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 INTERNATIONAL INC.

(Exact name of Registrant as specified in its Charter)

Delaware	1-8974	22-2640650
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

855 S. MINT STREET, CHARLOTTE, NC	28202
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (704) 627-6200

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 $1 per share	HON	The Nasdaq Stock Market LLC
3.375% Senior Notes due 2030	HON 30	The Nasdaq Stock Market LLC
0.750% Senior Notes due 2032	HON 32	The Nasdaq Stock Market LLC
3.750% Senior Notes due 2032	HON 32A	The Nasdaq Stock Market LLC
4.125% Senior Notes due 2034	HON 34	The Nasdaq Stock Market LLC
3.750% Senior Notes due 2036	HON 36	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 (the "Company") previously announced plan to spin off its Aerospace Technologies business into an independent, publicly traded company (the "Spin-Off"), the Company entered into certain 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 Aerospace Inc. ("Honeywell Aerospace") following the Spin-Off, including the allocation between the Company and Honeywell Aerospace of the Company's and Honeywell Aerospace's assets, liabilities and obligations. On June 25, 2026, the Company entered into a Trademark License Agreement (as described below) with Honeywell Aerospace and Honeywell Aerospace IP Holdings Inc., a wholly owned subsidiary of Honeywell Aerospace. On June 29, 2026, the Company entered into certain other definitive agreements with Honeywell Aerospace, including a Separation and Distribution Agreement and a Tax Matters Agreement (each as described below).

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

The Company did not issue fractional shares of Aerospace 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, the Company does not beneficially own any shares of Aerospace Common Stock and will no longer consolidate Honeywell Aerospace within the Company's financial results.

Separation and Distribution Agreement

The Separation and Distribution Agreement sets forth, among other things, the Company's agreement with Honeywell Aerospace 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 Aerospace 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 Honeywell Aerospace's Information Statement (the "Information Statement"), which is included as Exhibit 99.1 to Honeywell Aerospace'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.

Tax Matters Agreement

The Tax Matters Agreement governs the Company's and Honeywell Aerospace'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 provides special rules that allocate tax liabilities in the event either (i) the share 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 10.1 hereto and is incorporated into this Item 1.01 by reference.

Trademark License Agreement

Pursuant to the Trademark License Agreement, the Company granted to Honeywell Aerospace IP Holdings Inc. (the "Licensee"), a wholly owned subsidiary of Honeywell Aerospace, a license to use “Honeywell Aerospace” and certain other trademarks in its operation of the Aerospace business, and the Licensee may sublicense such rights to Honeywell Aerospace and certain of 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 the Company 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, Honeywell Aerospace will pay the Company certain fees to use such trademarks in its operation of the Aerospace business over a specified period. 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. Such 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 10.2 hereto and is incorporated into this Item 1.01 by reference.

Item 2.01 Completion of Material Acquisition or Disposition of Assets.

The information set forth in Item 1.01 of this Current Report on Form 8-K and the Separation and Distribution Agreement attached hereto as Exhibit 2.1 are incorporated into this Item 2.01 by reference.

Item 2.02 Results of Operations and Financial Condition.

In connection with the completion of the Spin-Off, the Company’s Aerospace Technologies business will be reported as discontinued operations beginning in the third quarter of 2026, and retrospectively for all comparative periods reported. Corporate expenses historically allocated to Aerospace Technologies and not eligible to be part of discontinued operations are now included in Corporate and All Other in the supplemental information furnished herewith.

Attached as Exhibit 99.2 is a supplemental schedule containing unaudited segment information for the three month period ended March 31, 2026, the three month periods ended March 31, June 30, September 30, and December 31 in each of 2025 and 2024, and the years ended December 31, 2025 and 2024, recast on the basis of the presentation of the Aerospace Technologies business as discontinued operations beginning with the quarter ended September 30, 2026. The historical financial information also reflects the removal of the previously consolidated results of Quantinuum Inc. (“Quantinuum”), as Quantinuum no longer meets the definition of an operating segment following the deconsolidation of Quantinuum in the second quarter of 2026.

To provide supplemental historical information on a basis consistent with the Spin-Off, Exhibit 99.2 includes certain non-GAAP supplemental historical business segment information to reflect the retrospective impacts of the Aerospace Technologies business which will be reported as discontinued operations.

The supplemental unaudited historical business segment information contained in Exhibit 99.2 does not represent a restatement or reissuance of previously issued financial statements and does not revise or update the Company’s previously reported consolidated results. The information furnished pursuant to this Item 2.02, including Exhibit 99.2, should be read in conjunction with the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, and the Company’s quarterly report on Form 10-Q for the quarterly period ended March 31, 2026.

The information contained in Item 2.02 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 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 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 29, 2026, Mr. James Currier resigned as an executive officer of the Company, effective as of immediately prior to and conditioned upon the consummation of the Spin-Off. Mr. Currier's decision to resign as an executive officer of the Company follows the earlier announcement that he will serve as the President and Chief Executive Officer of Honeywell Aerospace.

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

At 12:02 a.m., New York City time, on June 29, 2026, the previously announced reverse stock split of Company Common Stock became effective. As a result of the reverse stock split, every two shares of Company Common Stock issued and outstanding or held by Honeywell as treasury shares were automatically combined into one share of Company Common Stock and the number of authorized shares of Company Common Stock was reduced from 2 billion to 1 billion. The reverse stock split was effectuated by a certificate of amendment (the "Certificate of Amendment") to the Company's Amended and Restated Certificate of Incorporation, which the Company filed with the Secretary of State of the State of Delaware on June 26, 2026. The Company Common Stock will be trading on a split-adjusted basis on Nasdaq at the commencement of trading on June 29, 2026 under the Company's existing trading symbol "HON". The new CUSIP number for the Company Common Stock is 438516205.

