteen (15) year anniversary of the Distribution Date and subsequently for up to twelve (12) consecutive five (5)-year periods (such nine (9) year period and each such five (5)-year period, a "Renewal Term"), totaling a maximum of sixty-nine (69) additional years following the initial six (6)-year Initial Term ending on and including the seventy-fifth (75^{th}) anniversary of the Distribution Date.

5.2 Non-Renewal. Unless a Change of Control of Licensee or Aerospace has occurred or this Agreement has already terminated or expired in accordance with its terms or by mutual agreement of the Parties, if Licensee does provide Licensor with notice of non-renewal in accordance with Section 5.1 resulting in this Agreement terminating at the end of the Initial Term or applicable Renewal Term (other than the last possible Renewal Term), then, at the end of the Initial Term or applicable Renewal Term, Licensor shall pay to Licensee a one-time reimbursement of $50 million ($50,000,000).

ARTICLE 6

TERMINATION

6.1 Termination by Licensor.

(a) On the occurrence of any of the following events, this Agreement (in whole or in relevant part) may be terminated by the Licensor, effective on delivery to Licensee of written notice:

(i) The attempted assignment by Licensee or Aerospace of this Agreement or any right or license granted under it in contravention of the terms of Article 11 of this Agreement;

(ii) Licensee fails to timely pay the License Fees, except in the event of a provable and purely administrative error which was cured by Licensee within ten (10) Business Days of receiving notice from Licensor;

(iii) the Aerospace Group's complete cessation of their business operations related to the Licensed Products; or

(iv) the declaration of insolvency by Licensee or the seeking of protection under any bankruptcy, receivership, creditors' arrangement or comparable proceeding by Licensee, or if any such proceeding is instituted against Licensee and such proceeding is not dismissed within sixty (60) days.

(b) Licensor may terminate this Agreement, with such termination effective upon the sixth (6^{th}) anniversary of the Distribution Date, by providing Licensee with notice of its intent to terminate the Agreement in accordance with this Section 6.1(b) at any time during the Term prior to the fourth (4^{th}) anniversary of the Distribution Date, whereupon Licensor shall be required to pay to Licensee $250 million ($250,000,000) on or before the sixth (6^{th}) anniversary of the Distribution Date; provided that this Agreement shall not terminate under this Section 6.1(b) unless and until such payment is made (it being understood that such amount shall remain due), unless Licensee provides written notice to Licensor confirming such termination, and Licensor's requirement to make such payment shall survive such termination following such notice.

6.2 Termination by Licensee. Licensee may terminate this Agreement by providing Licensor with two (2) years' prior written notice of such termination.

6.3 Change of Control. Upon a Change of Control of Licensee or Aerospace for which Licensee has not provided to Licensor prior written notice in accordance with Section 11.1, or for which Licensor has expressly withheld or denied its consent, Licensor may, at any time before the date that is twelve (12) months after its receipt of notice or its first becoming aware of such Change of Control to which it has not provided consent, terminate this Agreement effective on delivery to Licensee of written notice of such termination, subject to Section 7.2.

6.4 Termination of Product Lines. If a Governmental Entity mandates a ban or mandatory Class I recall of the same or substantially the same Licensed Products for product safety or quality issues more than two (2) times, then Licensor may, following written notice to Licensee, partially terminate the license as granted under Section 2.2(b) with immediate effect with respect to the Licensed Products that are the subject of such recalls or bans.

6.5 Termination for Material Breach. If either Party commits any Terminable Breach and fails to cure such Terminable Breach to the non-breaching Party's reasonable satisfaction within a period of thirty (30) days after receipt of written notice specifying the nature of the breach, the Parties agree to negotiate in good faith to resolve such dispute prior to seeking alternative relief (except in the event that a continuing breach will cause irreparable harm to the "Honeywell" Trademark, in which case Licensor is free to seek alternative relief other than termination, subject to Section 13.5). Either Party may at any time deliver a written notice to the

other Party that it wishes to refer a dispute regarding this Section 6.5 for discussion between senior executives of the Parties. Following receipt of such notice, each Party shall designate one of its senior executives who must begin negotiation within seven (7) days in good faith to resolve such dispute before the end of sixty (60) days (or such longer period of time as such executives may agree in writing) of receipt of such notice. If at the end of such sixty (60) days (or longer if mutually extended) the designated executives have not fully resolved the dispute to their mutual satisfaction, the complaining Party is free to seek an alternative remedy consistent with the terms of this Agreement and subject to Section 13.5. For the avoidance of doubt, each of the Parties commits to negotiate in good faith in an attempt to avoid termination of the Agreement resulting from a Terminable Breach. If after the expiration of the cure period and the period of negotiation between senior executives (if requested), the breach is ongoing or otherwise continues to cause a material adverse effect on the goodwill associated with the "Honeywell" Trademark, and the defaulting Party has failed or refused to fully remedy the Terminable Breach, this Agreement may be terminated subject to Section 7.2 upon the giving of notice by the terminating Party to the defaulting Party.

(a) As used in this Agreement, "Terminable Breach" shall mean (i) a breaching Party's knowing, intentional, willful or reckless material breach of such Party's material obligations under this Agreement, (ii) where Licensee is the breaching Party, a breach, or series of breaches, of this Agreement that, individually or in the aggregate, results, or would reasonably be expected to result, in a material adverse effect on the goodwill associated with the "Honeywell" Trademark, or (iii) where Licensor is the breaching Party, a breach, or series of breaches, of this Agreement that, individually or in the aggregate, materially and adversely affects the business of the Aerospace Group or the value of the Licensee's rights under this Agreement. For the avoidance of doubt, breaches of procedural or administrative obligations under this Agreement, (for example, a failure to respond to a request within a stated period of time), including under Sections 2.5, 2.7-2.10, 2.14, 3.8, 4.3, 4.4 and 10.4, shall not serve as the basis for claiming that a Terminable Breach has occurred.

ARTICLE 7

CONSEQUENCES OF TERMINATION

7.1 Consequences. Upon the expiration of this Agreement or upon the termination of this Agreement by either Party for whatever reason, subject to Section 7.2, Licensee shall, and shall cause its Subsidiary Sublicensees to, and shall require its Third-Party Sublicensees to:

(a) immediately cease all use of the Licensed Trademarks in any manner whatsoever and not thereafter use any word, expression, design, or symbol as a trademark, trade name, domain name or otherwise which is confusingly similar thereto, or which may constitute a colorable imitation thereof; and

(b) thereafter refrain from indicating or representing that Licensee or any Sublicensee, as applicable, is hereunder a licensee or sublicensee, as applicable, of the Licensed Trademarks.

7.2 Transitional License on Termination or Non-Renewal.

(a) Provided that Licensee has paid all License Fees owed to Licensor through the date of termination or expiration of this Agreement and continues through the transitional period described in this Section 7.2(a) to pay all License Fees (if any) owed until the termination or expiration of such transitional period, then for a period of not more than, as applicable:

(i) one (1) year immediately following termination of this Agreement in accordance with Section 6.3, but only if Licensee has provided Licensor with advance written notice of the applicable Change of Control in accordance with Section 11.1;

(ii) two (2) years immediately following termination of this Agreement in accordance with Section 6.5; or

(iii) if Licensee delivers a notice of non-renewal pursuant to Section 5.1 during a Renewal Term (it being understood that this clause (iii) shall not apply to a notice of non-renewal given during the Initial Term with respect to the potential nine (9)-year Renewal Term immediately following the Initial Term), one (1) year immediately following expiration of this Agreement at the end of the then-current Renewal Term (resulting from Licensee's delivery of a notice of non-renewal pursuant to Section 5.1 with respect to a Renewal Term other than the potential nine (9)-year Renewal Term immediately following the Initial Term),

in each case, unless Licensee elects (and provides Licensor with written notice of its election) not to continue its license during the foregoing transitional period, this Agreement and the licenses granted under Section 2.1 (solely to the extent, and with respect to such Transitional Trademarks for which, the Applicable Transition Period has not expired) and Section 2.2 shall continue on a transitional basis, solely for the purpose of permitting Licensee and its applicable Sublicensees (subject to Section 2.4) to continue to use and display the Licensed Trademarks used by the Aerospace Group as of the date that the applicable notice of termination is received, solely in accordance with the terms otherwise permitted under this Agreement, solely in a manner that is substantially consistent with the manner used in the operation of the Aerospace Business, and solely in connection with Licensed Products Commercialized, during the twelve (12)-month period prior to the start date of the applicable transitional period described in this Section 7.2(a). For the avoidance of doubt, this Section 7.2(a) shall not apply, and shall provide no transitional license, in connection with any termination pursuant to (x) Section 6.3 unless Licensee provided advance written notice of the applicable Change of Control in accordance with Section 11.1, or (y) Sections 6.1 or 6.4.

(b) During the continuation of the transitional period described in Section 7.2(a), Licensee must: (i) unless the Agreement has been terminated by Licensee for Licensor's Terminable Breach pursuant to Section 6.5, continue to pay any amounts (if any) still due under Section 2.11 during such period; (ii) use its reasonable best efforts to cause the Aerospace Group to transition away from its and their uses of the Aerospace Trademarks as promptly as reasonably practicable; (iii) continue to adhere to its obligations under this Agreement, including those set

forth in Article 3; and (iv) without limiting clause (iii) above, in the case of a termination notice delivered by Licensor pursuant to Section 6.5, use its reasonable best efforts to cure and mitigate the effects of Licensee's applicable Terminable Breach.

ARTICLE 8

REMEDIES AND LIMITATIONS OF LIABILITY

8.1 Prevailing Party in Dispute. In the event of a dispute between the Parties, the prevailing party shall be entitled to recover its reasonable costs, expenses and attorneys' fees incurred in connection with enforcing the terms of this Agreement against or preventing misuse of the Licensed Trademarks by the non-prevailing party. A "prevailing party" shall mean a Party who receives all or substantially all of the relief sought by such Party in an adjudication of its claims arising out of or related to this Agreement before a court of Law or other agreed-upon tribunal.

8.2 Good-Faith Resolution. Without limiting any rights or remedies of any Party under this Agreement, the Parties agree to work in good faith to resolve any disputes relating to the use of the Licensed Trademarks.

8.3 Remedies Cumulative. The right of either Party to terminate this Agreement is not an exclusive remedy and either Party shall be entitled alternatively or cumulatively to damages and claims for breach of this Agreement or to any other remedy available under the Laws of the applicable jurisdiction.

8.4 Irreparable Harm. Licensee acknowledges that a breach by it of this Agreement may cause Licensor irreparable damage which cannot be remedied in monetary damages in an action at Law and may also constitute infringement of the Licensed Trademarks. In the event of any breach that could cause irreparable harm to Licensor, or cause some impairment or dilution of its reputation, goodwill or the Licensed Trademarks, Licensor shall be entitled to an immediate injunction to cease or prevent such irreparable harm, without being required to show actual damage or post an injunction bond, in addition to any other legal or equitable remedies available at Law.

8.5 Survival. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Distribution Date and remain in full force and effect in accordance with their applicable terms.

8.6 **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, OR LOST SAVINGS OF ANY KIND (WHETHER DEFINED AS GENERAL, CONSEQUENTIAL, OR ANY OTHER KIND OF DAMAGES), HOWEVER CAUSED. NOR SHALL EITHER PARTY BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR ANY MATERIALS PROVIDED HEREUNDER EVEN IF SUCH**

PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF, OR COULD HAVE FORESEEN, SUCH DAMAGES.

ARTICLE 9

WARRANTIES

9.1 WARRANTY DISCLAIMER BY LICENSOR. EXCEPT AS SET FORTH IN SECTION 9.2 OR ARTICLE 10, ALL OF THE RIGHTS PROVIDED IN THIS AGREEMENT ARE PROVIDED ON AN AS-IS, WHERE-IS BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.

9.2 Mutual Warranties. Each Party represents and warrants to the other Party that (a) it has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to cause members of its Group to perform their obligations hereunder, (b) the execution, delivery and performance of this Agreement by such Party and the consummation by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of such Party and no other corporate proceedings on the part of such Party are necessary to approve this Agreement or to consummate the transactions contemplated hereby and (c) this Agreement has been duly executed and delivered by such Party and, assuming the due authorization, execution and delivery by the other Party, constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

ARTICLE 10

INDEMNIFICATION AND INSURANCE

10.1 Indemnity by Licensor. Licensor shall indemnify, defend and hold harmless Licensee and any Subsidiary Sublicensee from any and all Indemnifiable Losses relating to, arising out of or resulting from any Third Party claims that Licensee's or such Subsidiary Sublicensee's use or display of any Licensed Trademark within the countries and territories identified on **Attachment E(1)** as permitted under this Agreement infringes or otherwise violates the Trademark rights of any Third Party.

(a) As used in this Agreement, "Indemnifiable Loss" and "Indemnifiable Losses" shall mean any and all Damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

10.2 Mutual Indemnity. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its Affiliates, and their respective current, former and future directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing (each, an "Indemnified Party") from and against any and all Indemnifiable Losses to the extent relating to, arising out of or resulting from Third-Party claims against any Indemnified Party (a) resulting from the Indemnifying Party's breach of this Agreement or (b) relating to the products or services of the Indemnifying Party or its Group which products or services are Commercialized following the Distribution Date (it being understood that Indemnifiable Losses with respect to products or services Commercialized prior to the Distribution Date are and will be as set forth in the Separation Agreement) under any name or brand, or company name, that includes or incorporates "Honeywell" or any Aerospace Trademarks; provided that this subsection (b) shall not apply to products or services supplied by the Indemnifying Party or its Group to the Indemnified Party or its Group, whether under an Ancillary Agreement or otherwise, except to the extent such Third-Party claim arose due to a misidentification of the Indemnifying Party or its Group with the Indemnified Party or its Group.

10.3 Indemnity Procedures. The procedures set forth in Section 6.4 of the Separation Agreement shall apply to the indemnification obligations of this Agreement, *mutatis mutandis*. Each Party will use reasonable efforts to mitigate any Indemnifiable Losses in respect of which it claims indemnification under this Agreement. The Indemnifying Party will address claims for which it provides indemnification under this Agreement professionally and in a manner that does not tarnish the Licensed Trademarks or negatively affect the Indemnified Party.

10.4 Insurance. While this Agreement is in effect, and for a period of three (3) years after termination or expiration of this Agreement, (i) each Party shall, and shall cause each member of its Group to, maintain comprehensive general liability and product liability insurance in an amount no less than $5 million ($5,000,000) combined single limit, with a deductible that is reasonably standard for the business, for each single occurrence for bodily injury or for property damage and (ii) Aerospace shall maintain aviation product liability insurance in an amount no less than $25 million ($25,000,000) combined single limit, with a deductible that is reasonably standard for the business, for each single occurrence for bodily injury or for property damage. In addition:

(a) Each Party shall, and shall cause each member of its Group to, have the other Party, its partners, partnerships, joint ventures, parents, Subsidiaries (including Subsidiaries of Aerospace), and affiliated companies and their respective employees, officers and agents listed as additional insured parties therein in its insurance policies, except workers' compensation insurance.

(b) Promptly upon request, the Party receiving the request shall furnish written certificates establishing that said insurance has been procured and is being properly maintained and that the premiums therefor are paid, and specifying the names of the insurers and the respective policy numbers and expiration dates.

(c) Members of a Party's Finance, Licensing and Legal departments may examine true and actual copies of the policies of the other Party entered into hereunder. Insurance carriers providing coverage are to be AM Best "A" rated.

(d) Each policy shall provide that thirty (30) days' prior written notice shall be given to the other Party in the event of cancellation or material change of insurance coverage or endorsements required hereunder.

ARTICLE 11

ASSIGNMENT, CHANGE OF CONTROL AND DIVESTMENT

11.1 Assignment by or Change of Control of Licensee. This Agreement and the rights granted to Licensee hereunder are personal to Licensee and may not be assigned or transferred, by operation of Law or otherwise, nor may Licensee delegate its obligations hereunder, except (a) to any other member of the Aerospace Group in connection with a commercially desirable or necessary purpose described by Licensee with advance written notice to Licensor; provided that each member of the Aerospace Group will remain jointly and severally liable for all payments and obligations required herein including the obligation to pay the License Fees hereunder or (b) with the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed and shall not be conditioned on additional payment, to any Person; provided that it will not be unreasonable for Licensor to withhold consent if the assignee or acquiror competes with any line of Licensor's business or poses material reputational harm to the Licensed Trademarks in Licensor's reasonable opinion; provided, further, that such Person shall upon such assignment or transfer become jointly and severally liable for the payment of the License Fees hereunder. Licensee shall provide Licensor prior written notice at least thirty (30) days in advance of any such assignment or transfer to a Third Party, or any Change of Control in favor of a Third Party, and, if such notice is not provided in such a timely manner, Licensor shall have no obligation to provide a transitional license pursuant to Section 7.2 if Licensor terminates this Agreement pursuant to Section 6.3 in connection with such assignment, transfer or Change of Control.

11.2 Transitional License for Divested Entities.

(a) In the event Licensee, Aerospace or any member of the Aerospace Group divests: (i) a Subsidiary Sublicensee, (ii) a line of business of Licensee, Aerospace or a Subsidiary Sublicensee; or (iii) LPL Assets, and such divestiture involves the use or display of the Licensed Trademarks pursuant to this Agreement (whether by merger, sale of assets or ownership interests, exclusive license of all of Aerospace's rights, or other corporate transactions) (such divested Subsidiary Sublicensee, divested line of business or LPL Assets, a "Divested Entity"), Licensor shall, upon Licensee's written notice to Licensor (which notice shall identify each Divested Entity and provide reasonable details regarding such divestment), grant to such Divested Entity (or, where the Divested Entity is not a Person, to its acquiror) a transitional license solely for the purpose of permitting the Divested Entity to continue to use and display for a period of twenty-four (24) months the Licensed Trademarks used by the Aerospace Group as of the date that the Divested Entity is divested from the Aerospace Group, solely in accordance with the terms otherwise permitted under this Agreement, solely in a manner that is

substantially consistent with the manner used in the operations of the Divested Entity during the twenty-four (24)-month period prior to the date that the applicable divestiture occurs. The duration of the foregoing license to a Divested Entity (or, where the Divested Entity is not a Person, to its acquiror) may be extended for an additional twelve (12) months if (x) at least one (1) month prior to the end of the licensed period, the Aerospace Group and the Divested Entity (or, where the Divested Entity is not a Person, its acquiror) certify that each has used commercially reasonable efforts to transition away from the use of any Licensed Trademarks within the licensed period, and (y) the Aerospace Group and the Divested Entity (1) certify in the preceding notice that the additional period is reasonably necessary to permit the Divested Entity to continue to operate through the divestiture and (2) provide reasonable details about the required use of the Licensed Trademarks. Licensor shall not unreasonably deny, delay, or condition approval of an extension request pursuant to this Section 11.2(a). Notwithstanding any such divestment, Licensee shall remain liable for paying the License Fees due hereunder and, if Licensee does not pay any License Fees owed by Licensee, each Divested Entity, except for an acquiror that is solely acquiring LPL Assets, shall be jointly and severally liable for the payment of such License Fees.

(b) During the continuation of the transitional period described in Section 11.2(a), the license granted to the Divested Entity in accordance with this Agreement shall be conditioned on the Divested Entity: (i) using its reasonable best efforts to transition away from its continued use of the Aerospace Trademarks within a reasonably prompt period but in no event longer than the period permitted under Section 11.2(a); and (ii) entering into a written, signed agreement with Licensor subjecting such Divested Entity to quality control obligations and other terms and conditions at least as strict as those set forth herein, including an obligation for such Divested Entity, except for an acquiror that is solely acquiring LPL Assets, to be jointly and severally liable for the payment of the License Fees.

(c) For the avoidance of doubt, the divestiture of a Divested Entity shall not reduce the License Fees or affect Licensee's obligation to pay the License Fees. If Licensee does not pay any License Fees owed by Licensee, each Divested Entity, except for an acquiror that is solely acquiring LPL Assets, shall be jointly and severally liable for the payment of such License Fees.

11.3 Assignment by Licensor. This Agreement and the rights granted to Licensor hereunder shall be fully assignable or transferable by Licensor without Licensee's consent to another entity; provided that any such assignment will be subject to and shall not terminate this Agreement or any of the rights granted herein to Licensee. Following any Change of Control of or assignment by Licensor, the assignee or successor will be deemed to be "Licensor" for all of the provisions of this Agreement applicable to the Licensed Trademarks assigned or transferred to such assignee or successor. For the avoidance of doubt, any transfer of any Licensed Trademarks shall be made subject to, and shall not terminate, the licenses and rights granted under this Agreement with respect to such transferred Licensed Trademarks.

11.4 No Non-Permitted Assignment. Any attempted assignment or transfer in violation of this Article 11 shall be null, void and of no effect.