No fractional shares were issued in connection with the reverse stock split. As soon as practicable after the effective time of the reverse stock split, the Company's transfer agent will aggregate any fractional shares into whole shares and sell the whole shares at the then-prevailing trading prices in the open market on behalf of those shareowners who would otherwise be entitled to receive a fractional share, and after the Company's transfer agent's completion of such sale, such shareowners will receive a cash payment (without interest or deduction) from the Company's transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale and, where shares are held in certificated form, upon the surrender of such shareowners' stock certificates.

If any shareowner's shares of Company Common Stock are held in certificated form, that shareowner will receive a transmittal letter from the Company's transfer agent as soon as practicable after the effective time of the reverse stock split. The transmittal letter will be accompanied by instructions specifying how the shareowner may exchange its certificates representing the pre-split shares of Company Common Stock for a statement of holding (as described below). When a shareowner submits its stock certificates, the post-split shares of Company Common Stock will be held electronically in book-entry form. This means that, instead of receiving a new stock certificate, that shareowner will receive a statement of holding that indicates the number of post-split shares of Company Common Stock held in book-entry form. The Company will no longer issue physical stock certificates, unless a stock certificate is specifically requested by a shareowner in accordance with the Company's By-laws. In addition, a proportionate adjustment will be made to the per share exercise price and number of shares issuable under all of the Company's outstanding equity awards to purchase shares of Honeywell common stock, and the number of shares authorized and reserved for issuance pursuant to the Company's equity incentive plan will be reduced proportionately.

The above description of the Certificate of Amendment is a summary of the material terms thereof and is qualified in its entirety by reference to the Certificate of Amendment, a copy of which is attached hereto as Exhibit 3.1.

Item 7.01 Regulation FD Disclosure.

On June 29, 2026, the Company issued a press release announcing, among other things, the completion of the Spin-Off and the effectiveness of the reverse stock split of the Company Common Stock. A copy of the press release is attached hereto as Exhibit 99.1 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 99.1 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 9.01 Financial Statements and Exhibits

(b) Pro Forma Financial Information

The following unaudited pro forma financial information of the Company is attached hereto as Exhibit 99.3 and is incorporated herein by reference:

- Unaudited Pro Forma Condensed Consolidated Balance Sheet as of March 31, 2026;
- Unaudited Pro Forma Condensed Consolidated Statement of Operations for the three months ended March 31, 2026 and each of the years ended December 31, 2025, 2024 and 2023; and
- Notes to the Unaudited Pro Forma Condensed Consolidated Financial Statements.

(d) Exhibits

The following exhibits are filed as part of this report:

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	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Honeywell International Inc.
10.1	Tax Matters Agreement, dated as of June 29, 2026, by and between Honeywell International Inc. and Honeywell Aerospace Inc. [#]
10.2	Trademark License Agreement, dated as of June 25, 2026, by and between Honeywell International Inc., Honeywell Aerospace IP Holdings Inc., and Honeywell Aerospace Inc. [#]
99.1	Press Release of Honeywell International Inc., dated as of June 29, 2026 (furnished pursuant to Item 7.01 hereof)
99.2	Supplemental unaudited historical business segment information (furnished pursuant to Item 2.02 hereof)
99.3	Honeywell International Inc. Unaudited Pro Forma Condensed Consolidated Financial Information
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.

SIGNATURE

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 INTERNATIONAL INC.

By: /s/ Su Ping Lu
Su Ping Lu
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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ARTICLE X

MISCELLANEOUS

Exhibits

INDEX OF DEFINED TERMS

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.

* * * * *

[*End of page left intentionally blank*]

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

AMENDMENT TO
CERTIFICATE OF INCORPORATION

HONEYWELL INTERNATIONAL INC. (the "Corporation"), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify as follows:

FIRST: Upon the filing and effectiveness (the "Effective Time") pursuant to the DGCL of this Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Corporation, each two (2) shares of the common stock, par value $1.00 per share, of the Corporation ("Common Stock") issued and outstanding or held by the Corporation in treasury stock immediately prior to the Effective Time shall automatically be combined into one (1) validly issued, fully paid and non-assessable share of Common Stock without any further action by the Corporation or the holder thereof, subject to the treatment of fractional share interests as described below (the "Reverse Stock Split"). No fractional shares shall be issued at the Effective Time and, in lieu thereof, the Corporation's transfer agent shall aggregate all fractional shares and sell them as soon as practicable after the Effective Time at the then-prevailing prices on the open market, on behalf of those stockholders who would otherwise be entitled to receive a fractional share, and after the transfer agent's completion of such sale, stockholders shall receive a cash payment (without interest or deduction) from the transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale and, where shares are held in certificated form, upon the surrender of the stockholder's Old Certificates (as defined below). Each certificate that immediately prior to the Effective Time represented shares of Common Stock ("Old Certificates"), shall thereafter represent that number of shares of Common Stock into which the shares of Common Stock represented by the Old Certificate shall have been combined, subject to the elimination of fractional share interests as described above.

SECOND: Upon the Effective Time, the FOURTH paragraph of the Corporation's Amended and Restated Certificate of Incorporation is hereby amended to read in its entirety as set forth below:

> 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 $1.00 per share ("Common Shares"), and 40,000,000 shares shall be Preferred Stock, without par value ("Preferred Stock").

THIRD: This Certificate of Amendment shall become effective as of June 29, 2026 at 12:02 a.m. (New York City time).

FOURTH: This Certificate of Amendment was duly adopted in accordance with Section 242 of the DGCL.

IN WITNESS WHEREOF, this Certificate of Amendment has been signed on behalf of the Corporation by its duly authorized officer on this 26th day of June, 2026.

HONEYWELL INTERNATIONAL INC.