ARTICLE 12

UNDERSTANDINGS IN THE EVENT OF BANKRUPTCY

12.1 Licensee's Bankruptcy. In the event that Licensee seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against Licensee, while the Agreement is active, Licensee acknowledges and agrees that:

(a) for purposes of 11 U.S.C. Sections 365(c)(1), 365(e)(2)(A)(i) and 365(e)(2)(A)(ii), the term "applicable law" is federal trademark Law (i.e., the Lanham Act (15 U.S.C. Section 1051, *et seq.*)), and Licensee's right to use the Licensed Trademarks is personal to Licensee and is not assumable or assignable without Licensor's consent;

(b) notwithstanding anything set forth herein to the contrary, Licensor does not consent to Licensee's continued use of the Licensed Trademarks, Licensee's exercise of any rights provided in this Agreement or Licensee's assignment or assumption (including assumption and assignment) of the Agreement;

(c) Licensee will not oppose any motion by Licensor for relief from the automatic stay of 11 U.S.C. Section 362(a) so that Licensor may terminate this Agreement, for cause; it is further agreed and acknowledged that "cause" includes Licensee's inability to assume or assign the Agreement; and

(d) Licensee will not oppose any motion, including on shortened notice, by Licensor to compel rejection of this Agreement under 11 U.S.C. Section 365(d).

12.2 Licensor's Bankruptcy. All rights and licenses granted to Licensee hereunder are, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of intellectual property within the scope of Section 101 of the United States Bankruptcy Code. Licensor acknowledges that Licensee, as licensee of such intellectual property hereunder, will retain and continue to fully exercise all of its rights and elections under the United States Bankruptcy Code. In the event that Licensor seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against Licensor, while the Agreement is active, Licensor acknowledges and agrees that any rejection or attempted rejection of this Agreement under 11 U.S.C. Section 365(d) will constitute a breach of this Agreement, but will not have the effect of terminating any of Licensee's rights as granted hereunder, including any of Licensee's exclusive rights.

ARTICLE 13

MISCELLANEOUS

13.1 Separation Agreement. The Parties agree that, in the event of a conflict between the terms of this Agreement and the Separation Agreement with respect to the subject matter hereof, the terms of this Agreement shall govern.

13.2 Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any Third Party as creating a relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of any Party or any of such Party's Affiliates, shall be deemed to create any relationship between the Parties or their respective Affiliates, other than the relationship set forth herein. Each Party shall act under this Agreement solely as an independent contractor and not as an agent or employee of any other Party or any of such Party's Affiliates.

13.3 Press Releases. Except as permitted in the Separation Agreement or any Ancillary Agreement, neither Party will make any public statement or other announcement (including issuing a press release) relating to this Agreement or the relationship between the Parties, including the termination of this Agreement, without the prior written approval of the other Party. Any joint announcement or press release shall be issued only after both Parties agree in writing to the timing and wording of the announcement or press release.

13.4 Counterparts; Entire Agreement.

(a) This Agreement may be executed and delivered (including by means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

(b) This Agreement, the Separation Agreement, the other Ancillary Agreements as defined in the Separation Agreement and the Exhibits, Schedules and Attachments hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. No Party is relying on any representations or warranties in connection with its entry into this Agreement, and no Party shall be entitled to rescind this Agreement or any of its obligations hereunder on the basis of any actual or alleged failure of any Party's representations or warranties, or any previous agreements, negotiations, discussions, writings, understandings, commitments or conversations. Section 2.12 of the Separation Agreement shall apply to this Agreement, *mutatis mutandis*.

13.5 Governing Law; Disputes. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of Laws principles thereof. Any Disputes arising out of or relating to this Agreement shall be addressed in accordance with Section 8.1 of the Separation Agreement (except for Disputes subject to the provisions of Section 6.5, which shall be addressed in accordance with Section 6.5 and, if not fully resolved by the dispute resolution procedure set forth therein, shall be addressed by the provisions governing arbitration in Section 8.1(c) of the Separation Agreement and by Section 8.1(d) of the Separation Agreement); provided that Licensor shall be

permitted to seek an injunction by bringing an Action if, in its reasonable judgment and after good faith discussion with Licensee, such injunction is necessary to protect the goodwill associated with the "Honeywell" Trademark or any Licensed Trademarks, and the Parties hereto consent and submit to the jurisdiction of any federal court in the State of Delaware or, where such court does not have jurisdiction, such other court which does have jurisdiction.

13.6 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.6.

13.7 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the affected Party shall have the right to specific performance and injunctive or other equitable relief of its rights under this Agreement, in addition to any and all other rights and remedies at Law or in equity, and all such rights and remedies shall be cumulative. The other Party shall not oppose the granting of such relief on the basis that money damages are an adequate remedy. The Parties agree that the remedies at Law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any Action for specific performance that a remedy at Law would be adequate is waived. Any requirements for the securing or posting of any bond with such remedy are waived.

13.8 No Right of Set-Off. Neither Party shall have the right to set off any money owed by one to the other with respect to obligations within this Agreement.

13.9 Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, cause of Action or other right in excess of those existing without reference to this Agreement.

13.10 Notices. All notices or other communications under this Agreement shall be in writing and shall be provided in the manner set forth in the Separation Agreement. The record address of Licensor is:

Honeywell International Inc.
855 S. Mint Street

Charlotte, NC 28203
Attention: Vice President and General Counsel
Email: [***]

with copies to:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28203
Attention: Trademark Counsel
Email: [***]

The record address for Licensee (which shall receive every notice required or contemplated by this Agreement on its own behalf and on behalf of each other member of the Aerospace Group) for this purpose is:

Honeywell Aerospace Inc.
1944 E. Sky Harbor Cir. N.
Phoenix, AZ 85034
Attention: Senior Vice President, General Counsel
Email: [***]

with copies to:

Honeywell Aerospace Inc.
1944 E. Sky Harbor Cir. N.
Phoenix, AZ 85034
Attention: Trademark Counsel
Email: [***]

Either Party may, at any time, substitute for its previous record address any other address by giving written notice of the substitution.

13.11 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

13.12 Headings. The Article, Section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13.13 Waivers of Default. No failure or delay of any Party in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by any Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

13.14 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by any Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

13.15 Mutual Drafting. This Agreement shall be deemed to be the joint work product of the Parties and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective officers thereunto duly authorized.

Honeywell Aerospace IP Holdings Inc.

By: /s/ James Currier

Name: James Currier

Title: President

Honeywell Aerospace Inc.

By: /s/ Samuel Logan

Name: Samuel Logan

Title: Assistant Secretary

Honeywell International Inc.

By: /s/ Jake Wasserman

Name: Jake Wasserman

Title: Assistant Secretary

2026 STOCK INCENTIVE PLAN
OF
HONEYWELL AEROSPACE INC.
AND ITS AFFILIATES

ARTICLE I
ESTABLISHMENT AND PURPOSE

1.1 ***Purpose***. The purpose of this 2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates (the "***Plan***") is to enable the Company to achieve superior financial performance, as reflected in the performance of its Common Stock and other key financial or operating indicators by (a) providing incentives and rewards to certain Employees and Other Service Providers who are in a position to contribute materially to the success and long-term objectives of the Company, (b) aiding in the recruitment and retention of Employees and Other Service Providers of exceptional ability, (c) providing Employees and Other Service Providers an opportunity to acquire or expand equity interests in the Company, and (d) promoting the growth and success of the Company's business by aligning the financial interests of Employees and Other Service Providers with that of the other shareowners of the Company. Towards these objectives, the Plan provides for the grant of Stock Options, Stock Appreciation Rights, Performance Awards, Restricted Stock Units, Restricted Stock, Other Stock-Based Awards, Cash-Based Awards, Adjusted Awards or any combination of the foregoing.

1.2 ***Effective Date; Shareowner Approval***. The Plan is effective as of the effective date of the Company's Registration Statement on Form 10 filed with the Securities and Exchange Commission in connection with the Spin-Off (the "***Effective Date***"), provided, that the Plan shall have been adopted by the Board and approved by the Company's sole shareowner.

ARTICLE II
DEFINITIONS

For purposes of the Plan, the following terms have the following meanings:

2.1 "***1933 Act***" means the Securities Act of 1933, as amended.

2.2 "***Affiliate***" means (a) any subsidiary of the Company of which at least 50 percent of the aggregate outstanding voting common stock or capital stock is owned directly or indirectly by the Company, (b) any other parent of a subsidiary described in clause (a), or (c) any other entity in which the Company has a substantial ownership interest and which has been designated as an Affiliate by the Committee in its sole discretion.

2.3 "***Award***" means any form of incentive or performance award granted under the Plan, whether singly or in combination, to a Participant by the Committee pursuant to any terms and conditions that the Committee may establish and set forth in the applicable Award Agreement. Awards granted under the Plan may consist of: (a) "***Stock Options***" awarded pursuant to Section 4.3; (b) "***Stock Appreciation Rights***" awarded pursuant to Section 4.3; (c) "***Performance Awards***" awarded pursuant to Section 4.4; (d) "***Restricted Stock Units***" awarded pursuant to Section 4.5; (e) "***Restricted Stock***" awarded pursuant to Section 4.5; (f) "***Other Stock-Based Awards***" awarded pursuant to Section 4.6; and (g) "***Adjusted Awards***" pursuant to Section 4.7.

2.4 "***Award Agreement***" means the document issued, either in writing or an electronic medium, to a Participant evidencing the grant of an Award and that sets out the terms and conditions of such Award.

2.5 "***Board***" means the Board of Directors of the Company.

2.6 "***Cash-Based Award***" means a Performance Award other than a Stock Option, Stock Appreciation Right, Restricted Stock Units, Restricted Stock, Other Stock-Based Award, or Performance Plan Unit.

2.7 "***Cause***" has the meaning assigned to such term in any written individual agreement with, or severance plan of, the Company or an Affiliate, in each case, that is applicable to the Participant, as of immediately prior to the Termination of Service; provided, that if no such agreement or plan exists, or if such term is not defined in such agreement or plan, "Cause" means any of the following: (i) clear evidence of a significant violation of the Company's Code of Business Conduct; (ii) a fraud committed against the Company; (iii) the misappropriation, embezzlement or reckless or willful destruction of Company property; (iv) the willful failure to perform, or gross negligence in the performance of, duties; (v) the conviction (treating a nolo contendere plea as a conviction) of a felony (whether or not any right to appeal has been or may be exercised); (vi) the knowing falsification of any records or documents of the Company; (vii) a significant breach of any statutory or common law duty of loyalty to the Company; (viii) intentional and improper conduct significantly prejudicial to the business of the Company; (ix) the failure to cooperate fully in a Company investigation or the failure to be fully truthful when providing evidence or testimony in such investigation; or (x) the violation of Company rules and policies that, based on a single occurrence, might not meet the significance thresholds of (i), (vii) or (viii) above, but that shall, for purposes of such significance thresholds, be deemed to constitute a violation thereof in the event any such violation occurs more than once. Cause shall be determined by the Committee for Reporting Persons or by the Company for all other Participants, in its sole and absolute discretion.

2.8 "***Change in Control***" means (a) any one person, or more than one person acting as a group (as defined under U.S. Department of Treasury Regulation ("***Treasury Regulation***") § 1.409A-3(i)(5)(v)(B)) acquires ownership of stock of the Company that, together with stock held by such person or group, constitutes more than 50 percent of the total fair market value or total voting power of the stock of the Company; or (b) any one person, or more than one person acting as a group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 30 percent or more of the total voting power of the stock of the Company; or (c) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election; or (d) any one person, or more than one person acting as a group (as defined in Treasury Regulation § 1.409A-3(i)(5)(v)(B)) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company and its subsidiaries on a consolidated basis that have a total gross fair market value equal to or more than 40 percent of the total gross fair market value of all of the assets of the Company and its subsidiaries on a consolidated basis immediately before such acquisition or acquisitions. For purposes of clause (d), "gross fair market value" means the value of the assets of the Company and its subsidiaries on a consolidated basis, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. The foregoing clauses (a) through (d) shall be interpreted in a manner that is consistent with the Treasury Regulations promulgated pursuant to Section 409A of the Code so that all, and only, such transactions or events that could qualify as a "change in control event" within the meaning of Treasury Regulation § 1.409A-3(i)(5)(i) shall be deemed to be a Change in Control for purposes of this Plan.

2.9 "***Code***" means the Internal Revenue Code of 1986, as amended.

2.10 "***Committee***" means the compensation committee of the Board or any successor committee or subcommittee of the Board or other committee or subcommittee designated by the Board, which committee or subcommittee is comprised solely of two or more persons who are Non-Employee Directors within the meaning of Rule 16b-3(b)(3) under the Exchange Act.

2.11 "***Common Stock***" means the common stock of the Company.

2.12 "***Company***" means Honeywell Aerospace Inc. and its successors

2.13 "***Disabled***" and "***Disability***", with respect to a Participant, have the meanings assigned to such terms under the long-term disability plan maintained by the Company or an Affiliate in which such Participant is covered at the time the determination is made, and if there

is no such plan, mean the permanent inability as a result of accident or sickness to perform any and every duty pertaining to such Participant's occupation or employment for which the Participant is suited by reason of the Participant's previous training, education and experience; provided, that, to the extent an Award subject to Section 409A of the Code shall become payable upon a Participant's Disability, a Disability shall not be deemed to have occurred for such purposes unless the circumstances would also result in a "disability" within the meaning of Section 409A of the Code.

2.14 "***Dividend Equivalent***" means an amount equal to the cash dividend or the Fair Market Value of the stock dividend that would be paid on each Share underlying an Award if the Share were duly issued and outstanding on the date on which the dividend is payable.

2.15 "***Employee***" means any individual who performs services as an employee of the Company or an Affiliate. ***"Employee"*** does not include any leased employees.

2.16 "***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

2.17 "***Exercise Price***" means the price of a Share, as fixed by the Committee, that may be purchased under a Stock Option or with respect to which the amount of any payment pursuant to a Stock Appreciation Right is determined.

2.18 "***Fair Market Value***" means the average (mean) of the highest and lowest sales prices of a Share, as reported on the Nasdaq Stock Market LLC (or any other reporting system selected by the Committee, in its sole discretion) on the date as of which the determination is being made or, if no sale of Shares is reported on this date, on the most recent preceding day on which there were sales of Shares reported.

2.19 "***GAAP***" means U.S. generally accepted accounting principles.

2.20 "***Good Reason***" has the meaning assigned to such term in any written individual agreement between the Company and the Participant in which such term is defined and in effect at the Participant's Termination of Service, and in the absence of any such written agreement, has the meaning assigned to such term in the any severance plan of the Company or an Affiliate, in each case, that is applicable to such Participant.

2.21 "***Honeywell***" means Honeywell International Inc., a Delaware corporation.

2.22 "***Honeywell Awards***" shall have the meaning set forth in Section 4.7 of the Plan.

2.23 "***Incentive Stock Option***" means a Stock Option granted under Section 4.3 of the Plan that meets the requirements of Section 422 of the Code and any related regulations and is designated in the Award Agreement to be an Incentive Stock Option.

2.24 "***Minimum Vesting Condition***" means with respect to any Award, a condition that full vesting of (or lapsing of restrictions on) such Award does not occur until at least the first (1st) anniversary of the grant date.

2.25 "***Non-Employee Director***" means any member of the Board, elected or appointed, who is not an Employee of the Company or an Affiliate. An individual who is elected to the Board at an annual meeting of the shareowners of the Company shall be deemed to be a member of the Board as of the date of the meeting.

2.26 "***Nonqualified Stock Option***" means any Stock Option granted under Section 4.3 of the Plan that is not an Incentive Stock Option.

2.27 "***Other Service Provider***" means an individual providing services to the Company as an independent contractor or consultant and who is not an Employee.

2.28 "***Other Stock-Based Award***" means an Award granted under Section 4.6 and denominated in Shares.

2.29 "***Participant***" means an Employee or Other Service Provider who has been granted an Award under the Plan.

2.30 "***Performance Award***" means an Award granted under Section 4.4 of the Plan, the payment of which is conditioned on the attainment of one or more Performance Measures.

2.31 "***Performance Cycle***" means, with respect to any Award that vests or is earned based on Performance Measures, a period (or periods) of at least one year, unless otherwise specified by the Committee, over which the level of attainment of performance of a Performance Measure shall be determined.

2.32 "***Performance Measure***" means, with respect to any Performance Award, the business criteria selected by the Committee to measure the level of performance of the Company and/or a business unit, segment, division, or subsidiary of the Company or an Affiliate during the Performance Cycle. The Committee may select as the Performance Measure for a Performance Cycle any one or combination of the following measures, separately or in relation to each other, or relative to a selected comparator group, as interpreted by the Committee, which (to the extent applicable) shall be determined in accordance with GAAP: (a) Sales (or any component of sales); (b) Operating income; (c) Net income; (d) Earnings per Share (or Proforma EPS); (e) Return on equity; (f) Cash flow (including operating cash flow, free cash flow, cash flow yield and/or cash flow conversion); (g) Cash flow per Share; (h) Return on invested capital; (i) Return on investments (or ROI expansion); (j) Return on assets; (k) Economic value added (or an equivalent metric, as determined by the Committee); (l) Share price; (m) Total shareowner

return; (n) Cost and expense reduction; (o) Working capital (or working capital turns or days); (p) Segment operating margin (or segment margin expansion); (q) Segment operating income; or (r) any other measure determined by the Committee.

Performance Measures may be defined and measured before or after taking into consideration taxes, interest, depreciation, amortization, pension-related expense or income, and/or any pension mark to market adjustment, the determination of which shall be at the discretion of the Committee.

In determining attainment of a Performance Measure, the Committee may exclude unusual or infrequently occurring items, extraordinary items and the cumulative effect of changes in accounting treatment and may determine to exclude other items, such as changes in foreign currency exchange rates, the impact of acquisitions or divestitures, discontinued operations, and charges for restructurings (employee severance liabilities, asset impairment costs, and exit costs), each determined in accordance with GAAP (to the extent applicable) and as identified in the financial statements, notes to the financial statements, or discussion and analysis of management.

2.33 "***Performance Plan Unit***" means a Performance Award denominated in Units.

2.34 "***Potential Change in Control Period***" is deemed to commence at the time of the earliest of the following events to occur: (a) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control or otherwise result in an acceleration of the vesting of the Awards (except by virtue of the Participant's death or Disability); (b) the Company or any person or group publicly announces an intention to take or to consider taking actions that, if consummated, would constitute a Change in Control or otherwise result in an acceleration of the vesting of the Awards (except by virtue of the Participant's death or Disability); (c) any person or group (other than the Company, any subsidiary of the Company, or any savings, pension or other benefit plan for the benefit of employees of the Company or its subsidiaries) becomes the beneficial owner, directly or indirectly, of securities of the Company representing 15 percent or more of either the then outstanding Shares or the combined voting power of the Company's then outstanding securities (not including in the securities beneficially owned by such person or group any securities acquired directly from the Company or its Affiliates); or (d) the Board adopts a resolution to the effect that, for purposes of the Plan, a Potential Change in Control Period has commenced. The Potential Change in Control Period is deemed to continue until the adoption by the Board of a resolution stating that, for purposes of the Plan, the Potential Change in Control Period has expired.

2.35 "***Reporting Person***" means an Employee who is subject to the reporting requirements of Section 16(a) the Exchange Act.

2.36 "***Restricted Stock***" means Shares issued pursuant to Section 4.5 that are subject to any restrictions that the Committee, in its discretion, may impose.

2.37 "***Restricted Stock Unit***" means a Unit granted under Section 4.5 to acquire Shares or an equivalent amount in cash, which Unit is subject to any restrictions that the Committee, in its discretion, may impose.

2.38 "***Share***" means a share of Common Stock.

2.39 "***Spin-Off***" means the distribution of Shares to the shareholders of Honeywell in 2026 pursuant to the Separation and Distribution Agreement by and between Honeywell and the Company, entered into in connection with such distribution.

2.40 "***Stock Appreciation Right***" means a right granted under Section 4.3 to an amount in cash or Shares equal to any increase in the Fair Market Value of the Shares between the date on which the Stock Appreciation Right is granted and the date on which the right is exercised.

2.41 "***Stock Option***" means a right granted under Section 4.3 to purchase from the Company a stated number of Shares at a specified price that is equal to or greater than the Fair Market Value of a Share on the date of grant, subject to adjustment as provided in Section 5.4. Stock Options awarded under the Plan may be in the form of Incentive Stock Options or Nonqualified Stock Options.

2.42 "***Target Amount***" means the amount of Performance Plan Units or the amount of cash in respect of a Cash-Based Award that shall be paid if the Performance Measure is met at the 100% level, as determined by the Committee.

2.43 "***Target Vesting Percentage***" means the percentage of Performance Awards that shall vest or become exercisable if the Performance Measure is met at the 100% level, as determined by the Committee.

2.44 "***Termination of Service***" means the date of cessation of a Participant's provision of services to the Company and its Affiliates for any reason, with or without Cause, as determined by the Company. Except as otherwise provided in an Award Agreement, (a) termination of service shall be determined without regard to any statutory or contractual notice periods for termination of employment, dismissal, redundancy, and similar events, and (b) if an Employee's employment is terminated under circumstances that entitle the Employee to severance benefits pursuant to any applicable severance plan of the Company or an Affiliate in

which the Employee participates, the Employee's employment relationship with the Company and its Affiliates shall cease on the day prior to the date that severance benefits become payable under the terms of the applicable severance plan without regard to any delay in payment required by Section 409A of the Code. Notwithstanding the foregoing, (x) if an Affiliate ceases to be an Affiliate while an Award granted to a Participant who provides services to such Affiliate is outstanding, the Committee may, in its discretion, deem such Participant to have a Termination of Service on the date the Affiliate ceases to be an Affiliate or on a later date specified by the Committee; (y) the Committee shall make any determination described in clause (x) before or not more than a reasonable period after the date the Affiliate ceases to be an Affiliate; and (z) each such Participant's Termination of Service shall be treated as an involuntary termination not for Cause. For purposes of clarification, any nonqualified deferred compensation (within the meaning of Section 409A of the Code) payable to the Participant upon a Termination of Service pursuant to the terms and conditions of this Plan shall be paid to the Participant upon a "separation from service", as determined in accordance with Section 409A of the Code.

2.45 "***Unit***" means, for purposes of Performance Plan Units, the potential right to an Award equal to US$100 (or such amount of other monetary currency as the Committee shall determine) and, for purposes of Restricted Stock Units, the potential right to acquire one Share.

ARTICLE III
ADMINISTRATION

3.1 ***The Committee***. The Plan shall be administered by the Committee.

3.2 ***Authority of the Committee***. The Committee shall have authority, in its sole and absolute discretion and subject to the terms of the Plan, to (a) interpret the Plan; (b) prescribe the rules and regulations that it deems necessary for the proper operation and administration of the Plan, and amend or rescind any existing rules or regulations relating to the Plan; (c) select Employees and Other Service Providers to receive Awards under the Plan; (d) determine the form of Awards, the number of Shares subject to each Award, all the terms and conditions of an Award including, without limitation, the conditions on exercise or vesting, the designation of Stock Options as Incentive Stock Options or Nonqualified Stock Options and the terms of Award Agreements; (e) determine whether Awards shall be granted singly, in combination or in tandem; (f) establish and administer Performance Measures in connection with Performance Awards, and certify the level of performance attained with respect to Performance Measures; (g) waive or amend any terms, conditions, restrictions or limitations on an Award, except that the prohibition on the repricing of Stock Options and Stock Appreciation Rights, as described in Section 4.3(g), may not be waived; (h) in accordance with Article V, make any adjustments to the Plan (including but not limited to adjustment of the number of Shares available under the Plan or any Award) and any Award granted under the Plan that may be appropriate; (i) provide for the

deferred payment of Awards and the extent to which payment shall be credited with Dividend Equivalents; (j) determine whether Awards may be transferable to family members, a family trust, a family partnership or otherwise; (k) determine whether, to what extent and under what circumstances Awards may be settled in cash, Shares or other property; (l) interpret, administer, reconcile any inconsistency in, correct any default in and/or supply any omission in, the Plan and any instrument or agreement relating to (including any Award Agreement), or Award made under, the Plan; (m) waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate any Award; (n) accelerate the vesting or exercisability of, payment for or lapse of restrictions on, Awards; (o) establish any provisions that the Committee may determine to be necessary in order to implement and administer the Plan in foreign countries; and (p) take any and all other actions it deems necessary or advisable for the proper operation or administration of the Plan.

3.3 ***Effect of Determinations***. All determinations of the Committee shall be final, binding and conclusive on all persons having an interest in the Plan.

3.4 ***Delegation of Authority***. The Committee, in its discretion and consistent with applicable law and regulations, may delegate its authority and duties under the Plan to one or more subcommittees of the Committee or to the Chief Executive Officer of the Company or any other individual or committee as it deems to be advisable, under any conditions and subject to any limitations that the Committee may establish. Only the Committee (or a subset thereof), however, shall have authority to grant and administer Awards to Reporting Persons and any delegate of the Committee.

3.5 ***Employment of Advisors***. The Committee may select and employ attorneys, consultants, accountants and other advisors at the Company's expense (and may determine the compensation thereof), and the Committee, the Company, and the officers and directors of the Company may rely upon the advice, opinions or valuations of the advisors employed.

3.6 ***No Liability***. No member of the Committee, nor any person acting as a delegate of the Committee with respect to the Plan, shall be liable for any losses resulting from any action taken or omitted to be taken, interpretation or construction made in good faith with respect to the Plan or any Award granted under the Plan.

ARTICLE IV
AWARDS

4.1 ***Eligibility***. All Employees, and such Other Service Providers as may be designated by the Committee from time to time, are eligible to receive Awards granted under the Plan, except as otherwise provided in this Article IV. In addition, holders of Adjusted Awards are eligible to participate in the Plan with respect to such Adjusted Awards.

4.2 ***Form of Awards***. Awards shall be in the form determined by the Committee, in its discretion, and shall be evidenced by an Award Agreement. Awards may be granted singly or in combination or in tandem with other Awards.

4.3 ***Stock Options and Stock Appreciation Rights***. The Committee may grant Stock Options and Stock Appreciation Rights under the Plan to those Employees and Other Service Providers whom the Committee may from time to time select, in the amounts and pursuant to the other terms and conditions that the Committee, in its discretion, may determine and set forth in the Award Agreement, subject to the provisions below:

(a) *Form*. Stock Options granted under the Plan shall, at the discretion of the Committee and as set forth in the Award Agreement, be in the form of Incentive Stock Options, Nonqualified Stock Options, or a combination of the two. If an Incentive Stock Option and a Nonqualified Stock Option are granted to the same Participant under the Plan at the same time, the form of each shall be clearly identified, and they shall be deemed to have been granted in separate grants. In no event shall the exercise of one Award affect the right to exercise the other Award. Stock Appreciation Rights may be granted either alone or in connection with concurrently or previously issued Nonqualified Stock Options.

(b) *Exercise Price*. Other than with respect to Stock Options that are assumed, converted or substituted as a result of the acquisition of another company by the Company or an Affiliate or a combination of the Company or an Affiliate with another company, or with respect to the Adjusted Awards, the Committee shall set the Exercise Price of Stock Options or Stock Appreciation Rights granted under the Plan at a price that is equal to or greater than the Fair Market Value of a Share on the date of grant, subject to adjustment as provided in Section 5.4. The Exercise Price of Incentive Stock Options, however, shall be equal to or greater than 110 percent of the Fair Market Value of a Share on the date of grant if the Participant receiving the Stock Options owns stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company or of any subsidiary or parent corporation of the Company, as defined in Section 424 of the Code. The Exercise Price of a Stock Appreciation Right granted in tandem with a Stock Option shall be equal to the Exercise Price of the related Stock Option. The Exercise Price of a Stock Option or Stock Appreciation Right shall be set forth in the Award Agreement.

(c) *Term and Timing of Exercise*. Stock Options and Stock Appreciation Rights shall lapse not later than 10 years after the date of grant, as determined by the Committee at the time of grant. Except as otherwise provided in an Award Agreement or other subsequent agreement between a Participant and the Company or an Affiliate, each

Stock Option or Stock Appreciation Right granted under the Plan shall be exercisable in whole or in part, subject to the following conditions:

(i) The date on which any Award of Stock Options or Stock Appreciation Rights to a Participant may first be exercised shall be set forth in the Award Agreement.

(ii) A Stock Appreciation Right granted in tandem with a Stock Option shall be subject to the same terms and conditions as the related Stock Option and shall be exercisable only to the extent that the related Stock Option is exercisable.

(iii) Stock Options and Stock Appreciation Rights shall vest and remain exercisable as set forth in the applicable Award Agreement.

Stock Options and Stock Appreciation Rights of a deceased Participant may be exercised only by the estate of the Participant or by the person given authority to exercise the Stock Options or Stock Appreciation Rights by the Participant's will or by applicable laws of descent and distribution. If a Stock Option or Stock Appreciation Right is exercised by the executor or administrator of a deceased Participant's estate, or by the person or persons to whom the Stock Option or Stock Appreciation Right has been transferred by the Participant's will or the applicable laws of descent and distribution, the Company shall be under no obligation to deliver Shares or cash until the Company is satisfied that the person exercising the Stock Option or Stock Appreciation Right is the duly appointed executor or administrator of the deceased Participant's estate or the person to whom the Stock Option or Stock Appreciation Right has been transferred by the Participant's will or by applicable laws of descent and distribution.

(d) *Payment of Exercise Price*. The Exercise Price of a Stock Option must be paid in full when the Stock Option is exercised. Stock certificates shall be registered and delivered only upon receipt of payment. Payment of the Exercise Price may be made in cash or by certified check, bank draft, wire transfer, or postal or express money order. No portion of the Exercise Price of a Stock Option may be paid from the proceeds of a loan of cash from the Company to the Participant. In addition, the Committee may also permit payment of all or a portion of the Exercise Price to be made by any other method, provided, that, for Awards to Reporting Persons, permissible methods shall be set forth in the applicable Award Agreement, including:

(i) Delivering a properly executed exercise notice to the Company or its agent, together with irrevocable instructions to a broker to deliver promptly to the Company the amount of sale proceeds with respect to the portion of the Shares

to be acquired having a Fair Market Value on the date of exercise equal to the sum of the applicable portion of the Exercise Price being so paid; or

(ii) Tendering (actually or by attestation) to the Company previously acquired Shares that have been held by the Participant for at least six months, subject to paragraph (d)(v), and that have a Fair Market Value on the day prior to the date of exercise equal to the applicable portion of the Exercise Price being so paid; or

(iii) Instructing the Company to withhold Shares that would otherwise be issued having a Fair Market Value on the date of exercise equal to the applicable portion of the Exercise Price being so paid (provided such withholding has been expressly authorized by the Committee); or

(iv) Any combination of the methods described in paragraphs (i), (ii), and (iii).

(v) The Committee, in consideration of applicable accounting standards, may waive any holding period on Shares required to tender pursuant to paragraph (d)(ii) or prohibit withholding pursuant to paragraph (d)(iii).

(e) *Incentive Stock Options*. Incentive Stock Options granted under the Plan shall be subject to the following additional conditions, limitations, and restrictions:

(i) *Eligibility*. Incentive Stock Options may be granted only to Employees of the Company or an Affiliate that is a subsidiary or parent corporation of the Company, within the meaning of Section 424 of the Code.

(ii) *Timing of Grant*. No Incentive Stock Option shall be granted under the Plan after the 10-year anniversary of the date on which the Plan is adopted by the Board or, if earlier, the date on which the Plan is approved by the Company's shareowners.

(iii) *Amount of Award*. The aggregate Fair Market Value as of the date of grant of the Shares with respect to which the Incentive Stock Options awarded to any Participant first become exercisable during any calendar year may not exceed $100,000. For purposes of this $100,000 limit, the Participant's Incentive Stock Options under this Plan and all other plans maintained by the Company and its Affiliates shall be aggregated. To the extent any Incentive Stock Option would exceed the $100,000 limit, the Incentive Stock Option shall afterwards be treated as a Nonqualified Stock Option for all purposes.

(iv) *Timing of Exercise*. If the Committee exercises its discretion in the Award Agreement to permit an Incentive Stock Option to be exercised by a Participant more than three months after the Participant has ceased being an Employee (or more than 12 months if the Participant is permanently and totally disabled, within the meaning of Section 22(e) of the Code), the Incentive Stock Option shall afterwards be treated as a Nonqualified Stock Option for all purposes. For purposes of this paragraph (e)(iv), an Employee's employment relationship shall be treated as continuing intact while the Employee is on military leave, sick leave, or another approved leave of absence if the period of leave does not exceed 90 days, or a longer period to the extent that the Employee's right to reemployment with the Company or an Affiliate is guaranteed by statute or by contract. Where the period of leave exceeds 90 days and the Employee's right to reemployment is not guaranteed by statute or contract, the employment relationship shall be deemed to have ceased on the 91st day of the leave.

(v) *Transfer Restrictions*. In no event shall the Committee permit an Incentive Stock Option to be transferred by a Participant other than by will or the applicable laws of descent and distribution, and any Incentive Stock Option awarded under this Plan shall be exercisable only by the Participant during the Participant's lifetime.

(f) *Exercise of Stock Appreciation Rights*. Upon exercise, Stock Appreciation Rights may be redeemed for cash or Shares or a combination of cash and Shares, in the discretion of the Committee, and as described in the Award Agreement. Cash payments shall be equal to the excess of the Fair Market Value of a Share on the date of exercise over the Exercise Price for each Share for which a Stock Appreciation Rights was exercised. If the Stock Appreciation Right is redeemed for Shares, the Participant shall receive a number of whole Shares equal to the quotient of the cash payment amount divided by the Fair Market Value of a Share on the date of exercise.

(g) *Certain Prohibitions*. The following terms or actions shall not be permitted with respect to any Award of Stock Options or Stock Appreciation Rights:

(i) *No Repricing*. Except as otherwise provided in Section 5.4, in no event shall the Committee decrease the Exercise Price of a Stock Option or Stock Appreciation Right after the date of grant, or cancel outstanding Stock Options or Stock Appreciation Rights and grant replacement Stock Options or Stock Appreciation Rights with a lower Exercise Price than that of the replaced Stock Options or Stock Appreciation Rights or other Awards, or purchase underwater Stock Options from a Participant for cash or replacement Awards without first

obtaining the approval of the Company's shareowners in a manner that complies with the rules of the Nasdaq Stock Market LLC.

(ii) *No Dividend Equivalents*. The Committee shall not provide for the payment of Dividend Equivalents with respect to Stock Options or Stock Appreciation Rights.

(iii) *No Reload Options*. The Committee shall not grant Stock Options or Stock Appreciation Rights that have reload features under which the exercise of a Stock Option or Stock Appreciation Right by a Participant automatically entitles the Participant to a new Stock Option or Stock Appreciation Right.

(iv) *No Additional Deferral Features*. The Committee shall not grant Stock Options or Stock Appreciation Rights that have "additional deferral features" as described in Section 409A of the Code, thereby subjecting the Stock Option or Stock Appreciation Right to the requirements of Section 409A.

4.4 ***Performance Awards***. The Committee may grant Performance Awards to the Employees or Other Service Providers that the Committee may from time to time select, in the amounts and, subject to Section 7.14, pursuant to the terms and conditions that the Committee may determine and set forth in the Award Agreement, subject to the provisions below:

(a) *Performance Cycles*. Performance Awards shall be awarded in connection with a Performance Cycle determined by the Committee; provided, however, that a Performance Cycle may be no shorter than 12 months.

(b) *Eligible Participants*. Within 90 days after the commencement of a Performance Cycle, the Committee shall determine the Employees who shall be eligible to receive a Performance Award for the Performance Cycle; provided, however, that the Committee may determine the eligibility of any Employee other than a Reporting Person after the expiration of this 90-day period.

(c) *Performance Measures; Targets; Award Criteria*.

(i) The Committee shall fix and establish, in writing (A) the Performance Measures that apply to a Performance Cycle; (B) with respect to Cash-Based Awards, the Target Amount payable to each Participant; (C) with respect to other Performance Awards, the Target Vesting Percentage, or Target Amount payable, for each Participant; and (D) subject to Section 4.4(d), the criteria for computing the amount that shall be paid or shall vest with respect to each level of attained performance. The Committee shall also set forth the

minimum level of performance, based on objective factors, that must be attained during the Performance Cycle before any Performance Award shall be paid or vest, and the percentage of the target Performance Award that shall vest upon attainment of various levels of performance that equal or exceed the minimum required level.

(ii) The Committee may, in its discretion, select Performance Measures that measure the level of performance of the Company and/or a business unit, segment, division, or subsidiary of the Company or an Affiliate during the Performance Cycle. The Committee may select Performance Measures for a Performance Cycle any one or combination of the Performance Measures, separately or in relation to each other, or relative to a selected comparator group, as interpreted by the Committee, which (to the extent applicable) shall be determined in accordance with GAAP.

(iii) The Committee, in its discretion, may, on a case-by-case basis, reduce, but not increase, the amount of Performance Awards payable to any Reporting Person with respect to any given Performance Cycle; provided, however, that no reduction shall result in an increase in the dollar amount or number of Shares payable under any Performance Award of another Reporting Person.

(d) *Payment; Certification*. No Performance Award shall vest with respect to any Reporting Person until the Committee certifies in writing the level of attainment of the applicable Performance Measures for the applicable Performance Cycle. Performance Awards awarded to Participants who are not Reporting Persons shall be based on the Performance Measures and payment formulas that the Committee, in its discretion, may establish for these purposes. These Performance Measures and formulas may be the same as or different than the Performance Measures and formulas that apply to Reporting Persons.

(e) *Form of Payment*. Performance Awards may be paid in cash or whole Shares, or a combination of cash and whole Shares, in the discretion of the Committee, subject to the terms and conditions set forth in the Award Agreement. Payment with respect to any fractional Share shall be determined in accordance with Section 5.5.

4.5 ***Restricted Stock Units and Restricted Stock***. The Committee may grant Restricted Stock Units and Restricted Stock under the Plan to those Employees and Other Service Providers whom the Committee may from time to time select, in the amounts and, with respect to Restricted Stock Units subject to Section 7.14, pursuant to the terms and conditions

that the Committee, in its discretion, may determine and set forth in the Award Agreement, subject to the provisions below:

(a) *Grant of Restricted Stock Units*. The Committee may grant Restricted Stock Units to any Employee or Other Service Provider, which Units are denominated in, payable in, valued, in whole or in part by reference to, or otherwise related to, Shares. The Committee shall determine, in its discretion, the terms and conditions that apply to Restricted Stock Units granted pursuant to this Section 4.5, including whether and how Dividend Equivalents shall be credited with respect to any Award. The terms and conditions of the Restricted Stock Units shall be set forth in the applicable Award Agreement.

(b) *Grant of Restricted Stock*. As soon as practicable after Restricted Stock has been granted, certificates for all Shares of Restricted Stock shall be registered in the name of the Participant and held for the Participant by the Company. The Participant shall have all rights of a shareowner with respect to the Shares, including the right to vote and to receive dividends or other distributions, except that the Shares may be subject to a vesting schedule and forfeiture and, except as otherwise provided in Section 7.1, may not be sold, transferred, assigned, pledged or otherwise encumbered or disposed until the restrictions are satisfied or lapse.

(c) *Dividends and Dividend Equivalents*. At the discretion of the Committee and as described in the Award Agreement, dividends issued on Shares of Restricted Stock may be paid immediately or withheld and deferred in the Participant's account. In the event of a payment of dividends on Common Stock, to the extent permissible under Section 409A of the Code, the Committee may credit Restricted Stock Units with Dividend Equivalents. Except as otherwise described in the Award Agreement or determined by the Committee, Dividend Equivalents may be withheld and deferred in the Participant's account subject to a vesting schedule, or used to credit additional Restricted Stock Units that vest on the same schedule and subject to any other conditions as the underlying Restricted Stock Units. The Committee shall determine any terms and conditions on deferral of Dividend Equivalents.

(d) *Vesting and Forfeiture*. The Committee may, in its discretion and as set forth in the Award Agreement, impose any restrictions on Restricted Stock Units and/or their related Dividend Equivalents or Restricted Stock that it deems to be appropriate. Except as otherwise provided in an Award Agreement. The Committee shall cause a legend referring to the restrictions to be placed on all certificates for Shares of Restricted Stock. When restrictions lapse or are satisfied, a new certificate, without the legend, for

the number of Shares with respect to which restrictions have lapsed or been satisfied shall be issued and delivered to the Participant.

(e) *Redemption of Restricted Stock Units*. Restricted Stock Units may be redeemed for cash or whole Shares, or a combination of cash and whole Shares, in the discretion of the Committee, when the restrictions lapse and any other conditions set forth in the Award Agreement have been satisfied; provided, that with respect to any Restricted Stock Units subject to Section 409A of the Code such redemption shall occur in a manner that complies with Section 409A of the Code. Each Restricted Stock Unit may be redeemed for one Share or an amount in cash equal to the Fair Market Value of a Share as of the date on which the Restricted Stock Unit vests.

(f) *Deferred Units*. Subject to Section 7.14 and to the extent determined by the Committee, Participants may be permitted to request the deferral of payment of vested Restricted Stock Units (including the value of related Dividend Equivalents) to a date later than the payment date specified in the Award Agreement, provided, that any such election be made in accordance with Section 409A of the Code. The Committee shall determine any terms and conditions on deferral.

4.6 ***Other Stock-Based Awards***. The Committee may, from time to time, grant Awards (other than Stock Options, Stock Appreciation Rights, Restricted Stock Units or Restricted Stock) to any Employee or Other Service Provider that consist of, or are denominated in, payable in, valued in whole or in part by reference to, or otherwise related to, Shares. These Awards may include, among other things, phantom or hypothetical Shares. The Committee shall determine, in its discretion and subject to Section 7.14, the terms and conditions that will apply to Other Stock-Based Awards granted pursuant to this Section 4.6, including whether Dividend Equivalents will be credited with respect to any such Awards in the event of a payment of dividends on Common Stock, and whether such Award will be settled in cash or whole Shares, or a combination of cash and whole Shares, when the restrictions lapse and any other conditions set forth in the Award Agreement have been satisfied. The terms and conditions of Other Stock-Based Awards shall be set forth in the applicable Award Agreement.

4.7 ***Adjusted Awards***. The Company is authorized to issue Awards ("Adjusted Awards") in connection with the replacement, assumption and equitable adjustment of equity and equity-based awards granted by Honeywell prior to the Spin-Off (collectively, the "***Honeywell Awards***"). Notwithstanding any other provision of the Plan to the contrary, (i) the number of Shares subject to an Adjusted Award and the exercise price of any Adjusted Award that is a Stock Option shall be determined in accordance with a formula for conversion or adjustment of the corresponding Honeywell Award as set forth in the Employee Matters Agreement by and between Honeywell and the Company entered into in connection with the Spin-Off (the

"***Employee Matters Agreement***"), and (ii) Adjusted Awards shall be subject to the same vesting terms and overall terms that applied to the corresponding Honeywell Awards as of immediately prior to the Separation, in each case except as otherwise provided in the Employee Matters Agreement.