By: /s/ Su Ping Lu
Name: Su Ping Lu
Title: Senior Vice President, General Counsel and Corporate Secretary

EXECUTION VERSION

TAX MATTERS AGREEMENT

by and between

Honeywell International Inc.

and

Honeywell Aerospace Inc.

Dated as of June 29, 2026

TABLE OF CONTENTS

EXHIBITS

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

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 (6th) 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 (4th) anniversary of the Distribution Date, whereupon Licensor shall be required to pay to Licensee $250 million ($250,000,000) on or before the sixth (6th) 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

Exhibit 99.1

Contacts:

Media	**Investor Relations**
Stacey Jones	Mark Macaluso
(980) 378-6258	(704) 627-6118
Stacey.Jones@honeywell.com	Mark.Macaluso@honeywell.com

HONEYWELL TECHNOLOGIES LAUNCHES AS INDEPENDENT, PURE-PLAY AUTOMATION COMPANY FOLLOWING COMPLETION OF HONEYWELL AEROSPACE SPIN-OFF

- *Marks completion of Honeywell's plan to create three independent, focused market leaders*
- *Honeywell Technologies will continue to trade on Nasdaq under the ticker symbol "HON"*
- *Honeywell Aerospace will begin trading today on Nasdaq under the ticker symbol "HONA"*
- *Reverse stock split for shares of Honeywell Technologies effective today*

CHARLOTTE, N.C., June 29, 2026 – Honeywell Technologies **(NASDAQ: HON)** today announced it has completed the previously announced spin-off of its Aerospace Technologies business, which now operates as Honeywell Aerospace. Honeywell Technologies will continue to trade "regular way" on the Nasdaq Stock Market LLC ("Nasdaq") under the ticker symbol "HON," and shares of Honeywell Aerospace common stock will begin trading "regular way" on Nasdaq under the ticker symbol "HONA," effective at the market opening today.

"Today is a defining moment in Honeywell's legacy," said Vimal Kapur, Chairman and CEO of Honeywell Technologies. "With the completion of this separation, we have successfully transformed Honeywell into three independent, industry-leading companies: Honeywell Technologies, Honeywell Aerospace and Solstice Advanced Materials. Each company is built around a distinct strategy with greater focus and financial flexibility to pursue a long-term growth agenda."

Kapur added, "This milestone is the culmination of years of disciplined execution and marks the conclusion of the portfolio transformation we began in 2023. As standalone companies, Honeywell Technologies and Honeywell Aerospace are uniquely positioned to accelerate innovation, invest with greater precision and capitalize on the value creation opportunities in our respective industries. We are confident each company is strongly positioned to create enduring value for decades to come."

Honeywell Technologies is now uniquely positioned to lead the industrial sector's transition from automation to autonomy with a portfolio that spans the building, process and industrial sectors. By pairing its deep domain expertise with decades of data from its vast global installed base, Honeywell Technologies is delivering mission-critical outcomes for customers through services, solutions and products that enable safety, productivity, efficiency and uptime.

The spin-off was completed through the distribution, effective as of today at 12:01 a.m. New York City time, of all of the issued and outstanding shares of Honeywell Aerospace common stock to Honeywell Technologies shareowners of record on the basis of one share of Honeywell Aerospace common stock for every two shares of Honeywell Technologies common stock held as of the close of business on June 15, 2026, the record date for the distribution. Honeywell Technologies shareowners of record will receive cash in lieu of any fractional shares to which they would otherwise be entitled.

Information on the spin-off and prior transactions can be found in the “About Our Spin-offs” section of Honeywell Technologies’ investor relations website at investor.honeywell.com.

Reverse Stock Split

Honeywell Technologies also announced today that it has completed the previously announced reverse stock split of Honeywell Technologies common stock at a ratio of 1-for-2 and a proportionate reduction in the number of authorized shares of Honeywell Technologies common stock.

Honeywell Technologies common stock will begin trading on a split-adjusted basis effective at the market opening today and will continue trading on Nasdaq under the symbol “HON”, with a new CUSIP number (438516205).

As a result of the reverse stock split, every two shares of Honeywell Technologies common stock issued and outstanding or held by Honeywell Technologies as treasury shares were automatically combined into one share of Honeywell Technologies common stock. This reduced the number of issued and outstanding shares of Honeywell Technologies common stock from approximately 634 million as of March 31, 2026 to approximately 317 million. Concurrently with the reverse stock split, the number of shares of Honeywell Technologies common stock authorized for issuance was also reduced from 2 billion to 1 billion. The par value of Honeywell Technologies common stock did not change. Outstanding Honeywell Technologies equity-based awards and shares or share units under Honeywell Technologies’ benefit plans were proportionately adjusted.

No fractional shares were issued in connection with the reverse stock split. As soon as practicable after the effective time of the reverse stock split, Honeywell Technologies’ transfer agent will aggregate such fractional shares into whole shares and sell the whole shares at the then-prevailing trading prices in the open market on behalf of those shareowners who would otherwise be entitled to receive a fractional share, and after Honeywell Technologies’ transfer agent’s completion of such sale, such shareowners will receive a cash payment (without interest or deduction) from Honeywell Technologies’ transfer agent in an amount equal to their respective pro rata shares of the total net proceeds of that sale and, where shares are held in certificated form, upon the surrender of such shareowners’ stock certificates.

Supplemental Quarterly Information for Honeywell Technologies

In connection with the spin-off, Honeywell Technologies will file a Current Report on Form 8-K later this morning presenting the former Aerospace Technologies (now Honeywell Aerospace) business as discontinued operations,

along with the former Advanced Materials (now Solstice Advanced Materials) business which was previously presented as discontinued operations effective Q4 2025. The information in the filing will contain recast historical financial information for Honeywell Technologies and its segments on a quarterly basis for fiscal years 2024 and 2025, and Q1 2026, and will include reported and organic sales percentage change, operating income and segment profit, and Earnings per share of common stock– diluted and Adjusted earnings per share of common stock– diluted.

About Honeywell Technologies

Honeywell Technologies is a global, pure-play automation company with a legacy of innovating to help solve the world's most mission-critical challenges, enhancing the quality of life for people and communities around the world. We serve the building, industrial, and process sectors with a broad portfolio of services, solutions, and products, underpinned by our Honeywell Technologies Accelerator operating system and Honeywell Technologies Forge intelligence layer. By combining the deep domain expertise of our more than 50,000 employees with decades of data from our global installed base, we are uniquely positioned to lead the industrial sector's transition from automation to autonomy. For more news and information on Honeywell Technologies, please visit Honeywell Technologies Newsroom.

Advisors

Goldman Sachs & Co. LLC acted as lead financial advisor and Morgan Stanley & Co. LLC acted as financial advisor to Honeywell Technologies. Wachtell, Lipton, Rosen & Katz and DLA Piper LLP acted as legal counsel to Honeywell Technologies.

Additional Information

Honeywell Technologies uses our Investor Relations website, investor.honeywell.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, including ongoing conflicts in the Middle East, 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 Technologies' 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 Technologies' businesses, including the impact on Honeywell Technologies' resources, systems, procedures and controls, diversion of management's attention and the impact on, and possible disruption of, existing 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

Technologies 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; and (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. These forward-looking statements should be considered in light of the information included in this release, our Form 10-K and other filings with the SEC. Any forward-looking plans described herein are not final and may be modified or abandoned at any time.

HONEYWELL INTERNATIONAL INC.

(Unaudited)
(Dollars in tables in millions)

The Company's current estimates on a discontinued operations basis are preliminary and could change as the Company finalizes discontinued operations accounting to be recorded in the 2026 Annual Report on Form 10-K and Quarterly Report on Form 10-Q for the quarter ended September 30, 2026.

SUPPLEMENTAL QUARTERLY SEGMENT INFORMATION

	Three Months Ended				
	March 31, 2026	March 31, 2025	June 30, 2025	September 30, 2025	December 31, 2025
Net sales					
Building Automation	$ 1,882	$ 1,692	$ 1,826	$ 1,878	$ 1,971
Process Automation and Technology	1,513	1,445	1,613	1,598	1,781
Industrial Automation	1,423	1,600	1,577	1,450	1,484
Total Segment sales	**$ 4,818**	**$ 4,737**	**$ 5,016**	**$ 4,926**	**$ 5,236**
Quantinuum[2]	5	19	2	3	6
Total Net sales from continuing operations	**$ 4,823**	**$ 4,756**	**$ 5,018**	**$ 4,929**	**$ 5,242**
Total Net sales from discontinued operations[1]	**$ 4,320**	**$ 5,066**	**$ 5,334**	**$ 5,479**	**$ 4,862**
Segment profit					
Building Automation	$ 496	$ 440	$ 479	$ 502	$ 532
Process Automation and Technology	359	313	386	389	454
Industrial Automation	240	231	257	216	192
Corporate[2,3]	(151)	(191)	(218)	(241)	(234)
Total segment profit from continuing operations	**$ 944**	**$ 793**	**$ 904**	**$ 866**	**$ 944**
Total segment profit from discontinued operations[1]	**$ 1,248**	**$ 1,492**	**$ 1,511**	**$ 1,590**	**$ 1,095**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.

2 Effective the second quarter of 2026, Quantinuum Inc. ("Quantinuum") no longer meets the definition of an operating segment, and sales and losses attributable to Quantinuum are excluded from Segment sales and Segment profit, respectively.

3 Corporate expenses historically allocated to the Aerospace Technologies and AM businesses and not eligible to be part of discontinued operations are included in Corporate.

	Three Months Ended			
	March 31, 2024	June 30, 2024	September 30, 2024	December 31, 2024
Net sales				
Building Automation	$ 1,426	$ 1,571	$ 1,745	$ 1,798
Process Automation and Technology	1,352	1,408	1,478	1,681
Industrial Automation	1,709	1,702	1,683	1,704
Total Segment sales	**$ 4,487**	**$ 4,681**	**$ 4,906**	**$ 5,183**
Quantinuum	7	5	7	5
Total Net sales from continuing operations	**$ 4,494**	**$ 4,686**	**$ 4,913**	**$ 5,188**
Total Net sales from discontinued operations[1]	**$ 4,611**	**$ 4,891**	**$ 4,815**	**$ 4,900**
Segment profit				
Building Automation	$ 350	$ 397	$ 452	$ 482
Process Automation and Technology	289	346	381	448
Industrial Automation	286	271	287	273
Corporate[2,3]	(210)	(267)	(240)	(218)
Total segment profit from continuing operations	**$ 715**	**$ 747**	**$ 880**	**$ 985**
Total segment profit from discontinued operations[1]	**$ 1,410**	**$ 1,488**	**$ 1,452**	**$ 1,164**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.

2 Effective the second quarter of 2026, Quantinuum Inc. ("Quantinuum") no longer meets the definition of an operating segment, and sales and losses attributable to Quantinuum are excluded from Segment sales and Segment profit, respectively.

3 Corporate expenses historically allocated to the Aerospace Technologies and AM businesses and not eligible to be part of discontinued operations are included in Corporate.

SUPPLEMENTAL ANNUAL SEGMENT INFORMATION

	Years Ended December 31,	
	2025	2024
Net sales		
Building Automation	$ 7,367	$ 6,540
Process Automation and Technology	6,437	5,919
Industrial Automation	6,111	6,798
Total Segment sales	**$ 19,915**	**$ 19,257**
Quantinuum	30	24
Total Net sales from continuing operations	**$ 19,945**	**$ 19,281**
Total Net sales from discontinued operations[1]	**$ 20,741**	**$ 19,217**
Segment profit		
Building Automation	$ 1,953	$ 1,681
Process Automation and Technology	1,542	1,464
Industrial Automation	896	1,117
Corporate[2,3]	(884)	(935)
Total segment profit from continuing operations	**$ 3,507**	**$ 3,327**
Total segment profit from discontinued operations[1]	**$ 5,688**	**$ 5,514**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.