4.8 ***Termination for Cause***. If a Participant incurs a Termination of Service for Cause, then all outstanding Awards shall immediately be canceled, except as otherwise provided in an Award Agreement or subsequent agreement between the Participant and the Company or an Affiliate.

ARTICLE V
SHARES SUBJECT TO THE PLAN; ADJUSTMENTS

5.1 ***Shares Available***. The Shares issuable under the Plan shall be authorized but unissued Shares or Shares held in the Company's treasury. The total number of Shares with respect to which Awards may be issued under the Plan may equal but may not exceed 35 million, subject to adjustment in accordance with Section 5.4; provided, however, that from the aggregate limit:

(a) no more than 35 million Shares may be available for grant in the form of Incentive Stock Options; and

(b) Awards (other than Adjusted Awards) shall be subject to the Minimum Vesting Condition; *provided*, *however*, that the Committee may, in its sole discretion, (i) accelerate the vesting of Awards or otherwise lapse or waive the Minimum Vesting Condition upon (A) the Participant's death or Disability, (b) other Termination of Service, or (C) a Change in Control (subject to the requirements of Section 5.5), (ii) grant Awards that are not subject to the Minimum Vesting Condition with respect to 5% or less of the aggregate number of shares of Common Stock issued under the Plan, as may be adjusted pursuant to Section 5.4 and (iii) grant Awards to Non-Employee Directors that are not subject to the Minimum Vesting Condition.

5.2 ***Counting Rules***. (a) The following Shares related to Awards to be issued under this Plan shall not count against the limits set forth in Section 5.1:

(i) Shares related to Awards paid in cash; and

(ii) Shares related to Awards that expire, are forfeited or canceled or terminate for any other reason without issuance of Shares; and

(iii) Any Shares issued in connection with Awards that are assumed, converted or substituted as a result of the acquisition of another company by the Company or an Affiliate or a combination of the Company or an Affiliate with another company.

(b) For purposes of clarity, Shares that are tendered or withheld in payment of all or part of the Exercise Price of an Award or in satisfaction of withholding tax obligations shall not be reincluded in or added back to the number of Shares available for issuance under the Plan. Upon the settlement of any Stock Appreciation Right issued under the Plan, only the gross number of Shares issued to the Participant or used to determine the settlement value will count against the number of Shares available for issuance under the Plan.

5.3 ***Non-Employee Director Limits***. No Non-Employee Director shall be granted Awards during any calendar year that, when aggregated with such Non-Employee Director's cash fees with respect to such calendar year, exceed $1,000,000 in total value (calculating the value of any such Awards based on the grant date fair value of such Awards for the Company's financial reporting purposes).

5.4 ***Adjustment Upon Certain Changes***.

(a) *Adjustments*. In the event of any change in corporate structure affecting outstanding Shares or the value thereof, including any dividend or distribution (whether in cash, Shares or other property), stock split, reverse stock split, spin-off, recapitalization, merger, reorganization, consolidation, combination or exchange of shares or similar transaction, such adjustments and other substitutions shall be made to the Plan and to outstanding Awards as the Committee, in its sole discretion, deems equitable or appropriate, including such adjustments in (i) the limitations set forth in Section 5.1, including the maximum aggregate number, class and kind of securities that may be delivered under the Plan, and (ii) the number, class, kind and Exercise Price of securities subject to outstanding Awards granted under the Plan (including, if the Committee deems appropriate, the full or partial substitution of similar options to purchase the shares of, or other awards denominated in the shares of, another company).

(b) *Other Changes*. The Committee may make other adjustments in the terms and conditions of Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 5.4(a)) affecting the Company, any Affiliate, or the financial statements of the Company or any Affiliate, or of changes in applicable laws, regulations, or accounting principles, whenever the Committee

determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits to be made available under the Plan.

(c) *Performance Awards*. In the event of any transaction or event described in this Section 5.4, the Committee shall have the power to make equitable adjustments in any Performance Measure and in other terms of any Performance Award, provided that such adjustment is consistent with the requirements of Section 409A of the Code and the regulations thereunder; and provided further that no such adjustment shall be made following the occurrence of a Change in Control to a Performance Award granted to a Participant without the consent of the Participant.

(d) *No Other Rights or Changes*. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger or consolidation of the Company or any other corporation. Except as expressly provided in the Plan, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares or amount of other property subject to, or the terms related to, any Award. Except as expressly provided by this Section 5.4, and without limiting the generality of Section 6.1, no material adverse change may be made to the terms of an Award granted to a Participant as a result of an event described in this Section 5.4 without the consent of the Participant.

5.5 ***Change in Control***.

(a) *Treatment of Awards Generally; Performance Awards*. Without limiting the generality of Section 5.4 and subject to this Section 5.5, the provisions of Section 5.4 shall apply to Awards that remain unvested or unpaid upon a Change in Control, as if such Change in Control constituted an event described therein. Except as otherwise provided in Award Agreements, upon a Change in Control, performance goals underlying Performance Awards with incomplete performance periods shall be deemed achieved at the greater of the target level and the actual level of performance measured as of the latest practicable date prior to the Change in Control (as determined by the Committee), with any service-based vesting conditions continuing to apply unless otherwise determined by the Committee.

(b) *Accelerated Vesting Upon Certain Termination Events*. Except as otherwise provided in Award Agreements, if the service of a Participant with the Company and its Affiliates is terminated involuntarily without Cause or voluntarily by

the Participant for Good Reason during the two-year period following a Change in Control, then all outstanding Awards (including Performance Awards converted into service-based Awards in accordance with Section 5.5(a)) held by such Participant shall become vested and/or exercisable as of the effective date of such termination, whether or not the Awards were otherwise vested and/or exercisable, and all conditions shall be waived with respect to outstanding Awards.

5.6 ***Fractional Shares***. No fractional Shares shall be issued under the Plan, and unless the Committee determines otherwise, an amount in cash equal to the Fair Market Value of any fractional Shares that would otherwise be issuable shall be paid in lieu of such fractional Shares. The Committee may, in its sole discretion, cancel, terminate, otherwise eliminate or transfer or pay other securities or other property in lieu of issuing any fractional Shares.

ARTICLE VI
AMENDMENT AND TERMINATION

6.1 ***Amendment***. The Plan may be amended at any time and from time to time by the Board without the approval of shareowners of the Company, except that no revision to the terms of the Plan shall be effective until the amendment is approved by the shareowners of the Company if such approval is required by the rules of the Nasdaq Stock Market LLC or such amendment materially increases the number of Shares that may be issued under the Plan (other than an increase pursuant to Section 5.4 of the Plan). No amendment of the Plan made without the Participant's written consent may materially adversely affect any right of a Participant with respect to an outstanding Award unless such amendment is necessary to comply with applicable law. The Plan may not be amended in any manner adverse to the interests of Participants during a Potential Change in Control Period or within two years following a Change in Control, unless such amendment is necessary to comply with applicable law.

6.2 ***Termination***. The Plan shall terminate upon the adoption of a resolution of the Board terminating the Plan.

No Awards shall be granted under the Plan after it has terminated. The termination of the Plan, however, shall not alter or impair any of the rights or obligations of any Participant without such Participant's written consent under any Award previously granted under the Plan. After the termination of the Plan, any previously granted Awards shall remain in effect and shall continue to be governed by the terms of the Plan and the applicable Award Agreement.

ARTICLE VII
GENERAL PROVISIONS

7.1 ***Nontransferability of Awards***. No Award under the Plan shall be subject in any manner to alienation, anticipation, sale, assignment, pledge, encumbrance or transfer, and no other persons shall otherwise acquire any rights therein, except as provided below.

(a) Any Award may be transferred by will or by the applicable laws of descent or distribution.

(b) The Committee may provide in the applicable Award Agreement that all or any part of an Award (other than an Incentive Stock Option) may, subject to the prior written consent of the Committee, be transferred to one or more of the following classes of donees: a family member; a trust for the benefit of a family member; a limited partnership whose partners are solely family members; or any other legal entity set up for the benefit of family members. For purposes of this Section 7.1(b), a family member means a Participant and/or the Participant's spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews and grandnieces and grandnephews, including adopted, in-laws and step family members.

(c) Except as otherwise provided in the applicable Award Agreement, any Nonqualified Stock Option or Stock Appreciation Right transferred by a Participant pursuant to Section 7.1(b) may be exercised by the transferee only to the extent that the Award would have been exercisable by the Participant had no transfer occurred. Any transferred Award shall be subject to all of the same terms and conditions as provided in the Plan and in the applicable Award Agreement. The Participant or the Participant's estate shall remain liable for any withholding tax that may be imposed by any federal, state or local tax authority, and the transfer of Shares upon exercise of the Award shall be conditioned on the payment of any withholding tax. The Committee may, in its discretion, disallow all or a part of any transfer of an Award pursuant to Section 7.1(b) unless and until the Participant makes arrangements satisfactory to the Committee for the payment of any withholding tax. The Participant must immediately notify the Committee, in the form and manner required by the Committee, of any proposed transfer of an Award pursuant to Section 7.1(b). No transfer shall be effective until the Committee consents to the transfer in writing.

(d) Unless otherwise restricted by Company policy for Reporting Persons, Restricted Stock may be freely transferred after the restrictions lapse or are satisfied and the Shares are delivered; provided, however, that Restricted Stock awarded to an affiliate of the Company may be transferred only pursuant to Rule 144 under the 1933 Act, or

pursuant to an effective registration for resale under the 1933 Act. For purposes of this Section 7.1(d), "affiliate" shall have the meaning assigned to that term under Rule 144.

(e) In no event may a Participant transfer an Incentive Stock Option other than by will or the applicable laws of descent and distribution.

7.2 ***Withholding of Taxes***.

(a) *Stock Options and Stock Appreciation Rights*. Subject to Section 7.2(d), as a condition to the delivery of Shares pursuant to the exercise of a Stock Option or Stock Appreciation Right, the Committee may require that the Participant, at the time of exercise, pay to the Company by cash, certified check, bank draft, wire transfer or postal or express money order an amount sufficient to satisfy any applicable tax withholding obligations. The Committee may also, in its discretion, accept payment of tax withholding obligations through any of the Exercise Price payment methods described in Section 4.3(d).

(b) *Other Awards Payable in Shares*. Subject to Section 7.2(d), the Company shall satisfy a Participant's tax withholding obligations arising in connection with the release of restrictions on Restricted Stock Units, Restricted Stock, and Other Stock-Based Awards by withholding Shares that would otherwise be available for delivery. The Company may also allow the Participant to satisfy the Participant's tax withholding obligations by payment to the Company in cash or by certified check, bank draft, wire transfer, or postal or express money order.

(c) *Cash Awards*. The Company shall satisfy a Participant's tax withholding obligation arising in connection with the payment of any Award in cash by withholding cash from such payment.

(d) *Withholding Amount*. The Committee, in consideration of applicable accounting standards, has full discretion to either (i) allow Participants to elect, or (ii) otherwise direct as a general rule, to have the Company withhold Shares for taxes at an amount that is not less than the applicable minimum statutory amount and not more than the applicable maximum statutory amount.

7.3 ***Forfeiture Provisions.*** The Committee may, in its discretion, provide in an Award Agreement that an Award granted thereunder shall be canceled if the Participant, without the consent of the Company, while employed by or providing services to the Company or any Affiliate or for a period after Termination of Service, (a) violates a noncompetition, non-solicitation, non-disclosure, confidentiality, or non-disparagement covenant or agreement, (b) otherwise engages in activity that is in conflict with or adverse to the interest of the Company or

any Affiliate, including fraud or conduct contributing to any financial restatements or irregularities, as determined by the Committee in its sole discretion, or (c) to the extent applicable to the Participant, otherwise violates any policy adopted by the Company or any Affiliate relating to the recovery of compensation granted, paid, delivered, awarded or otherwise provided to any Participant by the Company or any Affiliate as such policy is in effect on the date of grant of the applicable Award or, to the extent necessary to address the requirements of applicable law (including Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as codified in Section 10D of the Exchange Act, Section 304 of the Sarbanes-Oxley Act of 2002 or any other applicable law), as may be amended from time to time. The Committee may also provide in an Award Agreement that (i) a Participant will forfeit any gain realized on the vesting or exercise of such Award if the Participant engages in any activity referred to in the preceding sentence, or (ii) a Participant must repay the gain to the Company realized under a previously paid Award if the Participant engages in any activity referred to in the preceding sentence or a financial restatement reduces the amount that would have been earned under such Award. Notwithstanding the foregoing, none of the non-disclosure restrictions in this Section 7.3 or in any Award Agreement shall, or shall be interpreted to, impair the Participant from exercising any legally protected whistleblower rights (including under Rule 21F under the Exchange Act).

7.4 ***Code Section 83(b) Elections***. The Company, the Affiliates, and the Committee have no responsibility for a Participant's election, attempt to elect or failure to elect to include the value of an Award of Restricted Stock or other Award subject to Section 83 of the Code in the Participant's gross income for the year of grant pursuant to Section 83(b) of the Code. Any Participant who makes an election pursuant to Section 83(b) of the Code shall promptly provide the Committee with a copy of the election form.

7.5 ***No Implied Rights***. The establishment and operation of the Plan, including the eligibility of a Participant to participate in the Plan, shall not be construed as conferring any legal or other right upon any Participant for the continuation of service through the end of any vesting period, Performance Cycle, or other applicable period. The Company and the Affiliates expressly reserve the right, which may be exercised at any time and in the Company's or an Affiliate's sole discretion, to discharge any individual or treat him or her without regard to the effect that discharge might have upon him or her as a Participant in the Plan. There is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant and may be made selectively among Participants, whether or not such Participants are similarly situated.

7.6 ***No Obligation to Exercise Awards; No Right to Notice of Expiration Date***. The grant of a Stock Option or Stock Appreciation Right shall impose no obligation upon the

Participant to exercise the Award. The Company, the Affiliates, and the Committee have no obligation to inform a Participant of the date on which a Stock Option or Stock Appreciation Right lapses except in the Award Agreement.

7.7 ***No Rights as Shareowners***. A Participant granted an Award under the Plan shall have no rights as a shareowner of the Company with respect to the Award unless and until certificates for the Shares underlying the Award are registered in the Participant's name and delivered to the Participant. The right of any Participant to receive an Award by virtue of participation in the Plan shall be no greater than the right of any unsecured general creditor of the Company.

7.8 ***Indemnification of Committee***. The Company shall indemnify, to the fullest extent permitted by law, each person made or threatened to be made a party to any civil or criminal action or proceeding by reason of the fact that the person, or the executor or administrator of the person's estate, is or was a member of the Committee or a delegate of the Committee.

7.9 ***No Required Segregation of Assets***. Neither the Company nor any Affiliate shall be required to segregate any assets that may at any time be represented by Awards granted pursuant to the Plan.

7.10 ***Nature of Payments***. All Awards made pursuant to the Plan are in consideration of services for the Company or an Affiliate (or in the case of certain Adjusted Awards, Honeywell). Any gain realized pursuant to Awards under the Plan constitutes a special incentive payment to the Participant and shall not be taken into account as compensation for purposes of any other employee benefit plan of the Company or any Affiliate, except as the employee benefit plan otherwise provides. The adoption of the Plan shall have no effect on Awards made or to be made under any other benefit plan covering an employee of the Company or an Affiliate or any predecessor or successor of the Company or an Affiliate.

7.11 ***Awards in Foreign Countries***. The Committee has the authority to grant Awards to Employees and Other Service Providers who are foreign nationals or employed outside the United States on any different terms and conditions than those specified in the Plan that the Committee, in its discretion, believes to be necessary or desirable to accommodate differences in applicable law, tax policy, or custom, while furthering the purposes of the Plan. The Committee may also approve any supplements to the Plan or alternative versions of the Plan as it believes to be necessary or appropriate for these purposes without altering the terms of the Plan in effect for other Participants; provided, however, that the Committee may not make any supplemental or alternative version that (a) increases limitations contained in Section 4.3(e), (b) increases the number of Shares available under the Plan, as set forth in Section 5.1; (c) causes the Plan to

cease to satisfy any conditions under Rule 16b-3 under the Exchange Act or (d) otherwise contains terms that would require approval by the shareowners of the Company under the rules of the Nasdaq Stock Market LLC.

7.12 ***Securities Matters***.

(a) The Company shall be under no obligation to effect the registration pursuant to the 1933 Act of any Shares to be issued hereunder or to effect similar compliance under any state laws. Notwithstanding anything herein to the contrary, the Company shall not be obligated to cause to be issued or delivered any certificates evidencing Shares pursuant to the Plan unless and until the Company is advised by its counsel that the issuance and delivery of such certificates is in compliance with all applicable laws, regulations of governmental authority and the requirements of any securities exchange on which Shares are traded. The Committee may require, as a condition to the issuance and delivery of certificates evidencing Shares pursuant to the terms hereof, that the recipient of such shares make such covenants, agreements and representations, and that such certificates bear such legends, as the Committee deems necessary or desirable.

(b) The exercise of any Award granted hereunder shall only be effective at such time as counsel to the Company shall have determined that the issuance and delivery of Shares pursuant to such exercise is in compliance with all applicable laws, regulations of governmental authority and the requirements of any securities exchange on which Shares are traded. The Company may, in its sole discretion, defer the effectiveness of an exercise of an Award hereunder or the issuance or transfer of Shares pursuant to any Award pending or to ensure compliance under federal or state securities laws. The Company shall inform the Participant in writing of its decision to defer the effectiveness of the exercise of an Award or the issuance or transfer of Shares pursuant to any Award. During the period that the effectiveness of the exercise of an Award has been deferred, the Participant may, by written notice, withdraw such exercise and obtain the refund of any amount paid with respect thereto.

7.13 ***Governing Law; Severability***. The Plan and all determinations made and actions taken under the Plan shall be governed by the internal substantive laws, and not the choice of law rules, of the State of Delaware and construed accordingly, to the extent not superseded by applicable U.S. federal law. If any provision of the Plan is held unlawful or otherwise invalid or unenforceable in whole or in part, the unlawfulness, invalidity or unenforceability shall not affect any other parts of the Plan, which shall remain in full force and effect.

7.14 ***Section 409A of the Code***. With respect to Awards subject to Section 409A of the Code, this Plan is intended to comply with the requirements of such Section, and the provisions hereof shall be interpreted in a manner that satisfies the requirements of such Section and the related regulations, and the Plan shall be operated accordingly. If any provision of this Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Any reservation of rights or discretion by the Company or the Committee hereunder affecting the timing of payment of any Award subject to Section 409A of the Code shall only be as broad as is permitted by Section 409A of the Code and any regulations thereunder.

7.15 ***Payments to Specified Employees***. Notwithstanding anything herein or in any Award Agreement to the contrary, if a Participant is a "specified employee" (within the meaning of Section 409A(2)(B) of the Code) as of the date of such Participant's separation from service (as determined pursuant to Section 409A of the Code), any Awards subject to Section 409A of the Code payable to such Participant as a result of his or her separation from service, shall be paid on the first business day of the first calendar month that begins after the six-month anniversary of the date of the separation from service, or, if earlier, the date of the Participant's death, to the extent required by Section 409A of the Code.

HONEYWELL AEROSPACE INC.
SEVERANCE PLAN
FOR DESIGNATED OFFICERS

Effective as of
June 29, 2026

GENERAL PROVISIONS

1. Purpose and Scope

The purpose of the Honeywell Aerospace Inc. Severance Plan for Designated Officers (the "Plan") is to provide severance related benefits to select eligible employees of Honeywell Aerospace Inc. ("HAI") and its participating divisions, subsidiaries and affiliates who are employed in a position that is designated as being an officer of HAI by the Board and whose employment relationship is involuntarily terminated at the initiative of the Company for reasons other than Cause and who are thereafter, as a result of such termination, no longer employed by the Company or any successor thereto.

This Plan is intended to be an unfunded "welfare benefit plan" within the meaning of Section 3(1) of ERISA and is being maintained as a "top hat" plan for a select group of management or highly compensated employees.

The terms of this Plan are intended to, and shall be interpreted so as to, comply in all respects with the provisions of Section 409A of the Code, and the regulations and rulings promulgated thereunder (collectively, "Code Section 409A") and, if necessary, any provision of the Plan shall be held null and void to the extent such provision (or any part thereof) fails to comply with Code Section 409A.

This Plan is comprised of Part I--Provisions Prior to a Change in Control, and Part II--Special Provisions That Become Effective Only Upon a Change in Control.

2. Effective Date

The Plan is hereby effective as of June 29, 2026.

PART I
PROVISIONS PRIOR TO A CHANGE IN CONTROL

3. Definitions

As used throughout the Plan unless otherwise clearly or necessarily indicated by context:

(a) **"Annual Base Salary"** means an amount equal to the product of (i) Base Salary, and (ii) twelve (12).

(b) **"Annual Incentive Compensation"** means, except as provided in Section 23(a), an amount equal to the product of the Participant's (i) Incentive Award Target Percentage for the calendar year in which Participant's Covered Termination occurs, and (ii) Annual Base Salary.

(c) **"Base Salary"** means the highest monthly base salary (as reflected on the Company's books and records) payable to a Participant during the thirty-six (36) month period preceding a Covered Termination.

(d) **"Board"** means HAI's Board of Directors.

(e) **"Cause"** means any of the following: (i) clear evidence of a significant violation of the Company's Code of Business Conduct; (ii) the misappropriation, embezzlement or willful destruction of Company property; (iii)(A) the willful failure to perform, (B) gross negligence in the performance of, or (C) intentional misconduct in the performance of, a Participant's duties that results in harm to the business of the Company; (iv) the conviction (treating a nolo contendere plea as a conviction) of a felony (whether or not any right to appeal has been or may be exercised); (v) the failure to cooperate fully in a Company investigation or the failure to be fully truthful when providing evidence or testimony in such investigation; or (vi) clear evidence of the willful falsification of any financial records of the Company that are used in compiling the Company's financial statements or related disclosures, with the intent of violating Generally Accepted Accounting Principles or, if applicable, International Financial Reporting Standards. In the case of a determination under Part I of the Plan, Cause shall be determined by the Chief Executive Officer of the Company, with the concurrence of the Board and with the advice of the Company's functional leaders with expertise in such matters.

(f) **"Change in Control"** is deemed to occur at the time (i) any entity, person or group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)), other than the Company or any savings, pension or other benefit plan maintained for the benefit of the Company's employees, that theretofore beneficially owned less than 50% of the Common Stock then outstanding, acquires ownership of Common Stock which results in such entity, person or group owning 50% or more of the total fair market value or total voting power of the Company's Common Stock; (ii) any entity, person or group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)), other than the Company or any savings, pension or other benefit plan maintained for the benefit of the Company's employees, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of Common Stock possessing 30% or more of the total voting power of the Company's Common Stock; (iii) any one person, or more than one person acting as a group (as defined in Treasury Regulation § 1.409A-3(i)(5)(v)(B)) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company and its subsidiaries on a consolidated basis that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Company and its subsidiaries on a consolidated basis immediately before such acquisition or acquisitions. For purposes of this clause (iii), "gross fair market value" means the value of the assets of the Company and its subsidiaries on a consolidated basis, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets; or (iv) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election. The foregoing clauses (i) through (iv) shall be interpreted in a manner that is consistent with the Treasury Regulations promulgated pursuant to Section 409A of the Code so that all, and only, such transactions or events that could qualify as a "change in control event" within the meaning of Treasury Regulation § 1.409A-3(i)(5)(i) shall be deemed to be a Change in Control for purposes of this Plan.

(g) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

(h) **"Common Stock"** means the common stock of HAI or such other stock into which the common stock may be changed as a result of split-ups, recapitalizations, reclassifications and any similar transaction.

(i) **"Company"** means HAI and its subsidiaries and affiliated entities, as well as their respective successors.

(j) **"Covered Termination"** means, except as provided in Section 23(c), a termination event giving rise to Severance Benefits under this Plan, as detailed in Section 7 hereof.

(k) **"Determination Year"** means the calendar year with respect to which performance is measured for purposes of determining the amount of a Participant's Incentive Award.

(l) **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time, together with applicable final regulations thereunder.

(m) **"HAI"** means Honeywell Aerospace Inc., a corporation headquartered in Phoenix, Arizona.

(n) **"Incentive Award"** means the short-term incentive compensation award payable and determined pursuant to the Company's short-term incentive compensation plan, and shall not include any other performance or incentive award.

(o) **"Incentive Award Target Percentage"** means the Participant's short-term incentive compensation target percentage, as maintained in the Company's executive compensation records.

(p) **"Last Day of Active Employment"** means a Participant's final day of employment with the Company (typically the day prior to the date the Participant would be eligible to commence the receipt of Severance Benefits), and shall in no case be later than the date on which the Participant's active employment with the Company is severed within the meaning of Code Section 409A.

(q) **"Medical Leave of Absence"** means an absence from active employment due to a Participant's inability to perform the functions of his or her job, provided that during such absence the Participant (i) is receiving short-term disability benefits, (ii) is receiving long-term disability benefits, (iii) is on a medical leave of absence granted by the Company, or (iv) any combination of (i)-(iii).

(r) **"Participant"** means HAI's Chief Executive Officer, a Direct Report Officer Participant or a Non-Direct Report Officer Participant.

(i) **"Direct Report Officer Participant"** means an individual who is designated as an officer of HAI by the Board, and who is in a direct reporting relationship to HAI's Chief Executive Officer.

(ii) **"Non-Direct Report Officer Participant"** means an individual who is designated as an officer of HAI by the Board, but who is not in a direct reporting relationship to HAI's Chief Executive Officer.

(s) **"Pay Continuation"** means the component of the Severance Benefit described in Section 5(a)(i).

(t) **"Plan Administrator"** means the person defined in Section 10(a).

(u) **"Pro Rata Factor"** means (i) for the Determination Year in which a Covered Termination occurs, a fraction the numerator of which is equal to the number of calendar months which have elapsed from the first day of the calendar month following the Covered Termination through December 31st of the Determination Year, and the denominator of which is twelve, and (ii) for any subsequent Determination Year, a fraction the numerator of which is equal to the Severance Pay Factor, reduced by the number of calendar months that have elapsed from the first day of the calendar month following the Covered Termination through December 31st of the year preceding the Determination Year, and the denominator of which is twelve; provided, however, that the Pro Rata Factor shall never be greater than 1.0.

(v) **"Prorated Annual Incentive Compensation"** means the component of the Severance Benefit described in Section 5(a)(ii).

(w) **"Release"** has the meaning set forth in Section 5(b) of the Plan.

(x) **"Severance Benefit"** means the severance benefit described in Section 5(a) of the Plan.

(y) **"Severance Pay Factor"** means, with respect to any Participant, the number of months of Pay Continuation to which a Participant is entitled as specified in Section 5(a)(i).

(z) **"Severance Period"** means the period during which a Participant is receiving Pay Continuation or, but for a lump sum payment of Pay Continuation benefits after a Change in Control in accordance with Section 25(a), would be receiving Pay Continuation.

4. Participation

A Participant shall continue to be a eligible for Severance Benefits under this Plan until the earlier of (i) the date the employment relationship with the Company is severed for reasons other than a Covered Termination, or (ii) the date the Participant ceases to satisfy the definition of Participant hereunder; provided, however, any Participant who ceases to satisfy the definition of Participant hereunder on or after a Change in Control shall nevertheless continue to be a Participant in the Plan. A Participant who is at any time the subject of a Covered Termination shall continue to be a Participant until all of the benefits to which he or she is entitled under the Plan, if any, have been paid.

5. Amount and Payment of Severance Benefits

(a) Eligibility for Benefits. Subject to subparagraphs (b) – (e) below, a Participant who is the subject of a Covered Termination shall receive the benefits described in this subparagraph (a).

(i) Pay Continuation.

(A) HAI's Chief Executive Officer shall receive a benefit in an amount equal to thirty-six (36) months of Base Salary.

(B) A Direct Report Officer Participant shall receive a benefit in an amount equal to twelve (12) months of Base Salary or, following a Change in Control, twenty (24) months of Base Salary.

(C) A Non-Direct Report Officer Participant with less than two (2) years of service with the Company shall receive a benefit in an amount equal to six (6) months of Base Salary. A Non-Direct Report Officer Participant with two (2) or more years of service with the Company shall receive a benefit in an amount equal to nine (9) months of Base Salary.

(ii) Prorated Annual Incentive Compensation. During the Severance Period, HAI's Chief Executive Officer or a Direct Report Officer Participant shall receive an amount equal to his or her Annual Incentive Compensation multiplied by the applicable Pro Rata Factor. No Prorated Annual Incentive Compensation shall be payable for any Determination Year with respect to which the Pro Rata Factor is less than or equal to zero.

(iii) Benefit Continuation. To the extent otherwise provided in the applicable plan documents and policies, Participants shall be eligible to continue their employee benefits during the Severance Period at active employee coverage levels and active employee contribution rates, if any.

(b) Benefits Conditioned on Release. Notwithstanding anything in this Section 5 to the contrary, all benefits under this Plan (except benefits provided pursuant to Part II) shall be provided in consideration for, and conditioned upon, (i) the execution and non-revocation of a release by the Participant of all claims, known or unknown, arising on or before the date of the release against the Company and its officers, directors and employees in the form and manner prescribed by the Company (which release may include cooperation, nondisclosure, non-competition, non-disparagement and confidentiality covenants) (the "Release"), (ii) the affirmation or initial agreement (as the case may be), in a form and manner prescribed by the Company, of the Participant's obligations under confidentiality, non-solicitation and intellectual property covenants in favor of the Company (which affirmation/initial agreement may be made part of the Release), (iii) the execution of a non-competition agreement by the Participant in favor of the Company in a form and manner prescribed by the Company (which non-competition agreement may be made part of the Release), (iv) the repayment of any amounts due to the Company, and (iv) the return by the Participant to the Company of all property of the Company, including any and all electronic devices, documents, electronic data, trade secrets, proprietary and confidential information in the Participant's possession, custody or control.

A Participant must execute all required documents, including the Release, not later than sixty (60) days after the Participant's Last Day of Active Employment. If a Participant fails to execute such documents within the required time period, the Participant shall not be entitled to receive Severance Benefits under this Plan.

Notwithstanding anything herein to the contrary, if the period during which a Participant has to sign and revoke the Release begins in one taxable year of the Participant and ends in the Participant's subsequent taxable year, any amounts payable under the Plan will commence in the subsequent taxable year.

(c) Suspension of Benefits. The Company may, in its sole discretion, terminate or suspend all Plan benefits upon learning, or having good reason to believe, that the Participant has violated the conditions and covenants described in Section 5(b). In such case, any consideration received by a Participant prior to the date of such cessation or suspension of Plan benefits shall be considered adequate consideration for the Release and other covenants hereunder. The Company's right to suspend or terminate Plan benefits hereunder shall not preclude the Company from pursuing other remedies for such violations, including, without limitation, seeking injunctive relief.

(d) Nonduplication of Benefits. Any benefit determined to be payable to a Participant under this Plan shall, subject to and consistent with Code Section 409A, be reduced by the amount of any similar severance, redundancy or employment termination benefit payable to the Participant under (i) any other severance plan sponsored or funded by the Company, (ii) any agreement between the Company and the Participant, whether oral or written, express or implied, relating to termination related benefits, or (iii) any statutory or court mandated entitlement (including entitlements under foreign law), regardless of whether the benefit determined under such other plan, agreement, statutory or court mandated entitlement is payable at an earlier or a later date than payments under the Plan, it being the intention of this subparagraph (d) to protect the Company from the payment of duplicative severance, redundancy or employment termination benefits.

6. Form and Timing of Benefit Payments

Except as provided in Section 25, any Pay Continuation shall be paid in substantially equal periodic installments corresponding to the Participant's normal payroll period commencing after the Participant's Last Day of Active Employment. Any Prorated Annual Incentive Compensation shall be paid annually in accordance with the Company's normal practices with respect to the payment of incentive compensation awards. Notwithstanding the foregoing, the Company may, at its sole discretion, delay the commencement of Severance Benefits until the Participant has executed a Release and the time period for revoking such Release, if applicable, has expired. In such case, the Company shall commence Severance Benefits upon the receipt of the Release or the expiration of the revocation period, as applicable, and any arrearages paid as part of the next payroll period.

Payment of Severance Benefits shall cease in the event a Participant (i) accepts re-employment with the Company, or (ii) commences the receipt of his or her pension benefits from a Company-sponsored defined benefit pension plan.

7. Covered Terminations

In order to be eligible for Severance Benefits under Section 5, a Participant must be the subject of a Covered Termination. A Covered Termination generally means an involuntary termination of employment initiated by the Company. In no event, however, shall the following events constitute a Covered Termination:

(a) an involuntary termination for Cause;

(b) the death of a Participant during active employment;

(c) the Participant's failure to timely return to work upon expiration of an authorized leave of absence. Such a Participant will be treated as having voluntarily resigned from the Company;

(d) a termination of employment initiated as a result of a Participant's refusal to accept a transfer to another Company location; provided, however, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to transfer to another Company location that is more than 50 miles from his or her work location immediately prior to a Change in Control shall be treated as having been subject to a Covered Termination;

(e) in the case of a sale or other disposition of the Participant's subsidiary, division or other business unit or operation, a termination of employment initiated as a result of a Participant's refusal to accept an offer of employment with the successor entity; provided, however, in such case a Covered Termination shall be deemed to have occurred only if the Participant is not offered substantially comparable employment with the successor entity, as determined by the Plan Administrator, in its sole discretion. Notwithstanding the preceding sentence, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to accept employment with the successor entity at a location that is more than 50 miles from his or her work location immediately prior to a Change in Control shall be treated as having been subject to a Covered Termination; or

(f) if the Participant does not return to active employment within eighteen (18) months of commencing a Medical Leave of Absence; provided, however, if a Participant is medically cleared to return to work (with documentation reasonably acceptable to the Company) before the conclusion of such eighteen (18) month period and is ready and willing to do so but does not return to active employment because (i) no comparable job for which the Participant is qualified is available, or (ii) such Participant is unable to locate another comparable Company position within thirty (30) days following his or her return to work, then such Participant shall be treated as having been subject to a Covered Termination.

8. Forfeiture of Benefits

Notwithstanding anything in the Plan to the contrary and except as provided in Section 25(b), the Company reserves the right in its sole and absolute discretion to cancel all benefits under this Plan in the event a Participant engages in any activity that the Company considers detrimental to its interests, as determined by HAI's general counsel or chief human resources officer, or their

delegees. Activities that the Company considers detrimental to its interests include, but are not limited to:

(a) any effort on the part of a Participant, either directly or indirectly, to recruit or solicit employees of the Company for employment with another company without the written approval of HAI;

(b) any effort on the part of a Participant, either directly or indirectly, to recruit or solicit customers of the Company;

(c) the disclosure of any Company confidential or proprietary information, or the breach of any obligations under the Participant's agreements relating to intellectual property and confidential information;

(d) any intentional misconduct that is, or may be, damaging to the property or business of the Company;

(e) the commission of a fraud or misappropriation of property, proprietary information, intellectual property or trade secrets of the Company for personal gain or for the benefit of another party;

(f) knowingly making false or misleading statements about the Company or its products, officers or employees to competitors, customers or potential customers of the Company, or to current or former employees of the Company;

(g) a Participant's holding himself or herself out as an active employee of the Company; or

(h) breaching any of the terms of the Release or any intellectual property, confidentiality or noncompetition agreement or covenant.

9. Payment of Benefits Upon Death

If a Participant dies after signing and returning the Release, without revoking the Release, and before all Severance Benefits have been paid, the balance of such payments will be paid to the Participant's estate in a lump sum within sixty (60) days following the Participant's death.

10. Administration

(a) Plan Administration. Except as provided in Section 26, the Plan shall be administered by the Plan Administrator, who shall have the powers and authorities as described in this Section 10. The Plan Administrator shall be the Company's chief human resources officer, or his designee.

The Plan Administrator shall serve without additional compensation. The Plan Administrator shall keep or cause to be kept such records and shall prepare or cause to be prepared such returns or reports as may be required by law or necessary for the proper administration of the Plan.

(b) Powers and Duties of Plan Administrator. The Plan Administrator shall have the full discretionary power and authority to (i) construe and interpret the Plan (including, without

limitation, supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan); (ii) determine all questions of fact arising under the Plan, including questions as to eligibility for and the amount of benefits; (iii) establish such rules and regulations (consistent with the terms of the Plan) as it deems necessary or appropriate for administration of the Plan; (iv) delegate responsibilities to others to assist it in administering the Plan; and (v) perform all other acts it believes reasonable and proper in connection with the administration of the Plan. The Plan Administrator shall be entitled to rely on the records of the Company in determining any Participant's entitlement to, and the amount of, Severance Benefits under the Plan. Any determination of the Plan Administrator, including interpretations of the Plan and determinations of questions of fact, shall be final and binding on all parties.

The Plan Administrator may retain attorneys, consultants, accountants or other persons (who may be employees of the Company) to render advice and assistance and may delegate any of the authorities conferred on him under this Plan to such persons as he shall determine to be necessary to affect the discharge of his duties hereunder. The Plan Administrator, the Company and its officers and directors shall be entitled to rely upon the advice, opinions and determinations of any such persons. Any exercise of the authorities set forth in this Section 10, whether by the Plan Administrator or his delegee, shall be final and binding upon the Company and all Participants.

(c) Additional Discretionary Authority. The Plan Administrator may, in his sole and absolute discretion, waive the requirement that a Participant execute a Release or confidentiality, non-competition, non-disparagement, non-solicitation and intellectual property covenants in order to receive Severance Benefits.

(d) Indemnification. To the extent permitted by law, the Company shall indemnify the Plan Administrator from all claims for liability, loss, or damage (including payment of expenses in connection with defense against such claims) arising from any act or failure to act in connection with the Plan.

11. Claims and Appeals Procedures

Except as provided in Section 26, the Plan's benefit claims and appeals procedures shall be as follows:

(a) Any request or claim for Plan benefits shall be deemed to be filed when a written request is made by the claimant or the claimant's authorized representative that is reasonably calculated to bring the claim to the attention of the Plan Administrator.

(b) The Plan Administrator, or his designee, shall respond, in writing, to any claimant's claim for benefits under the Plan. Such response shall be provided within 90 days of its receipt by the Plan Administrator or, if special circumstances require and the claimant is so notified, in writing, before the expiration of the initial 90-day period, within 180 days of its receipt by the Plan Administrator. If the extension is necessary because the claimant has failed to submit the information necessary to decide the claim, the Plan Administrator's period for responding to such claim shall be tolled until the date that the claimant responds to the request for

additional information. The response shall be written in a manner calculated to be understood by the claimant and shall, in the case of an adverse benefit determination:

(i) set forth the specific reasons for the adverse benefit determination;

(ii) contain specific references to Plan provisions relative to the adverse benefit determination;

(iii) describe any material and information, if any, necessary for the claim for benefits to be perfected, and an explanation of why such material or information is necessary; and

(iv) advise the claimant that any appeal of an adverse benefit determination must be made, in writing, to the Plan Administrator within 60 days after receipt of such adverse benefit determination, and must set forth the facts upon which the appeal is based.

(c) If the claimant fails to appeal the Plan Administrator's adverse benefit determination, in writing, within 60 days after its receipt by the claimant (or within 60 days after a deemed denial of the claim), the Plan Administrator's determination shall become final and conclusive.

(d) If the claimant appeals the Plan Administrator's adverse benefit determination in a timely fashion, the Plan Administrator shall re-examine all issues relevant to the original denial of benefits. Any such claimant or his or her duly authorized representative may review any pertinent documents and records, including documents and records that were relied upon in making the benefit determination, documents submitted, considered or generated in the course of making the benefit determination (even if such documents were not relied upon in making the benefit determination), and documents that demonstrate compliance, in making the benefit determination, with the Plan's required administrative processes and safeguards. In addition, the claimant or his duly authorized representative may submit, in writing, any documents, records, comments or other information relating to such claim for benefits. In the course of his review, the Plan Administrator shall take into account all comments, documents, records and other information submitted by the claimant or his duly authorized representative relating to such claim, regardless of whether it was submitted or considered as part of the initial benefit determination.

(e) The Plan Administrator shall advise the claimant and such claimant's representative, in writing, of its decision within 60 days of receipt of the written appeal, unless special circumstances require an extension of such 60-day period for not more than an additional 60 days. Where such extension is necessary, the claimant shall be given written notice of the delay before the expiration of the initial 60-day period, which notice shall set forth the reasons for the delay and the date the Plan Administrator expects to render its decision. In the event of an adverse benefit determination on appeal, the Plan Administrator shall advise the claimant, in a manner calculated to be understood by the claimant, of (i) the specific reasons for the adverse benefit determination, and (ii) the specific Plan provisions on which the adverse benefit determination was based. The Plan Administrator's written notice will advise the claimant of his

or her right to receive, upon request and free of charge, copies of all documents, records and other information relevant to such claim.

(f) In the event of an adverse benefit determination after the Plan Administrator's review, the claimant's sole remedy shall be to file an action in court.

The Plan's claims procedures do not create any independent rights to Plan benefits. A current or former Participant who files a claim for Plan benefits must satisfy all Plan requirements, including the requirements of Section 5(b), in order to be entitled to benefits.

12. Time Period for Filing a Claim or a Lawsuit Against the Plan, the Company or Plan Fiduciaries; Restrictions on Venue

(a) Any claim for Plan benefits must be filed in writing with the Plan Administrator within sixty (60) days after the current or former Participant knew or should have known of his/her putative right to Plan benefits. However, in no event will any claim be considered timely if it is filed more than one hundred eighty (180) days after the date a current or former Participant's employment with the Company is terminated. Requests or claims submitted more than sixty (60) days after a current or former Participant knew or should have know of his/her potential right to Plan benefits, or one-hundred eighty (180) days after the date his/her employment with the Company is terminated, are deemed waived by the claimant and considered time-barred

(b) Any lawsuit against the Plan, the Company, the Plan Administrator, or any other Plan fiduciary, must be filed no later than the six (6) month anniversary of the following, as applicable: (i) the date the claim or appeal is denied by the Plan Administrator, or (ii) the date the claimant knows, or should reasonably know, that the claim has been, or is treated as being, denied (e.g., if the claim, or the appeal in the case of an adverse benefit determination, is not denied within the time limits described in Section 11 above).

(c) Any action in connection with the Plan must be filed in the United States District Court for the District of Arizona.

13. Unfunded Obligation

All benefits payable under this Plan shall constitute an unfunded obligation of the Company. Payments shall be made, as due, from the general funds of the Company. This Plan shall constitute solely an unsecured promise by the Company to pay severance benefits to Participants to the extent provided herein.