2 Effective the second quarter of 2026, Quantinuum Inc. ("Quantinuum") no longer meets the definition of an operating segment, and sales and losses attributable to Quantinuum are excluded from Segment sales and Segment profit, respectively.

3 Corporate expenses historically allocated to the Aerospace Technologies and AM businesses and not eligible to be part of discontinued operations are included in Corporate.

Appendix

Non-GAAP Financial Measures

The following information provides definitions and reconciliations of certain non-GAAP financial measures presented in this supplemental 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. Certain measures presented on a non-GAAP basis represent the impact of adjusting items net of tax. The tax effect for adjusting items is determined individually and on a case-by-case basis. 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 Technologies’ business.

Honeywell International Inc.
Reconciliation of Organic Sales % Change
(Unaudited)

	Three Months Ended				
	March 31, 2026	March 31, 2025	June 30, 2025	September 30, 2025	December 31, 2025
Honeywell Technologies					
Reported sales % change	**1%**	**6%**	**7%**	**—%**	**1%**
Less: Impact of divestitures to the prior period	(5)%	—%	(3)%	(5)%	(5)%
Reported sales percent change, adjusted for impact of divestitures	6%	6%	10%	5%	6%
Less: Foreign currency translation	2%	(2)%	—%	—%	1%
Less : Acquisitions	3%	6%	5%	4%	3%
Less: Other	—%	—%	—%	—%	—%
Organic sales % change	**1%**	**2%**	**5%**	**1%**	**2%**
Building Automation					
Reported sales % change	**11%**	**19%**	**16%**	**8%**	**10%**
Less: Impact of divestitures to the prior period	—%	—%	—%	—%	—%
Reported sales percent change, adjusted for impact of divestitures	11%	19%	16%	8%	10%
Less: Foreign currency translation	3%	(2)%	—%	1%	2%
Less : Acquisitions	—%	13%	8%	—%	—%
Less: Other	—%	—%	—%	—%	—%
Organic sales % change	**8%**	**8%**	**8%**	**7%**	**8%**
Process Automation and Technology					
Reported sales % change	**5%**	**7%**	**15%**	**8%**	**6%**
Less: Impact of divestitures to the prior period	—%	—%	—%	—%	—%
Reported sales percent change, adjusted for impact of divestitures	5%	7%	15%	8%	6%
Less: Foreign currency translation	—%	—%	—%	—%	—%
Less : Acquisitions	2%	(2)%	1%	—%	1%
Less: Other	9%	6%	8%	14%	8%
Organic sales % change	**(6)%**	**3%**	**6%**	**(6)%**	**(3)%**
Industrial Automation					
Reported sales % change	**(11)%**	**(6)%**	**(7)%**	**(14)%**	**(13)%**
Less: Impact of divestitures to the prior period	(15)%	—%	(8)%	(16)%	(15)%
Reported sales percent change, adjusted for impact of divestitures	4%	(6)%	1%	2%	2%
Less: Foreign currency translation	3%	(1)%	1%	1%	1%
Less : Acquisitions	—%	—%	—%	—%	—%
Less: Other	—%	—%	—%	—%	—%
Organic sales % change	**1%**	**(5)%**	**—%**	**1%**	**1%**

	Three Months Ended			
	March 31, 2024	June 30, 2024	September 30, 2024	December 31, 2024
Honeywell Technologies				
Reported sales % change	**(8)%**	**(4)%**	**2%**	**7%**
Less: Impact of divestitures to the prior period	—%	—%	—%	—%
Reported sales percent change, adjusted for impact of divestitures	(8)%	(4)%	2%	7%
Less: Foreign currency translation	(1)%	(1)%	—%	(1)%
Less : Acquisitions	1%	2%	4%	5%
Less: Other	—%	—%	—%	—%
Organic sales % change	**(8)%**	**(5)%**	**(2)%**	**3%**
Building Automation				
Reported sales % change	**(4)%**	**4%**	**14%**	**19%**
Less: Impact of divestitures to the prior period	—%	—%	—%	—%
Reported sales percent change, adjusted for impact of divestitures	(4)%	4%	14%	19%
Less: Foreign currency translation	(1)%	(1)%	—%	—%
Less : Acquisitions	—%	4%	11%	12%
Less: Other	—%	—%	—%	—%
Organic sales % change	**(3)%**	**1%**	**3%**	**7%**
Process Automation and Technology				
Reported sales % change	**4%**	**4%**	**1%**	**8%**
Less: Impact of divestitures to the prior period	—%	—%	—%	—%
Reported sales percent change, adjusted for impact of divestitures	4%	4%	1%	8%
Less: Foreign currency translation	(1)%	(1)%	(1)%	—%
Less : Acquisitions	3%	3%	—%	4%
Less: Other	—%	—%	—%	—%
Organic sales % change	**2%**	**2%**	**2%**	**4%**
Industrial Automation				
Reported sales % change	**(18)%**	**(15)%**	**(9)%**	**(4)%**
Less: Impact of divestitures to the prior period	—%	—%	—%	—%
Reported sales percent change, adjusted for impact of divestitures	(18)%	(15)%	(9)%	(4)%
Less: Foreign currency translation	—%	(1)%	—%	(1)%
Less : Acquisitions	—%	—%	—%	—%
Less: Other	—%	—%	—%	—%
Organic sales % change	**(18)%**	**(14)%**	**(9)%**	**(3)%**