14. Inalienability of Benefits

No Participant shall have the power to transfer, assign, anticipate, mortgage or otherwise encumber any rights or any amounts payable under this Plan; nor shall any such rights or amounts payable under this Plan be subject to seizure, attachment, execution, garnishment or other legal or equitable process, or for the payment of any debts, judgments, alimony, or separate maintenance, or be transferable by operation of law in the event of bankruptcy, insolvency, or otherwise. In the event a person who is receiving or is entitled to receive benefits under the Plan

attempts to assign, transfer or dispose of such right, or if an attempt is made to subject such right to such process, such assignment, transfer or disposition shall be null and void.

15. Withholding

The Company shall have the right to withhold any taxes required to be withheld with respect to any benefits due under this Plan.

16. Amendment or Termination

Except to the extent otherwise provided in Section 27, HAI reserves the right to amend or terminate the Plan at any time without prior notice to or the consent of any employee. No amendment or termination shall adversely affect the rights of any Participant whose employment terminated prior to such amendment or termination. However, except as provided in Section 27, any Participant whose employment continues after amendment of the Plan shall be governed by the terms of the Plan as so amended. Any Participant whose employment continues after termination of the Plan shall have no right to a benefit under the Plan. Any amendment or termination of the Plan must comply with all applicable legal requirements including, without limitation, compliance with Code Section 409A, securities, tax or other laws, rules, regulations or regulatory interpretations thereof that apply to the Plan.

17. Plan Not a Contract of Employment

Nothing contained in this Plan shall give an employee the right to be retained in the employment of the Company. This Plan is not a contract of employment between the Company and any employee.

18. Action by the Company

Unless expressly indicated to the contrary herein, any action required to be taken by an entity may be taken by action of its governing body or by any appropriate officer or officers traditionally responsible for such determination or actions, or such other individual or individuals as may be designated by such governing body, officer or employee.

19. Governing Law

The Plan is an employee welfare benefit plan within the meaning of Section 3(1) of ERISA, and will be construed in accordance with the provisions of ERISA and the laws of the State of Arizona

20. Severability

If any provision of this Plan (other than Section 5(b)) shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, but this Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein. If Section 5(b) shall be held illegal or invalid for any reason, said illegality or invalidity shall nullify the remainder of this Plan with respect to the affected Participants.

21. Code Section 409A

(a) Notwithstanding any provision of the Plan to the contrary, if required by Code Section 409A and if a Participant is a "Specified Employee" (as defined below), no benefits shall be paid under this Plan during the "Postponement Period" (as defined below). If a Participant is a Specified Employee and payment of benefits is required to be delayed for the Postponement Period under Code Section 409A, the accumulated amounts withheld on account of Code Section 409A shall be paid in a lump sum payment within 30 days after the end of the Postponement Period and no interest or other adjustment shall be made for the delayed payment. If the Participant dies during the Postponement Period prior to the payment of benefits, the amounts withheld on account of Code Section 409A shall be paid to the Participant's estate within sixty (60) days after the Participant's death.

(b) This Plan is intended to meet the requirements of the "short-term deferral" exception, the "separation pay" exception and other exceptions under Code Section 409A. Notwithstanding anything in the Plan to the contrary, if required by Code Section 409A, payments may only be made under this Plan upon an event and in a manner permitted by Code Section 409A, to the extent applicable. For purposes of Code Section 409A, the right to a series of payments under the Plan shall be treated as a right to a series of separate payments. All reimbursements and in-kind benefits provided under the Plan shall be made or provided in accordance with the requirements of Code Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses eligible for reimbursement during the period of time specified in the Plan; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits provided in any other calendar year; (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (iv) the right to reimbursement or in-kind benefit is not subject to liquidation or exchange for another benefit. In no event may a Participant designate the year of payment for any amounts payable under the Plan.

(c) Notwithstanding any provision of the Plan to the contrary, any payments of Severance Benefits under this Plan that (i) are, or may be, deferred compensation subject to Code Section 409A ("409A Severance Benefits"), and (ii) are subject to a Release, where the period for execution and non-revocation of the Release spans more than one calendar year, any payment of 409A Severance Benefits that is contingent on the execution of the Release shall not be paid until the second calendar year, or later if required by the applicable terms of the Plan. In no event may a Participant, either directly or indirectly, designate the calendar year of payment of any 409A Severance Benefits.

(d) For purposes of this Section 21, the following definitions apply:

(i) "Specified Employee" means a Participant who, at any time during the 12-month period ending on the identification date, is a "specified employee" under Code Section 409A, as determined by the Vice President – Compensation and Benefits (or his delegee), which determination of "specified employees," including the number and identity of persons considered "specified employees" and identification date, shall be made by the Vice President –

Compensation and Benefits (or his delegee) in accordance with the provisions of Code Sections 416(i) and 409A.

(ii) "Postponement Period" means, for a Specified Employee, the period of six months after the Specified Employee's Last Day of Active Employment (or such other period as may be required by Code Section 409A) during which deferred compensation may not be paid to the Specified Employee under Code Section 409A.

PART II
SPECIAL PROVISIONS THAT BECOME EFFECTIVE
ONLY UPON CHANGE IN CONTROL

22. Applicability

(a) Except to the extent otherwise indicated, the provisions of this Part II apply only to HAI's Chief Executive Officer and Direct Report Officer Participants (collectively "CIC Participants"). Such provisions become effective upon a Change in Control and, in addition to the provisions of Part I that are not superseded by provisions of this Part II, shall control (i) the determination of eligibility for, the amount of, and the time of payment of benefits under the Plan to any CIC Participant who is the subject of a Covered Termination that occurs within the two (2) year period following the Change in Control, and (ii) the terms of payment for any CIC Participant whose Severance Period extends beyond the Change in Control.

(b) It is intended that this Part II will assure that CIC Participants will not be adversely affected by the unique circumstances that may exist following a Change in Control. The provisions of this Part II will have no effect whatsoever prior to a Change in Control.

23. Definitions

(a) **"Annual Incentive Compensation"** means, notwithstanding the provisions of Section 3(b), the product of (i) Annual Base Salary, and (ii) the greater of (A) the Incentive Award Target Percentage for the most recent Determination Year ended prior to the Change in Control, or (B) the average of the Incentive Award Target Percentages applied in determining the CIC Participant's Incentive Award in the last three Determination Years prior to the date of Covered Termination (or such lesser period as the CIC Participant may have been employed).

(b) **"Cause"** has the same meaning as under Part I; provided, however, in the case of a determination under Part II of the Plan, Cause shall be determined by the New Plan Administrator.

(c) **"Covered Termination"** means, in addition to the circumstances described in Section 3(j), a severance of the employment relationship at the initiative of a CIC Participant for Good Reason.

(d) **"Good Reason"** means any one or more of the following:

(i) A material change in the CIC Participant's position, duties and/or responsibilities as they existed in the period immediately preceding the Change in Control;

(ii) Any significant reduction in the CIC Participant's Base Salary or Annual Incentive Compensation;

(iii) Any significant reduction in the economic value of awards granted under any Company long-term incentive plans in which the CIC Participant participated prior to a Change in Control, or the successors thereto;

(iv) Any geographic relocation of the CIC Participant's position to a new location that is more than fifty (50) miles from the location of the CIC Participant's position immediately prior to a Change in Control;

(v) Any action by the Company that, under applicable law, constitutes constructive discharge; or

(viii) The failure of any HAI Employer that is a successor to the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to expressly assume and agree to honor this Plan, if such assumption is legally required to make this Plan enforceable against the successor.

For purposes of this Section 23(d), the term "significant reduction" shall mean a reduction or series of reductions with respect to the same form of benefit or remuneration that are greater than 10%, or which do not affect substantially all persons covered by the plan or program in question.

Notwithstanding the foregoing, Good Reason shall not be deemed to have occurred unless the CIC Participant provides written notice to HAI identifying the event or omission constituting the reason for a Good Reason termination within ninety (90) days following the first occurrence of such event or omission. Within thirty (30) days after such notice has been provided to HAI, HAI shall have the opportunity, but shall have no obligation, to cure such event or conditions that give rise to a Good Reason termination. If HAI fails to cure the events or conditions giving rise to a CIC Participant's Good Reason termination by the end of the thirty (30) day cure period, the CIC Participant's employment shall be terminated effective as of the expiration of such thirty (30) day cure period unless the CIC Participant has withdrawn such Good Reason termination notice.

(e) **"HAI Employer"** means the Company and any other person, organization or entity that becomes bound by the terms of the Plan by operation of law, or agrees in writing to be bound by the terms of the Plan for a period of time that extends at least through the two-year period following a Change in Control.

(f) **"New Plan Administrator"** shall mean such person or persons appointed pursuant to Section 26 to administer the Plan upon the occurrence of a Change in Control.

24. [Reserved]

25. Benefit Payments and Forfeitures

(a) Benefit Payments. Notwithstanding the provisions of Section 6, benefits that are determined to be payable to a CIC Participant under Sections 5(a)(i) and 5(a)(ii) on or after a Change in Control shall be paid within thirty (30) days following the later of the Change in Control or the Covered Termination, in a single payment equal to the sum of (i) the total amount of the benefit remaining payable under Section 5(a)(i), and (ii) the amount of the benefit remaining payable under Section 5(a)(ii) for all Determination Years which are coextensive, in whole or part, with the Severance Period; provided, however, that the single lump sum payment pursuant to this Section will only be paid if the Change in Control constitutes a "change in control event" under Section 409A of the Code. Otherwise, the payment shall be paid (or continue to be paid, if in pay status) in the same form and at the same times as provided under

Section 5(a). The requirements of Section 5(b) shall have no application to benefits payable after a Change in Control. If any benefit is paid later than the time provided in this Section 25(a), such late payment shall be credited with interest for the period from the date payment should have been made to the date actually made at a rate equal to the average quoted rate for three-month U.S. Treasury Bills for the week preceding the date of payment, as determined by the New Plan Administrator, plus six percentage points.

(b) Forfeiture of Benefits. Notwithstanding the provisions of Section 8, a CIC Participant receiving benefits or entitled to receive benefits under the Plan shall cease to receive such benefits under the Plan and the right to receive any benefits in the future under the Plan shall be forfeited, in the event the CIC Participant, as determined by the New Plan Administrator, (i) is convicted of a felony committed against a HAI Employer, its property or business, (ii) commits any fraud or misappropriates property, proprietary information, intellectual property or trade secrets of a HAI Employer for personal gain or for the benefit of another party, or (iii) actively recruits and offers employment to any management employee of a HAI Employer.

26. Administration

(a) New Plan Administrator. On or before a Change in Control, the Company shall appoint a person independent of the Company to be the New Plan Administrator upon the occurrence of a Change in Control and the Plan Administrator shall provide to the New Plan Administrator such information with respect to each CIC Participant in the Plan as shall be necessary to enable the New Plan Administrator to determine the amount of the Severance Benefits that are then, or may thereafter become, payable to such CIC Participants. Upon a Change in Control, the New Plan Administrator shall have the authority invested in the Plan Administrator under Section 10(b), and claims for benefits shall be subject to the claims and appeals procedures outlined in Section 11.

(b) Attorneys Fees and Costs. If a CIC Participant is paid, or is determined to be entitled to receive benefits by a court of competent jurisdiction, the HAI Employer shall immediately pay or reimburse the affected CIC Participant for the full amount of any attorneys' fees and other expenses the affected CIC Participant incurred in pursuing his or her claim for benefits, including claims incurred during the claims and appeals portion of the process. The payment or reimbursement shall include the reasonable hourly rates charged by the CIC Participant's attorneys, any and all other expenses related to the action incurred by or on behalf of the affected CIC Participant, the costs and expenses of any experts utilized to prepare the claim, and any court costs assessed against the affected CIC Participant.

(c) Declaratory Judgment. CIC Participants may bring a claim under this Section 26 to assert the existence of Good Reason conditions that would enable a CIC Participant to trigger his own termination under this Part II without resigning his or her position with the HAI Employer.

27. Amendment or Termination

This Plan may not be amended or terminated after a Change in Control; provided, however, the Plan may be amended if the purpose of the amendment is to increase benefits hereunder or if the purpose of the amendment is to comply with Section 409A of the Code.

28. No Waiver

No waiver by a CIC Participant at any time of any breach by a HAI Employer of, or of any lack of compliance with, any condition or provision of this Plan to be performed by the HAI Employer shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. In no event shall the failure by a CIC Participant to assert any right under the Plan (including, but not limited to, failure to assert the existence of Good Reason conditions that would enable a CIC Participant to trigger his own termination under this Part II) be deemed a waiver of such right or any other right provided under the Plan, it being intended that a CIC Participant who has perfected a right under the Plan (including, but not limited to, a CIC Participant's right to trigger his own Good Reason termination under this Part II) shall be entitled to assert that right in accordance with the terms of the Plan unless the CIC Participant affirmatively elects, in writing, to waive such right.

29. Company Policies

All benefits granted under the Plan shall be subject to any applicable clawback or recoupment policies, share trading policies and other policies that may be implemented by the Board of Directors from time to time, including such policies set forth in the Company's Corporate Governance Guidelines, as such policies may be amended from time to time, subject to and consistent with Section 409A of the Code.

Deferred Compensation Plan for Non-Employee Directors
of Honeywell Aerospace Inc.
(Effective as of June 29, 2026)

1. Eligibility; Spin-off from Honeywell

Each member of the Board of Directors (the "Board") of Honeywell Aerospace Inc. (the "Corporation") who is not an employee of the Corporation or any of its subsidiaries (a "Director") is eligible to participate in the Deferred Compensation Plan for Non-Employee Directors of Honeywell Aerospace Inc. (the "Plan").

In connection with the spin-off (the "Spin-off") of the Corporation from Honeywell International Inc. ("Honeywell"), and pursuant to the terms of the Employee Matters Agreement between Honeywell and the Corporation entered into in connection with the Spin-off (the "Employee Matters Agreement"), the Corporation and the Plan assumed all obligations and liabilities of Honeywell and its subsidiaries under the Deferred Compensation Plan for Non-Employee Directors of Honeywell International Inc. (the "Honeywell Plan") with respect to non-employee directors of Honeywell who became non-employee directors of the Corporation immediately following the Spin-off (the "Transferred Directors"). Any benefits due under the Honeywell Plan with respect to Transferred Directors or beneficiaries thereof became the responsibility of the Corporation and the Plan, and any such benefits not yet paid under the Honeywell Plan immediately prior to the Spin-off will be administered and paid under the terms of the Plan. All investment, distribution and elective deferral elections and designations of beneficiary(ies) made under the Honeywell Plan by a Transferred Director or beneficiary thereof and in effect immediately prior to the Spin-off will continue to apply and shall be administered under the Plan until such election or designation expires or is otherwise changed or revoked in accordance with the terms of the Plan.

2. Definitions

(a) Committee. The Nominating and Governance Committee of the Board or any successor.

(b) Common Stock. The publicly traded common stock of the Corporation or any successor.

(c) Compensation. All amounts payable for services as a Director, including amounts payable for services as a member or chairman of a committee of the Board.

(d) Elective Deferrals. Compensation deferred by a Director under the Plan (including for each Transferred Director, any elective deferrals under the Honeywell Plan assumed by the Plan and the Corporation pursuant to the Employee Matters Agreement) (other than Non-Elective Deferrals, as defined below).

(e) Non-Elective Deferrals. Effective January 1 of each year, $60,000 (or such other amount as determined by the Corporation) of annual Compensation for Directors, which amount

is automatically deferred under the Plan (including for each Transferred Director, amounts attributable to non-elective deferrals under the Honeywell Plan assumed by the Plan and the Corporation pursuant to the Employee Matters Agreement).

(f) Retirement. As used in the Plan, the term "retirement" or "retire" shall include any termination of a Director's Board service.

(g) Secretary. The Secretary of the Corporation.

3. Investment Options

Amounts deferred under the Plan (including amounts assumed with respect to Transferred Directors) shall be credited to a deferred compensation account (the "Director's Account") and invested as described below.

(a) Elective Deferrals. A Director may elect to have Elective Deferrals credited to the Director's Account in cash (i) with interest as described in paragraph 5(b) below or (ii) which is valued as if invested in one or more of the funds available for investments by participants in the Honeywell Aerospace 401(k) Plan, as described in paragraph 5(f) below. All such amounts will be paid out in cash.

(b) Non-Elective Deferrals. Non-Elective Deferrals will be credited to the Director's Account on January 1 of each year in the form of equivalent shares of Common Stock, calculated based on the mean between the highest and lowest sales prices of the Common Stock as reported on Nasdaq for the immediately preceding December 31 (or, if there were no sales on such day, for the last preceding day on which there were sales) and valued as described in paragraph 5(e) below. For any person who is not a Transferred Director and becomes a Director after January 1, a pro rata portion of the annual amount based on the number of days remaining in the calendar year will be credited to the Director's Account on the Director's first day of service in the form of equivalent shares of Common Stock, calculated based on such mean for the first day of service (or, if there were no sales on such day, for the last preceding day on which there were sales). In addition, as of the effective time of the Spin-off, a number of equivalent shares of Common Stock and a number of equivalent shares of common stock of Honeywell will be credited under the Director's Account for each Transferred Director as determined pursuant to the Employee Matters Agreement. All such amounts will be paid out in cash after retirement from the Board.

4. Participation

(a) Elective Deferrals.

(i) Time of Election. Prior to the beginning of any calendar year, each Director who is not then participating in the Plan (other than by virtue of Non-Elective Deferrals) may elect to participate in the Plan by directing that all or any part of the Director's Compensation which otherwise would have been payable currently for services as a Director during such calendar year shall be credited to the Director's Account as Elective Deferrals. Any person who shall become a Director during any

calendar year may elect, within thirty (30) days following the date the Director's term begins, to defer payment of all or any part of the Director's Compensation for the remainder of such calendar year.

(ii) Form and Duration of Election. An election to make Elective Deferrals shall be made by written notice executed by the Director and filed with the Secretary. Such election shall continue in effect for succeeding calendar years unless the Director terminates such election by written notice filed with the Secretary. Any such termination shall become effective as of the end of the calendar year in which such notice is given and only with respect to Compensation payable for services as a Director thereafter. Amounts credited to the Director's Account prior to the effective date of termination shall not be affected by such termination and shall be distributed only in accordance with the terms of the Plan.

(iii) Adjustment of Future Deferrals. Prior to the beginning of any calendar year, a Director participating in the Plan may file another written notice with the Secretary electing to change the amount of Elective Deferrals to be credited to the Director's Account for services as a Director commencing with such calendar year. Amounts credited to the Director's Account prior to the effective date of such change shall not be affected by such change and shall be distributed only in accordance with the terms of the Plan.

(iv) Adjustment of Investment Options. A Director may elect to change the investment options with respect to those portions of the Director's Account applicable to Elective Deferrals which are valued as if invested in one or more of the funds available for investments by participants in the Honeywell Aerospace 401(k) Plan. Any such election to reallocate amounts among the investment funds shall be made by written notice executed by the Director and filed with the Secretary, may be made no more often than once each calendar quarter during the 30-day period beginning on the third business day following an earnings release by the Corporation, and shall be effective on the first business day following receipt by the Secretary.

(b) Non-Elective Deferrals. No participation election is required for Non-Elective Deferrals since the crediting of such amounts to the Director's Account will be automatic.

5. The Director's Account

(a) All Elective Deferrals of a Director shall be credited to the Director's Account consistent with the Director's investment options, as described in paragraph 3. All credits shall be made as unfunded book entries, and the Director shall not have any interest in any amounts credited to the Director's Account until distributed in accordance with the Plan.

(b) Amounts credited to the Director's Account in cash for services as a Director, other than cash amounts referred to in paragraph 5(f) and Non-Elective Deferrals, shall accrue amounts equivalent to interest commencing on the date such amounts would otherwise have been paid, at the same rates per annum as those fixed for deferrals with respect to the relevant calendar

years under the Corporation's Deferred Incentive Compensation Plan, as amended from time to time.

(c) Amounts credited to the Director's Account in cash as a result of the conversion of shares or equivalent shares to cash pursuant to paragraph 7(a) shall accrue amounts equivalent to interest commencing on the date of such conversion, at the rate provided under paragraph 5(b) or such higher rate as provided under the Honeywell Plan in effect on the date of the Spin-off with respect to any Transferred Director entitled to such higher rate with respect to amounts credited to the account of the Transferred Director as of immediately prior to the Spin-off.

(d) Amounts determined pursuant to this paragraph 5 shall be compounded daily and credited to the Director's Account. Amounts credited to the Director's Account in cash shall continue to accrue amounts equivalent to interest in accordance with paragraphs 5(b) and (c) until distributed in accordance with the Plan.

(e) Amounts credited to the Director's Account in shares or equivalent shares of Common Stock shall accrue amounts equivalent to cash or stock dividends as declared by the Board. For Non-Elective Deferrals, such equivalent amounts shall be credited to the Director's Account as if reinvested in Common Stock. Amounts credited to the Director's Account in equivalent shares of Common Stock shall be valued on the same basis as investments by participants in the Honeywell Aerospace Common Stock Fund under the Honeywell Aerospace 401(k) Plan, as indicated in paragraph 5(f) (excluding any charge for expenses and liquidity reserves and assuming reinvestment of dividend equivalents). Amounts credited to the Director's Account in equivalent shares of common stock of Honeywell shall accrue amounts equivalent to cash or stock dividends as declared by the board of directors of Honeywell. For Non-Elective Deferrals, such equivalent amounts shall be credited to the Director's Account as if reinvested in common stock of Honeywell. Amounts credited to the Director's Account in equivalent shares of common stock of Honeywell shall be valued on the same basis as investments by participants in the Honeywell Common Stock Fund under the Honeywell 401(k) Plan (excluding any charge for expenses and liquidity reserves and assuming reinvestment of dividend equivalents).

(f) Amounts credited to the Director's Account in cash but which are valued as if invested in one or more of the funds available for investment by participants in the Honeywell Aerospace 401(k) Plan shall be valued on the same basis as investments by participants in such funds (excluding any charge for expenses and, with respect to the Honeywell Aerospace Common Stock Fund, excluding any liquidity reserves and assuming reinvestment of dividend equivalents).

6. Distribution from Accounts

(a) Form of Election.

(i) Elective Deferrals. At the time a Director makes a participation election pursuant to paragraph 4(a), the Director shall also file with the Secretary a written election with respect to the distribution of the aggregate amount credited to the Director's

Account pursuant to such participation election. A Director may elect to receive such amount in one lump-sum payment or in a number of approximately equal installments (provided the payout period does not exceed 15 years). The Director may also elect to have the lump-sum payment or the first installment paid (A) on the first business day of the calendar year immediately following the year in which the Director ceases to be a Director, (B) on the first business day of such calendar year as the Director may elect, or (C) as soon as practicable following the Director's death. Except in the case of the Director's death, in which event paragraph 8 shall govern, subsequent installments shall be paid on the first business day of each succeeding installment period until the entire amount credited to the Director's Account shall have been paid. Absent such an election, except in the case of death, the amount of Elective Deferrals in the Director's Account shall be paid on the first business day of the calendar year immediately following the year in which the Director ceases to be a Director.

(ii) Non-Elective Deferrals. Although no participation election is required for Non-Elective Deferrals, each Director prior to the beginning of any calendar year may file with the Secretary a written election with respect to the distribution of the aggregate amount of Non-Elective Deferrals credited to the Director's Account for the next calendar year. The Non-Elective Deferrals for the calendar year an individual first becomes a Director shall be paid in a lump sum on the first business day of the calendar year immediately following the year in which the Director ceases to be a Director of the Corporation. Any such election shall continue in effect for Non-Elective Deferrals credited to the Director's Account in succeeding calendar years, unless the Director files a new written election prior to the beginning of any calendar year. A Director may elect to receive such amount in one lump-sum payment or in a number of approximately equal installments (provided the payout period does not exceed 15 years). The Director may also elect to have the lump-sum payment or the first installment paid (A) on the first business day of the calendar year immediately following the year in which the Director ceases to be a Director of the Corporation, (B) on the first business day of a calendar year which is such number of years following retirement as the Director may elect, or (C) as soon as practicable following the Director's death. Except in the case of the Director's death, in which event paragraph 8 shall govern, subsequent installments shall be paid on the first business day of each succeeding installment period until the entire amount credited to the Director's Account shall have been paid. Absent such an election, except in the case of death, the amount of Non-Elective Deferrals credited to the Director's Account shall be paid on the first business day of the calendar year immediately following the year in which the Director ceases to be a Director.

(b) Adjustment of Method of Distribution of Future Deferrals. Whether or not a Director has filed a notice pursuant to paragraph 4(a)(iii) electing to change the amount of Elective Deferrals to be credited to the Director's Account, a Director participating in the Plan may, prior to the beginning of any calendar year, file another written notice with the Secretary electing to change the method of distribution of the aggregate amount of Elective Deferrals credited to the Director's Account for services as a Director commencing with such calendar

year. Amounts credited to the Director's Account prior to the effective date of such change shall not be affected by such change.

(c) Aggregate Amounts. References to the aggregate amounts credited to the Director's Account include accrued amounts equivalent to interest and dividends.

7. Change in Control

(a) Conversion of Shares. Notwithstanding anything to the contrary in the Plan, shares of Common Stock and equivalent shares of Common Stock credited to a Director's Account shall be converted to cash, as soon as practicable following a Change in Control but in no event later than 90 days after the Change in Control, in an amount equal to the total number of shares or equivalent shares of Common Stock, and fractional interests thereof, credited to the Director's Account, multiplied by the fair market value of a share of Common Stock as reflected in the Change in Control transaction or as otherwise determined by the Committee prior to the Change in Control.

(b) Interest Equivalents. Notwithstanding anything to the contrary in the Plan, in the event of a Change in Control, the Plan may not be amended to reduce the formulas contained in paragraph 5 which determine the rate at which amounts equivalent to interest accrue with respect to cash amounts credited to a Director's Account, including cash amounts attributable to the conversion of shares or equivalent shares in a Director's Account pursuant to paragraph 7(a).

(c) Definition of Change in Control. "Change in Control" has the meaning ascribed to the phrase "Change in the Ownership or Effective Control of a Corporation or in the Ownership of a Substantial Portion of the Assets of a Corporation" under Treasury Department Regulation 1.409A-3(i)(5), as revised from time to time, and in the event that such regulations are withdrawn or such phrase (or a substantially similar phrase) ceases to be defined, as determined by the Committee. In the event of a Change in Control, a Director's original distribution election shall be followed.

8. Distribution on Death

If a Director should die before all amounts credited to the Director's Account shall have been paid in accordance with the Director's prior elections, the balance in such Account (including all unpaid installments if installment payments had been elected by the Director under paragraph 6) shall be paid as soon as practicable following the Director's death to the beneficiary designated in writing by the Director and filed with the Secretary of the Corporation. The payable balance shall be paid to the estate of the Director if (a) no such designation has been made or (b) the designated beneficiary shall have predeceased the Director and no further designation has been made. A Director may change the designated beneficiary at any time during the Director's lifetime by filing a subsequent designation in writing with the Secretary of the Corporation.

9. Miscellaneous

(a) The right of a Director to receive any amount credited to the Director's Account shall not be transferable or assignable by the Director, except by will or by the laws of descent and distribution. To the extent that any person acquires a right to receive any amount credited to a Director's Account hereunder, such right shall be no greater than that of an unsecured general creditor of the Corporation. Except as expressly provided herein, any person having an interest in any amount credited to a Director's Account under the Plan shall not be entitled to payment until the date the amount is due and payable. No person shall be entitled to anticipate any payment by assignment, alienation, sale, pledge, encumbrance or transfer in any form or manner prior to actual or constructive receipt thereof.

(b) The Corporation shall not be required to reserve or otherwise set aside funds or shares of Common Stock for the payment of its obligations hereunder.

(c) Prior to a Change in Control, the Committee shall interpret the Plan and make all determinations deemed necessary or desirable for the Plan's implementation. The determination of the Committee shall be conclusive. The Committee may obtain such advice or assistance as it deems appropriate from persons not serving on the Committee. The Senior Vice President responsible for Human Resources or other appropriate officer of the Corporation shall, prior to any Change in Control, name as Plan Administrator any person or entity (including, without limitation, a bank or trust company). Following a Change in Control, the Plan Administrator shall interpret the Plan and make all determinations deemed necessary or desirable for the Plan's implementation. The determination of the Plan Administrator shall be conclusive. The Corporation shall provide the Plan Administrator with such records and information as are necessary for the proper administration of the Plan. The Plan Administrator shall rely on such records and other information as the Plan Administrator shall in its judgment deem necessary or appropriate in determining the eligibility of a Director and the amount payable to a Director under the Plan.

(d) The Board may at any time amend or terminate the Plan, provided that no amendment or termination shall impair the rights of a Director with respect to amounts then credited to the Director's Account. To the extent that earnings on contributions to a Director's Account are determined by reference to a stated interest rate, the Board may change the interest rate (either up or down), even if the underlying contribution was credited to the Director's Account in a prior year.

(e) Each Director participating in the Plan will receive a statement at least quarterly indicating the amounts credited to the Director's Account as of the end of the preceding calendar quarter.

(f) If adjustments are made to outstanding shares of Common Stock as a result of stock dividends, split-ups, recapitalizations, mergers, consolidations and the like, an appropriate adjustment will also be made in the number of shares or equivalent shares of Common Stock credited to the Director's Account. If adjustments are made to outstanding shares of Honeywell common stock as a result of stock dividends, split-ups, recapitalizations, mergers, consolidations

and the like, an appropriate adjustment will also be made in the number of shares or equivalent shares of Honeywell common stock credited to the Director's Account.

(g) To the extent that rights or payments under the Plan are subject to Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), the Plan shall be construed and administered in compliance with the requirements of Section 409A and regulations and other guidance issued pursuant to Section 409A. Any distribution election that would not comply with Section 409A shall not be effective for purposes of the Plan. To the extent that a provision of the Plan does not comply with Section 409A, such provision shall be void and without effect. The Corporation does not warrant that the Plan will comply with Section 409A with respect to any Director participating in the Plan or with respect to any payment. In no event shall the Corporation or any subsidiary thereof, any director, officer, or employee of the Corporation or any subsidiary thereof (other than the Director participating in the Plan), or any member of the Committee be liable for any additional tax, interest, or penalty incurred by a Director participating in the Plan or beneficiary thereof as a result of the Plan's failure to satisfy the requirements of Section 409A, or as a result of the Plan's failure to satisfy any other requirements of applicable tax laws. All payments to be made upon a termination of service under the Plan may only be made upon a "separation from service" under Section 409A to the extent necessary to avoid the imposition of penalty taxes on the Director participating in the Plan pursuant to Section 409A. For purposes of Section 409A, each payment made under this Plan will be treated as a separate payment. In no event may any Director participating in the Plan, directly or indirectly, designate the calendar year of any payment under the Plan.

(h) Any action in connection with the Plan must be filed in the U.S. District Court for the District of Arizona.

2026 STOCK INCENTIVE PLAN OF HONEYWELL AEROSPACE INC. AND ITS AFFILIATES

DIRECTOR RESTRICTED STOCK UNIT AGREEMENT

This RESTRICTED STOCK UNIT AGREEMENT made, as of **###GRANT_DATE###** ("Grant Date"), between Honeywell Aerospace Inc. (the "Company") and **###PARTICIPANT_NAME###** ("Director").

1. **Grant of Award.** The Company has granted you **###TOTAL_AWARDS###** Restricted Stock Units, subject to the provisions of this Agreement and the 2026 Stock Incentive Plan of Honeywell Aerospace Inc. and its Affiliates (the "Plan"). The Company will hold the Restricted Stock Units and Additional Restricted Stock Units (as defined in Section 2) in a bookkeeping account on your behalf until they become payable or are forfeited or cancelled.

   The Restricted Stock Unit Plan Details for this grant can be found on the Morgan Stanley StockPlan Connect website at www.stockplanconnect.com. The Company reserves the right to change or correct any information contained on the Morgan Stanley StockPlan Connect website to reflect the terms of the Award actually made by the Company on the Grant Date or the Plan.

2. **Dividend Equivalents.** Except as otherwise determined by the Nominating and Governance Committee (the "Committee"), in its sole discretion, you will earn Dividend Equivalents in an amount equal to the value of any cash or stock dividends paid by the Company upon one Share of Common Stock for each unvested Restricted Stock Unit or Additional Restricted Stock Unit (as defined below) credited to your bookkeeping account on a dividend payment date. In the case of cash dividends, the Company shall credit to your bookkeeping account, on each dividend payment date, an additional number of Restricted Stock Units ("Additional Restricted Stock Units") equal to (a) divided by (b), where (a) equals the total number of unvested Restricted Stock Units and Additional Restricted Stock Units, if any, subject to this Agreement on such date multiplied by the dollar amount of the cash dividend paid per Share of Common Stock on such date, and (b) equals the Fair Market Value of a Share on such date. If a dividend is paid to holders of Common Stock in Shares, the Company shall credit to you, on each dividend payment date, Additional Restricted Stock Units equal to the total number of unvested Restricted Stock Units and Additional Restricted Stock Units subject to this Agreement on such date multiplied by the Share dividend paid per Share of Common Stock on such date. Additional Restricted Stock Units are subject to the same restrictions, including but not limited to vesting, transferability and payment restrictions, that apply to the Restricted Stock Units to which they relate.

3. **Payment Amount.** Each Restricted Stock Unit and Additional Restricted Stock Unit represents one (1) Share of Common Stock.

4. **Vesting.** Except in the event of the termination of your directorship due to death or Disability, the occurrence of a Change in Control, or your voluntary termination on or after ten years as a Board member in good standing (as determined in the sole and absolute discretion of the Committee), the Restricted Stock Units and Additional Restricted Stock Units will vest as follows:

   ###VEST_SCHEDULE_TABLE###

5. **Form and Timing of Payment.** Vested Restricted Stock Units will be redeemed solely for Shares. Except as otherwise determined by the Committee, in its sole discretion, vested Additional Restricted Stock Units will be redeemed solely for Shares. Payment of vested Restricted Stock Units and Additional Restricted Stock Units will be made as soon as practicable following the applicable vesting date but in no event later than two and one-half (2-1/2) months following the end of the calendar year in which the vesting date occurs. As determined by the Company in its sole discretion prior to the vesting date, any fractional Shares may be paid in cash or rounded up or down to the nearest whole Share.

6. **Termination of Directorship.** If you voluntarily terminate from director service on or after ten years as a Board member in good standing (as determined in the sole and absolute discretion of the Committee), the Restricted Stock Units and Additional Restricted Stock Units under this Agreement will, to the extent unvested, vest as of your termination date. If you terminate from director service for any reason other than your death, Disability, or voluntarily on or after ten years as a Board member in good standing (as determined in the sole and absolute discretion of the Committee), any Restricted Stock Units and Additional Restricted Stock Units that have not vested as of the date of the termination of your directorship will immediately be forfeited, and your rights with respect to these Restricted Stock Units and Additional Restricted Stock Units will end.

7. **Death or Disability.** If you cease to be a director of the Company because of your death or Disability, any vesting restrictions on Restricted Stock Units and Additional Restricted Stock Units will lapse, and payment will be made in accordance with Section 5. If you are deceased, the Company will make a payment to your estate only after the Committee has determined that the payee is the duly appointed executor or administrator of your estate.

8. **Change in Control.** In the event of a Change in Control, Restricted Stock Units and Additional Restricted Stock Units that have not vested or terminated as of the date of Change in Control will immediately vest.

9. **Withholdings.** The Company shall have the power and the right to deduct or withhold, or require you to remit, prior to any issuance or delivery of Shares on Restricted Stock Units or Additional Restricted Stock Units, an amount sufficient to satisfy taxes imposed under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gain taxes, transfer taxes, and social security

contributions, and National Insurance Contributions, that are required by law to be withheld as determined by the Company.

10. **Transfer of Award.** You may not transfer the Restricted Stock Units, Additional Restricted Stock Units or any interest in such Units except by will or the laws of descent and distribution. Any other attempt to dispose of your interest will be null and void.

11. **Restrictions on Payment of Shares.** Payment of Shares for your Restricted Stock Units and Additional Restricted Stock Units is subject to the conditions that, to the extent required at the time of exercise, (i) the Shares underlying the Restricted Stock Units and Additional Restricted Stock Units shall be duly listed, upon official notice of redemption, upon The Nasdaq Stock Market LLC ("Nasdaq"), and (ii) a Registration Statement under the Securities Act of 1933 with respect to the Shares shall be effective. The Company shall not be required to deliver any Common Stock until all applicable federal and state laws and regulations have been complied with and all legal matters in connection with the issuance and delivery of the Shares have been approved by counsel for the Company.

12. **Adjustments.** Any adjustments to the Restricted Stock Units and Additional Restricted Stock Units will be governed by Section 5.4 of the Plan.

13. **Disposition of Securities.** By accepting the Award, you acknowledge that you have read and understand (i) the Company's policy, and are aware of and understand your obligations under applicable securities laws in respect of trading in the Company's securities, and (ii) the Company's stock ownership guidelines as they apply to this Award. The Company shall have the right to recover, or receive reimbursement for, any compensation or profit you realize on the disposition of Shares received for Restricted Stock Units or Additional Restricted Stock Units to the extent that the Company has a right of recovery or reimbursement under applicable securities laws.

14. **Plan Terms Govern.** The vesting and redemption of Restricted Stock Units or Additional Restricted Stock Units, the disposition of any Shares received for Restricted Stock Units or Additional Restricted Stock Units, the treatment of gain on the disposition of these Shares, and the treatment of Dividend Equivalents are subject to the provisions of the Plan and any rules that the Committee may prescribe. The Plan document, as may be amended from time to time, is incorporated into this Agreement. Capitalized terms used in this Agreement have the meaning set forth in the Plan, unless otherwise stated in this Agreement. In the event of any conflict between the terms of the Plan and the terms of this Agreement, the Plan will control. By accepting the Award, you acknowledge that the Plan and the Plan prospectus, as in effect on the date of this Agreement, have been made available to you for your review.

15. **Personal Data.**

    a. By entering into this Agreement, and as a condition of the grant of the Restricted Stock Units, you expressly consent to the collection, use, and transfer of personal data

as described in this Section to the full extent permitted by and in full compliance with applicable law.

b. You understand that the Company holds, by means of an automated data file, certain personal information about you, including, but not limited to, name, home address and telephone number, date of birth, social insurance number, salary, nationality, job title, any shares or directorships held, details of all restricted units or other entitlement to shares awarded, canceled, exercised, vested, unvested, or outstanding in your favor, for the purpose of managing and administering the Plan ("Data").

c. You further understand that part or all of your Data may be also held by the Company's Affiliates, pursuant to a transfer made in the past with your consent, in respect of any previous grant of restricted units or awards, which was made for the same purposes of managing and administering of previous award/incentive plans, or for other purposes.

d. You further understand that the Company and its Affiliates will transfer Data among themselves as necessary for the purposes of implementation, administration, and management of your participation in the Plan, and that the Company or its Affiliates may transfer data among themselves, and/or each, in turn, further transfer Data to any third parties assisting the Company in the implementation, administration, and management of the Plan ("Data Recipients").

e. You understand that the Company or its Affiliates, as well as the Data Recipients, are or may be located in your country of residence or elsewhere, such as the United States. You authorize the Company or its Affiliates, as well as the Data Recipients, to receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan, including any transfer of such Data, as may be required for the administration of the Plan and/or the subsequent holding of Shares on your behalf, to a broker or third party with whom the Shares may be deposited.

f. You understand that you may show your opposition to the processing and transfer of your Data, and, may at any time, review the Data, request that any necessary amendments be made to it, or withdraw your consent herein in writing by contacting the Company. You further understand that withdrawing consent may affect your ability to participate in the Plan.

16. Discretionary Nature and Acceptance of Award. By accepting this Award, you agree to be bound by the terms of this Agreement and acknowledge that:

a. The Company is granting your Restricted Stock Units and Additional Restricted Stock Units, and this Agreement is not derived from any preexisting labor relationship between you and the Company, but rather from a mercantile relationship.

b. The Company may administer the Plan from outside your country of residence and United States law will govern all Restricted Stock Units and Additional Restricted Stock Units granted under the Plan.

c. Benefits and rights provided under the Plan do not constitute regular or periodic payments.

17. Limitations. Payment of your Restricted Stock Units and Additional Restricted Stock Units is not secured by a trust, insurance contract or other funding medium, and you do not have any interest in any fund or specific asset of the Company by reason of this Award or the account established on your behalf. You have no rights as a shareowner of the Company pursuant to the Restricted Stock Units or Additional Restricted Stock Units until Shares are actually delivered to you.

18. Incorporation of Other Agreements. This Agreement and the Plan constitute the entire understanding between you and the Company regarding the Restricted Stock Units. This Agreement supersedes any prior agreements, commitments or negotiations concerning the Restricted Stock Units and the Additional Restricted Stock Units.

19. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which will remain in full force and effect. Moreover, if any provision is found to be excessively broad in duration, scope or covered activity, the provision will be construed so as to be enforceable to the maximum extent compatible with applicable law.

20. Governing Law; Venue. The Plan, this Agreement, and all determinations made and actions taken under the Plan or this Agreement shall be governed by the internal substantive laws, and not the choice of law rules, of the State of Delaware and construed accordingly, to the extent not superseded by applicable federal law. Any claims under the Plan with respect to the Restricted Stock Units and Additional Restricted Stock Units governed by this Agreement or under this Agreement shall be brought exclusively in the state or federal courts located within the State of Delaware, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts.

21. Agreement Changes. The Company reserves the right to change the terms of this Agreement and the Plan without your consent to the extent necessary or desirable to comply with the requirements of Code section 409A, the Treasury regulations and other guidance thereunder.

22. Acknowledgements and Acceptance. By accepting this Agreement, you agree that: (i) you have carefully read, fully understand and agree to all of the terms and conditions described in this Agreement, the Plan, the Plan's prospectus and all accompanying documentation; and (ii) you understand and agree that this Agreement and the Plan constitute the entire understanding between you and the Company regarding the Restricted Stock Units, and that any prior agreements, commitments or negotiations concerning the Restricted Stock Units are replaced and superseded.

To retain this Award, you must accept it on the Morgan Stanley Stock Plan Connect website.