	Twelve Months Ended December 31,	
	2025	**2024**
Honeywell Technologies		
Reported sales % change	**3%**	**(1)%**
Less: Impact of divestitures to the prior period	(3)%	—%
Reported sales percent change, adjusted for impact of divestitures	6%	(1)%
Less: Foreign currency translation	—%	(1)%
Less : Acquisitions	4%	3%
Less: Other	—%	—%
Organic sales % change	**2%**	**(3)%**
Building Automation		
Reported sales % change	**13%**	**8%**
Less: Impact of divestitures to the prior period	—%	—%
Reported sales percent change, adjusted for impact of divestitures	13%	8%
Less: Foreign currency translation	—%	(1)%
Less : Acquisitions	5%	7%
Less: Other	—%	—%
Organic sales % change	**8%**	**2%**
Process Automation and Technology		
Reported sales % change	**9%**	**4%**
Less: Impact of divestitures to the prior period	—%	—%
Reported sales percent change, adjusted for impact of divestitures	9%	4%
Less: Foreign currency translation	—%	(1)%
Less : Acquisitions	9%	2%
Less: Other	—%	—%
Organic sales % change	**—%**	**3%**
Industrial Automation		
Reported sales % change	**(10)%**	**(12)%**
Less: Impact of divestitures to the prior period	(10)%	—%
Reported sales percent change, adjusted for impact of divestitures	—%	(12)%
Less: Foreign currency translation	1%	(1)%
Less : Acquisitions	—%	—%
Less: Other	—%	—%
Organic sales % change	**(1)%**	**(11)%**

We define organic sales percentage as the year-over-year change in reported sales relative to the comparable period, adjusted for the impact of divestitures to the prior period, and excluding the impact on sales from foreign currency translation, acquisitions for the first 12 months following the transaction date, and certain other items that are unusual or non-recurring in nature. We believe this measure is useful to investors and management in understanding our ongoing operations and in analysis of ongoing operating trends.

Honeywell International Inc.
Reconciliation of Operating Income to Segment Profit
(Unaudited)
(Dollars in millions)

	Three Months Ended March 31,					
	2026		2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Operating income	**$ 317**	**$ 1,157**	**$ 535**	**$ 1,435**	**$ 516**	**$ 1,344**
Stock compensation expense[2]	42	15	48	13	44	9
Repositioning, Other[3,4]	54	30	43	19	50	42
Pension and other postretirement service costs[4]	13	4	9	5	11	5
Amortization of acquisition-related intangibles[5]	129	24	116	20	60	10
Divestiture-related costs[2]	57	18	—	—	—	—
Acquisition-related costs[5,6]	—	—	—	—	3	—
ERP Implementation costs[2]	6	—	—	—	—	—
Impairment of assets held for sale	263	—	15	—	—	—
Loss on Quantinuum[7]	63	$ —	27	—	31	—
Segment profit	**$ 944**	**$ 1,248**	**$ 793**	**$ 1,492**	**$ 715**	**$ 1,410**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.
2 Included in Selling, general and administrative expenses.
3 Includes repositioning, asbestos, environmental expenses, equity income adjustment, and other charges.
4 Included in Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.
5 Included in Cost of products and services sold.
6 Includes acquisition-related fair value adjustments to inventory.
7 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. Included in Net sales, Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.

	Three Months Ended June 30,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Operating income	**$ 666**	**$ 1,448**	**$ 553**	**$ 1,425**
Stock compensation expense[2]	45	12	45	10
Repositioning, Other[3,4]	28	26	20	38
Pension and other postretirement service costs[4]	10	5	11	5
Amortization of acquisition-related intangibles[5]	113	20	75	10
Acquisition-related costs[5,6]	(7)	—	7	—
Loss on Quantinuum[7]	49	—	36	—
Segment profit	**$ 904**	**$ 1,511**	**$ 747**	**$ 1,488**

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2 Included in Selling, general and administrative expenses.
3 Includes repositioning, asbestos, environmental expenses, equity income adjustment, and other charges.
4 Included in Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.
5 Included in Cost of products and services sold.
6 Includes acquisition-related fair value adjustments to inventory and third-party transaction and integration costs.
7 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. Included in Net sales, Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.

	Three Months Ended September 30,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Operating income	**$ 413**	**$ 1,341**	**$ 456**	**$ 1,402**
Stock compensation expense[2]	22	14	35	10
Repositioning, Other[3,4]	224	224	44	25
Pension and other postretirement service costs[4]	14	5	11	5
Amortization of acquisition-related intangibles[5]	135	6	110	10
Acquisition-related costs[5,6]	9	—	15	—
Indefinite-lived intangible asset impairment[5]	—	—	48	—
Impairment of assets held for sale	—	—	125	—
Loss on Quantinuum[7]	49	—	36	—
Segment profit	**$ 866**	**$ 1,590**	**$ 880**	**$ 1,452**

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2 Included in Selling, general and administrative expenses.

3 Includes repositioning, asbestos, environmental expenses, equity income adjustment, and other charges.

4 Included in Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.

5 Included in Cost of products and services sold.

6 Includes acquisition-related fair value adjustments to inventory and third-party transaction and integration costs.

7 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. Included in Net sales, Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.

	Three Months Ended December 31,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Operating income	**$ (443)**	**$ 1,023**	**$ 648**	**$ 1,097**
Stock compensation expense[2]	38	15	29	12
Repositioning, Other[3,4]	95	35	33	40
Pension and other postretirement service costs[4]	24	4	13	4
Amortization of acquisition-related intangibles[5]	145	18	129	11
Indefinite-lived intangible asset impairment[5]	44	—	—	—
Impairment of goodwill	724	—	—	—
Impairment of assets held for sale	255	—	94	—
Loss on Quantinuum[7]	62	—	39	—
Segment profit	**$ 944**	**$ 1,095**	**$ 985**	**$ 1,164**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.

2 Included in Selling, general and administrative expenses.

3 Includes repositioning, asbestos, environmental expenses, equity income adjustment, and other charges.

4 Included in Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.

5 Included in Cost of products and services sold.

6 Includes acquisition-related fair value adjustments to inventory and third-party transaction and integration costs.

7 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. Included in Net sales, Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.

	Years Ended December 31,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Operating income	**$ 1,171**	**$ 5,247**	**$ 2,173**	**$ 5,268**
Stock compensation expense[2]	153	54	153	41
Repositioning, Other[3,4]	390	304	147	145
Pension and other postretirement service costs[4]	57	19	46	19
Amortization of acquisition-related intangibles[5]	509	64	374	41
Acquisition-related costs[5,6]	2	—	25	—
Indefinite-lived intangible asset impairment[5]	44	—	48	—
Impairment of goodwill	724	—	—	—
Impairment of assets held for sale	270	—	219	—
Loss on Quantinuum[7]	187	—	142	—
Segment profit	**$ 3,507**	**$ 5,688**	**$ 3,327**	**$ 5,514**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.

2 Included in Selling, general and administrative expenses.

3 Includes repositioning, asbestos, environmental expenses, equity income adjustment, and other charges.

4 Included in Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.

5 Included in Cost of products and services sold.

6 Includes acquisition-related fair value adjustments to inventory and third-party transaction and integration costs.

7 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. Included in Net sales, Cost of products and services sold, Research and development expenses, and Selling, general and administrative expenses.

We define operating income as net sales less total cost of products and services sold, research and development expenses, selling, general and administrative expenses, impairment of goodwill, and impairment of assets held for sale. We define segment profit, on an overall Honeywell Technologies basis, as operating income, excluding stock compensation expense, pension and other postretirement service costs, amortization of acquisition-related intangibles, certain acquisition- and divestiture-related costs and impairments, repositioning and other charges, and the results of Quantinuum. We believe this measure is useful to investors and management in understanding our ongoing operations and in analysis of ongoing operating trends.

Honeywell International Inc.
Reconciliation of Earnings per Share to Adjusted Earnings per Share
(Unaudited)

	Three Months Ended March 31, 2026	
	Continuing Operations	Discontinued Operations[(1)]
Earnings per share of common stock - diluted[2]	**$ 0.09**	**$ 1.20**
Pension income[3]	(0.10)	(0.09)
Amortization of acquisition-related intangibles[4]	0.16	0.03
Divestiture-related costs[5]	0.05	0.26
Debt restructuring costs[6]	0.35	—
Impairment of assets held for sale[7]	0.31	—
Gain on sale of business[8]	(0.01)	—
ERP Implementation costs[9]	0.01	—
Loss on Quantinuum[10]	0.03	—
Adjusted earnings per share of common stock - diluted	**$ 0.89**	**$ 1.40**

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2 For the three months ended March 31, 2026, adjusted earnings per share utilizes weighted average shares of approximately 638.4 million.

3 For the three months ended March 31, 2026, continuing operations pension income was $65 million, net of tax expense of $20 million. For the three months ended March 31, 2026, discontinued operations pension income was $60 million, net of tax expense of $19 million.

4 For the three months ended March 31, 2026, continuing operations acquisition-related intangibles amortization was $99 million, net of tax benefit of $30 million. For the three months ended March 31, 2026, discontinued operations acquisition-related intangibles amortization was $18 million, net of tax benefit of $6 million.

5 For the three months ended March 31, 2026, the continuing operations adjustment for divestiture-related costs, which is principally comprised of third-party transaction costs, was $29 million as reported, net of tax benefit of approximately $124 million. For the three months ended March 31, 2026, discontinued operations divestiture-related costs was $175 million, net of tax benefit of approximately $25 million.

6 For the three months ended March 31, 2026, the adjustment for debt restructuring costs was $226 million, net of tax benefit of $70 million.

7 For the three months ended March 31, 2026, the impairment charge of assets held for sale was $200 million, net of tax benefit of $63 million.

8 For the three months ended March 31, 2026, the adjustment for gain on sale of the personal protective equipment business was $6 million, without tax benefit.

9 For the three months ended March 31, 2026, the adjustment for ERP implementation costs was $5 million, net of tax benefit of $1 million.

10 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. For the three months ended March 31, 2026, the adjustment for Quantinuum was $17 million, net of tax benefit of $8 million.

	Three Months Ended March 31,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Earnings per share of common stock - diluted[2]	**$ 0.40**	**$ 1.82**	**$ 0.50**	**$ 1.73**
Pension income[3]	(0.07)	(0.09)	(0.09)	(0.08)
Amortization of acquisition-related intangibles[4]	0.14	0.02	0.07	0.01
Acquisition-related costs[5]	0.01	—	0.07	(0.06)
Divestiture-related costs[6]	0.08	—	—	—
Russia-related costs[7]	—	—	0.02	—
Impairment of assets held for sale[8]	0.02	—	—	—
Loss on Quantinuum[9]	0.01	—	0.01	—
Adjusted earnings per share of common stock - diluted	**$ 0.59**	**$ 1.75**	**$ 0.58**	**$ 1.60**

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2 For the three months ended March 31, 2025, and 2024, adjusted earnings per share utilizes weighted average shares of approximately 651.7 million and 656.6 million.

3 For the three months ended March 31, 2025, and 2024, continuing operations pension income was $49 million and $57 million, net of tax expense of $16 million and $17 million, respectively. For the three months ended March 31, 2025, and 2024, discontinued operations pension income was $58 million and $53 million, net of tax expense of $17 million and $18 million, respectively.

4 For the three months ended March 31, 2025, and 2024, continuing operations acquisition-related intangibles amortization was $88 million and $50 million, net of tax benefit of $28 million and $10 million, respectively. For the three months ended March 31, 2025, and 2024, discontinued operations acquisition-related intangibles amortization was $15 million and $5 million, net of tax benefit of $5 million and $5 million, respectively.