Date Accepted: ###ACCEPTANCE_DATE###

Exhibit 99.1

HONEYWELL AEROSPACE INC.
(Dollars in millions)

Condensed Combined Statements of Operations
(Unaudited)

	Q1 2025	Q2 2025	Q3 2025	Q4 2025	FY 2025
Product Sales	$ 2,233	$ 2,425	$ 2,533	$ 2,794	$ 9,985
Service Sales	1,841	1,864	2,000	1,714	7,419
Total Net sales	**4,074**	**4,289**	**4,533**	**4,508**	**17,404**
Costs, expenses and other					
Cost of products sold	1,635	1,837	1,950	2,128	7,550
Cost of services sold	916	888	926	1,061	3,791
Total cost of products and services sold	**2,551**	**2,725**	**2,876**	**3,189**	**11,341**
Research and development expenses	167	167	186	157	677
Selling, general and administrative expenses	365	383	441	481	1,670
Other expense, net	58	14	289	6	367
Total costs, expenses and other	**3,141**	**3,289**	**3,792**	**3,833**	**14,055**
Income before taxes	**933**	**1,000**	**741**	**675**	**3,349**
Income tax expenses	147	148	87	245	627
Net income	**786**	**852**	**654**	**430**	**2,722**
Less: Net income attributable to noncontrolling interest	9	8	10	8	35
Net income attributable to Honeywell Aerospace	**$ 777**	**$ 844**	**$ 644**	**$ 422**	**$ 2,687**

	Q1 2024	Q2 2024	Q3 2024	Q4 2024	FY 2024
Product Sales	$ 1,958	$ 1,993	$ 2,020	$ 2,164	$ 8,135
Service Sales	1,744	1,847	1,856	1,863	7,310
Total Net sales	**3,702**	**3,840**	**3,876**	**4,027**	**15,445**
Costs, expenses and other					
Cost of products sold	1,398	1,542	1,599	1,902	6,441
Cost of services sold	855	905	882	860	3,502
Total cost of products and services sold	**2,253**	**2,447**	**2,481**	**2,762**	**9,943**
Research and development expenses	139	131	149	148	567
Selling, general and administrative expenses	332	346	352	396	1,426
Other expense, net	38	32	24	47	141
Total costs, expenses and other	**2,762**	**2,956**	**3,006**	**3,353**	**12,077**
Income before taxes	**940**	**884**	**870**	**674**	**3,368**
Income tax expenses	146	136	134	103	519
Net income	**794**	**748**	**736**	**571**	**2,849**
Less: Net income attributable to noncontrolling interest	10	7	8	7	32
Net income attributable to Honeywell Aerospace	**$ 784**	**$ 741**	**$ 728**	**$ 564**	**$ 2,817**

HONEYWELL AEROSPACE INC.
(Dollars in millions)

Supplemental Quarterly Segment Information
(Unaudited)

	Q1 2025	Q2 2025	Q3 2025	Q4 2025	FY 2025
Net Sales by Reportable Segment					
Electronic Solutions	$ 1,550	$ 1,645	$ 1,708	$ 1,913	$ 6,816
Engines and Power Systems[1]	1,274	1,390	1,478	1,269	5,411
Control Systems	1,250	1,254	1,347	1,326	5,177
Total Net sales	**$ 4,074**	**$ 4,289**	**$ 4,533**	**$ 4,508**	**$ 17,404**
Net Sales by End Market					
Commercial Original Equipment	$ 632	$ 640	$ 642	$ 680	$ 2,594
Commercial Aftermarket[1]	1,857	1,881	2,084	1,839	7,661
Defense and Space	1,585	1,768	1,807	1,989	7,149
Total Net sales	**$ 4,074**	**$ 4,289**	**$ 4,533**	**$ 4,508**	**$ 17,404**
Net Income	**$ 786**	**$ 852**	**$ 654**	**$ 430**	**$ 2,722**
Segment Profit					
Electronic Solutions	$ 410	$ 475	$ 510	$ 593	$ 1,988
Engines and Power Systems[1]	193	256	299	(57)	691
Control Systems	447	361	376	339	1,523
Corporate and All Other	(10)	(26)	(34)	(47)	(117)
Total segment profit*	**$ 1,040**	**$ 1,066**	**$ 1,151**	**$ 828**	**$ 4,085**
Adjusted EBIT*					
Electronic Solutions	$ 410	$ 475	$ 510	$ 593	$ 1,988
Engines and Power Systems	193	256	299	316	1,064
Control Systems	447	361	376	339	1,523
Corporate and All Other	(10)	(26)	(34)	(47)	(117)
Adjusted EBIT*	**$ 1,040**	**$ 1,066**	**$ 1,151**	**$ 1,201**	**$ 4,458**

* Total segment profit, Adjusted EBIT, and Segment adjusted EBIT are non-GAAP measures. Refer to the appendix for reconciliation of non-GAAP measures.

[1] Reflects a reduction to Net sales and Segment profit by $312 million and $373 million, respectively, as a result of the settlement of the Flexjet-related litigation matters in the fourth quarter of 2025.

	Q1 2024	Q2 2024	Q3 2024	Q4 2024	FY 2024
Net Sales by Reportable Segment					
Electronic Solutions	$ 1,389	$ 1,372	$ 1,488	$ 1,776	$ 6,025
Engines and Power Systems[2]	1,206	1,306	1,248	971	4,731
Control Systems	1,107	1,162	1,140	1,280	4,689
Total Net sales	**$ 3,702**	**$ 3,840**	**$ 3,876**	**$ 4,027**	**$ 15,445**
Net Sales by End Market					
Commercial Original Equipment[2]	$ 672	$ 595	$ 626	$ 268	$ 2,161
Commercial Aftermarket	1,670	1,813	1,701	1,962	7,146
Defense and Space	1,360	1,432	1,549	1,797	6,138
Total Net sales	**$ 3,702**	**$ 3,840**	**$ 3,876**	**$ 4,027**	**$ 15,445**
Net Income	**$ 794**	**$ 748**	**$ 736**	**$ 571**	**$ 2,849**
Segment Profit/Adjusted EBIT					
Electronic Solutions	$ 436	$ 417	$ 485	$ 574	$ 1,912
Engines and Power Systems[2]	286	302	233	(129)	692
Control Systems	329	279	248	370	1,226
Corporate and All Other	(15)	(41)	(36)	(30)	(122)
Total segment profit/adjusted EBIT*	**$ 1,036**	**$ 957**	**$ 930**	**$ 785**	**$ 3,708**

* Total segment profit, Adjusted EBIT, and Segment adjusted EBIT are non-GAAP measures. Refer to the appendix for reconciliation of non-GAAP measures.

[2] Reflects a reduction to Net sales, Segment profit, and Adjusted EBIT of $372 million as a result of a strategic agreement with Bombardier in the fourth quarter 2024.

APPENDIX

Non-GAAP Financial Measures

The following information provides definitions and reconciliations of certain non-GAAP financial measures presented in this schedule to which this reconciliation is attached to the most directly comparable financial measures calculated and presented in accordance with generally accepted accounting principles (GAAP).

Management believes that, when considered together with reported amounts, these measures are useful to investors and management in understanding our ongoing operations and in the analysis of ongoing operating trends. These measures should be considered in addition to, and not as replacements for, the most comparable GAAP measure. Other companies may calculate these non-GAAP measures differently, limiting the usefulness of these measures for comparative purposes.

Management does not consider these non-GAAP measures in isolation or as an alternative to financial measures determined in accordance with GAAP. The principal limitations of these non-GAAP financial measures are that they exclude significant expenses and income that are required by GAAP to be recognized in the consolidated financial statements. In addition, they are subject to inherent limitations as they reflect the exercise of judgments by management about which expenses and income are excluded or included in determining these non-GAAP financial measures. Investors are urged to review the reconciliation of the non-GAAP financial measures to the comparable GAAP financial measures and not to rely on any single financial measure to evaluate Honeywell Aerospace's business.

HONEYWELL AEROSPACE INC.

Reconciliation of Organic Sales % Change
(Unaudited)

	Q1 2025 vs. Q1 2024	Q2 2025 vs. Q2 2024	Q3 2025 vs. Q3 2024	Q4 2025 vs. Q4 2024	FY 2025 vs. FY 2024
Honeywell Aerospace					
Reported sales percent change	**10%**	**12%**	**17%**	**12%**	**13%**
Less: Foreign currency translation	—%	—%	—%	—%	—%
Less: Acquisitions	5%	5%	3%	—%	3%
Less: Other[1]	—%	—%	—%	(8)%	(2)%
Organic sales percent change	**5%**	**7%**	**14%**	**20%**	**12%**
Electronic Solutions					
Reported sales percent change	**12%**	**20%**	**15%**	**8%**	**13%**
Less: Foreign currency translation	—%	—%	—%	1%	—%
Less: Acquisitions	13%	14%	7%	—%	8%
Less: Other	—%	—%	—%	—%	—%
Organic sales percent change	**(1)%**	**6%**	**8%**	**7%**	**5%**
Engines & Power Systems					
Reported sales percent change	**6%**	**7%**	**18%**	**31%**	**14%**
Less: Foreign currency translation	—%	1%	—%	1%	—%
Less: Acquisitions	—%	—%	—%	—%	—%
Less: Other[1]	—%	—%	—%	(32)%	(7)%
Organic sales percent change	**6%**	**6%**	**18%**	**62%**	**21%**
Control Systems					
Reported sales percent change	**13%**	**8%**	**18%**	**4%**	**10%**
Less: Foreign currency translation	—%	—%	—%	1%	—%
Less: Acquisitions	—%	—%	—%	—%	—%
Less: Other	—%	—%	—%	—%	—%
Organic sales percent change	**13%**	**8%**	**18%**	**3%**	**10%**

[1] Includes the fourth quarter 2025 Flexjet-related litigation matters considered to be unusual, infrequent, and not indicative of the Company's ongoing performance.

We define organic sales growth as the year-over-year change in reported Net sales relative to the comparable period, excluding the impact on sales from foreign currency translation and acquisitions, net of divestitures, for the first 12 months following the transaction date, and other items that are unusual and non-recurring in nature (e.g., impact of comprehensive settlement related to Flexjet litigation). We believe this measure is useful to investors and management in understanding our ongoing operations and in analysis of ongoing operating trends.

HONEYWELL AEROSPACE INC.
(Dollars in millions)

Reconciliation of Net Income to Total Segment Profit and Adjusted EBIT and Reconciliation of Segment Profit to Segment Adjusted EBIT
(Unaudited)

	Q1 2025	Q2 2025	Q3 2025	Q4 2025	FY 2025
Net Income	**$ 786**	**$ 852**	**$ 654**	**$ 430**	**$ 2,722**
Income tax expense	147	148	87	245	627
Amortization of acquisition-related intangibles[1]	17	17	3	15	52
Stock compensation expense[2]	24	22	16	21	83
Environmental remediation expense[3]	81	24	258	26	389
Transaction costs[4]	—	17	143	109	269
Other, net[5]	(15)	(14)	(10)	(18)	(57)
Total segment profit	**$ 1,040**	**$ 1,066**	**$ 1,151**	**$ 828**	**$ 4,085**
Flexjet-related litigation settlement[6]	—	—	—	373	373
Adjusted EBIT	**$ 1,040**	**$ 1,066**	**$ 1,151**	**$ 1,201**	**$ 4,458**

	Q1 2025		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit	**$ 410**	**$ 193**	**$ 447**
Flexjet-related litigation settlement	—	—	—
Segment Adjusted EBIT	**$ 410**	**$ 193**	**$ 447**

	Q2 2025		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit	**$ 475**	**$ 256**	**$ 361**
Flexjet-related litigation settlement	—	—	—
Segment Adjusted EBIT	**$ 475**	**$ 256**	**$ 361**

	Q3 2025		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit	**$ 510**	**$ 299**	**$ 376**
Flexjet-related litigation settlement	—	—	—
Segment Adjusted EBIT	**$ 510**	**$ 299**	**$ 376**

	Q4 2025		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit	**$ 593**	**$ (57)**	**$ 339**
Flexjet-related litigation settlement[6]	—	373	—
Segment Adjusted EBIT	**$ 593**	**$ 316**	**$ 339**

	FY 2025		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit	**$ 1,988**	**$ 691**	**$ 1,523**
Flexjet-related litigation settlement[6]	—	373	—
Segment Adjusted EBIT	**$ 1,988**	**$ 1,064**	**$ 1,523**

1 Amounts included in Cost of products and services sold and Selling, general and administrative.
2 Amounts included in Selling, general and administrative expenses.
3 Amounts included in Cost of products and services sold and Other expense, net.
4 Amounts included in Selling, general and administrative expenses and Other expense, net.
5 Amounts include pension (income) expense and repositioning and other charges.
6 Amounts included in Net sales and Cost of services sold of $312 million and $61 million, respectively.

HONEYWELL AEROSPACE INC.
(Dollars in millions)

Reconciliation of Net Income to Total Segment Profit and Adjusted EBIT and Reconciliation of Segment Profit to Segment Adjusted EBIT
(Unaudited)

	Q1 2024	Q2 2024	Q3 2024	Q4 2024	FY 2024
Net Income	**$ 794**	**$ 748**	**$ 736**	**$ 571**	**$ 2,849**
Income tax expense	146	136	134	103	519
Amortization of acquisition-related intangibles[1]	8	8	8	10	34
Stock compensation expense[2]	17	18	20	19	74
Environmental remediation expense[3]	67	49	49	70	235
Other, net[4]	4	(2)	(17)	12	(3)
Total segment profit/adjusted EBIT	**$ 1,036**	**$ 957**	**$ 930**	**$ 785**	**$ 3,708**

	Q1 2024		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit/Segment adjusted EBIT	**$ 436**	**$ 286**	**$ 329**

	Q2 2024		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit/Segment adjusted EBIT	**$ 417**	**$ 302**	**$ 279**

	Q3 2024		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit/Segment adjusted EBIT	**$ 485**	**$ 233**	**$ 248**

	Q4 2024		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit/Segment adjusted EBIT	**$ 574**	**$ (129)**	**$ 370**

	FY 2024		
	Electronic Solutions	Engines & Power Systems	Control Systems
Segment profit/Segment adjusted EBIT	**$ 1,912**	**$ 692**	**$ 1,226**

1 Amounts included in Cost of products and services sold and Selling, general and administrative.

2 Amounts included in Selling, general and administrative expenses.

3 Amounts included in Cost of products and services sold and Other expense, net.

4 Amounts include pension (income) expense and repositioning and other charges.

We define Total segment profit as Net income, excluding taxes, interest, amortization of acquisition-related intangibles, stock compensation expense, environmental remediation expense, pension income (expense), repositioning and other charges, transaction costs, expenses associated with the Honeywell trademark license, and other items within Other expense, net. We define Adjusted EBIT as Net income excluding taxes, interest, amortization of acquisition-related intangibles, stock compensation expense, environmental remediation expense, pension income (expense), repositioning and other charges, transaction costs, expenses associated with the Honeywell trademark license, other items within Other expense, net, and other items that are unusual or non-recurring in nature, including but not limited to impairment charges and litigation charges (e.g., comprehensive settlement related to Flexjet litigation). We define Segment Adjusted EBIT as Income before taxes excluding interest, amortization of acquisition-related intangibles, stock compensation expense, environmental remediation expense, pension income (expense), repositioning and other charges, transaction costs, expenses associated with the Honeywell trademark license, other items within Other expense, net, and other items that are otherwise of an unusual or non-recurring in nature, including but not limited to impairment charges and litigation charges (e.g., comprehensive settlement related to Flexjet litigation). We believe these measures are useful to investors as they provide greater transparency with respect to supplemental information used by management in its financial and operational decision making, as well as understanding ongoing operating trends.

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Honeywell Aerospace completes spin-off from Honeywell Technologies and begins trading on Nasdaq

- *Establishes Honeywell Aerospace as an independent, global leader in the aerospace and defense industry*
- *Positions the company to deliver long-term profitable growth by expanding market leadership, investing in innovation, and strengthening operational capabilities*
- *Shares begin trading today on Nasdaq under the ticker symbol "HONA"*
- *Released supplemental historical quarterly financial information*

PHOENIX, June 29, 2026 – Honeywell Aerospace Inc. (“Honeywell Aerospace”, Nasdaq: HONA), a leading global tier-1 aerospace and defense supplier of mission critical systems and technologies, today celebrates its first day as an independent, publicly traded company following the completion of its spin-off from Honeywell International Inc. (“Honeywell Technologies”, Nasdaq: HON). Shares of Honeywell Aerospace will begin trading on the Nasdaq Stock Market effective at the market opening.

Honeywell Aerospace builds on a heritage of industry-defining innovations that began with the invention of the first autopilot in 1914. Its differentiated technologies scale across platforms and attractive end markets as it utilizes a "develop once, deploy everywhere" approach to innovation. The company launches with more than 36,000 employees who deliver safe, efficient and reliable solutions to over 10,000 global customers.

“Today marks the start of a new era for Honeywell Aerospace,” said Jim Currier, Chief Executive Officer of Honeywell Aerospace. “As an independent aerospace and defense company, we are fully dedicated to our mission to protect and advance the promise of flight to create a safer, more connected world. We are poised to deliver significant value for our customers and shareholders by leveraging a best-in-class operating system to expand our leading market positions, investing in our supply base and innovation to drive profitable growth, and pursuing disciplined capital allocation backed by a strong balance sheet.”

The spin-off was completed through the distribution by Honeywell Technologies of all shares of Honeywell Aerospace common stock. Each Honeywell Technologies shareholder of record as of the close of business on June 15, 2026, is receiving one share of Honeywell Aerospace common stock for every two shares of Honeywell Technologies common stock owned. Shareholders will receive cash in lieu of fractional shares of Honeywell Aerospace common stock.

Supplemental historical quarterly financial information

Honeywell Aerospace released select quarterly financial information for fiscal years 2024 and 2025 in a Form 8-K filed with the SEC.

About Honeywell Aerospace

Honeywell Aerospace (Nasdaq: HONA) is an independent global aerospace and defense company whose critical technologies are broadly deployed on the world's leading commercial air transport, business aviation, defense and space platforms. These integrated solutions enable safer, more efficient, and more reliable missions. Headquartered in Phoenix, Arizona, the company employs more than 36,000 people globally and supports more than 10,000 customers. With a broad portfolio spanning avionics and navigation systems, engines and power systems, and control systems for aircraft, Honeywell Aerospace combines commitment and deep engineering expertise to drive innovation and long-term value for the aerospace industry. For more information, visit www.honeywellaerospace.com or follow Honeywell Aerospace on LinkedIn.

Additional information

Honeywell Aerospace uses our Investor Relations website, investor.honeywellaerospace.com, as a means of disclosing information which may be of interest or material to our investors and for complying with disclosure obligations under Regulation FD. Accordingly, investors should monitor our Investor Relations website, in addition to following our press releases, SEC filings, public conference calls, webcasts, and social media.

Forward-looking statements

Certain statements in this release are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are those that address activities, events, or developments that management intends, expects, projects, believes, or anticipates will or may occur in the future. They are based on management's assumptions and assessments in light of past experience and trends, current economic and industry conditions, expected future developments, and other relevant factors, many of which are difficult to predict and outside of our control. They are not guarantees of future performance, and actual results, developments and business decisions may differ significantly from those envisaged by our forward-looking statements. We do not undertake to update or revise any of our forward-looking statements, except as required by applicable securities law. Our forward-looking statements are also subject to material risks and uncertainties, including ongoing macroeconomic and geopolitical risks, such as changes in or application of trade and tax laws and policies, including the impacts of tariffs and other trade barriers and restrictions, lower GDP growth or recession in the U.S. or globally, supply chain disruptions, capital markets volatility, inflation, and certain regional conflicts, that can affect our performance in both the near- and long-term. In addition, no assurance can be given that any plan, initiative, projection, goal, commitment, expectation, or prospect set forth in this release can or will be achieved. Some of the important factors that could cause Honeywell Aerospace's actual results to differ materially from those projected in any such forward-looking statements include, but are not limited to: (i) the possibility that the spin-off transaction will not achieve its intended benefits; (ii) the impact of the spin-off transaction on Honeywell Aerospace's businesses and the risk that the spin-off transactions may be more difficult, time-consuming or costly than expected, including the impact on Honeywell Aerospace's resources, systems, procedures and controls, diversion of management's attention and the impact on, and possible disruption of, relationships with regulators, customers, suppliers, employees and other business counterparties; (iii) the possibility of disruption, including disputes, litigation or unanticipated costs, in connection with the spin-off transaction; (iv) the uncertainty of the expected financial performance of Honeywell Aerospace following completion of the spin-off transaction; (v) the ability to achieve anticipated tax treatments in connection with the spin-off transaction and future, if any, divestitures, mergers, acquisitions and other portfolio changes and the impact of changes in relevant tax and other laws; (vi) the failure to realize expected benefits and effectively manage and achieve anticipated synergies and operational efficiencies in connection with the spin-off transaction and completed and future, if any, divestitures, mergers, acquisitions, and other portfolio management, productivity and infrastructure actions; (vii) indebtedness incurred in the financing transactions undertaken in connection with the spin-off and risks associated with additional indebtedness; and (viii) the risk that incremental costs of operating on a standalone basis (including the loss of synergies), costs of restructuring transactions and other costs incurred in connection with the spin-off transaction will exceed Honeywell Aerospace's estimates. These forward-looking statements should be considered in light of the information included in this release, our final information statement, dated June 15, 2026, and other filings with the SEC. Any forward-looking plans described herein are not final and may be modified or abandoned at any time.