5 For the three months ended March 31, 2025, the continuing operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs, is $6 million, net of tax benefit of $2 million. For the three months ended March 31, 2024, the continuing operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs, is $43 million, net of tax expense of $38 million. For the three months ended March 31, 2024, the discontinued operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs, is $39 million, net of tax benefit of $39 million.

6 For the three months ended March 31, 2025, the continuing operations adjustment for divestiture-related costs, which is principally comprised of third-party transaction costs, was $54 million, net of tax expense of approximately $45 million.

7 For the three months ended March 31, 2024, the adjustment is a $17 million expense, without tax benefit, due to the settlement of a contractual dispute with a Russian entity associated with the Company's suspension and wind down activities in Russia.

8 For the three months ended March 31, 2025, the impairment charge of assets held for sale was $15 million, without tax benefit.

9 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. For the three months ended March 31, 2025 and 2024, the adjustment for Quantinuum was $8 million and $8 million, net of tax benefit of $4 million and $4 million, respectively.

	Three Months Ended June 30,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Earnings per share of common stock - diluted[2]	**$ 0.60**	**$ 1.85**	**$ 0.54**	**$ 1.82**
Pension income[3]	(0.01)	(0.09)	(0.08)	(0.08)
Amortization of acquisition-related intangibles[4]	0.13	0.03	0.09	0.01
Acquisition-related costs[5]	—	—	0.09	(0.06)
Divestiture-related costs[6]	0.09	0.01	—	—
Loss (gain) on sale of business[7]	0.04	—	—	—
Loss on Quantinuum[8]	0.03	—	0.02	—
Adjusted earnings per share of common stock - diluted	**$ 0.88**	**$ 1.80**	**$ 0.66**	**$ 1.69**

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2 For the three months ended June 30, 2025, and 2024, adjusted earnings per share utilizes weighted average shares of approximately 640.9 million and 654.2 million.

3 For the three months ended June 30, 2025, and 2024, continuing operations pension income was $7 million and $52 million, net of tax expense of $3 million and $15 million, respectively. For the three months ended June 30, 2025, and 2024, discontinued operations pension income was $58 million and $55 million, net of tax expense of $17 million and $18 million, respectively.

4 For the three months ended June 30, 2025, and 2024, continuing operations acquisition-related intangibles amortization was $86 million and $58 million, net of tax benefit of $27 million and $17 million, respectively. For the three months ended June 30, 2025, and 2024, discontinued operations acquisition-related intangibles amortization was $15 million and $8 million, net of tax benefit of $5 million and $2 million, respectively.

5 For the three months ended June 30, 2024, the continuing operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs and acquisition-related fair value adjustments to inventory, is $62 million, net of tax expense of $34 million. For the three months ended June 30, 2024, the discontinued operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs and acquisition-related fair value adjustments to inventory, is $40 million, net of tax benefit of $41 million.

6 For the three months ended June 30, 2025, the continuing operations adjustment for divestiture-related costs, which is principally comprised of third-party transaction costs, was $54 million, net of tax expense of approximately $14 million. For the three months ended June 30, 2025, discontinued operations divestiture-related costs was $8 million, net of tax benefit of approximately $33 million.

7 For the three months ended June 30, 2025, the adjustment for loss on sale of the personal protective equipment business was $28 million, net of tax benefit of $2 million.

8 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. For the three months ended June 30, 2025 and 2024, the adjustment for Quantinuum was $16 million and $11 million, net of tax benefit of $7 million and $5 million, respectively.

	Three Months Ended September 30,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Earnings per share of common stock - diluted[2]	**$ 1.50**	**$ 1.36**	**$ 0.37**	**$ 1.79**
Pension income[3]	(0.09)	(0.09)	(0.09)	(0.08)
Amortization of acquisition-related intangibles[4]	0.16	0.01	0.13	0.01
Acquisition-related costs[5]	0.03	—	0.07	(0.04)
Divestiture-related costs[6]	0.28	0.32	—	—
Indefinite-lived intangible asset impairment[7]	—	—	0.06	—
Impairment of assets held for sale[8]	—	—	0.19	—
Gain related to Resideo indemnification and reimbursement agreement termination[9]	(1.26)	—	—	—
Adjustment to estimated future environmental liabilities[10]	0.03	0.22	—	—
Loss on settlement of divestiture of asbestos liabilities[11]	0.17	—	—	—
Loss on Quantinuum[12]	0.02	—	0.02	—
Adjusted earnings per share of common stock - diluted	**$ 0.84**	**$ 1.82**	**$ 0.75**	**$ 1.68**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.

2 For the three months ended September 30, 2025, and 2024, adjusted earnings per share utilizes weighted average shares of approximately 638.8 million and 654.1 million.

3 For the three months ended September 30, 2025, and 2024, continuing operations pension income was $57 million and $58 million, net of tax expense of $18 million and $19 million, respectively. For the three months ended September 30, 2025, and 2024, discontinued operations pension income was $57 million and $52 million, net of tax expense of $17 million and $16 million, respectively.

4 For the three months ended September 30, 2025, and 2024, continuing operations acquisition-related intangibles amortization was $102 million and $87 million, net of tax benefit of $33 million and $23 million, respectively. For the three months ended September 30, 2025, and 2024, discontinued operations acquisition-related intangibles amortization was $5 million and $8 million, net of tax benefit of $1 million and $2 million, respectively.

5 For the three months ended September 30, 2025, and 2024, the continuing operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs and acquisition-related fair value adjustments to inventory, is $17 million and $47 million, net of tax benefit of $5 million, and net of tax expense of $23 million. For the three months ended September 30, 2024, the discontinued operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs and acquisition-related fair value adjustments to inventory, is $27 million, net of tax benefit of $28 million.

6 For the three months ended September 30, 2025, the continuing operations adjustment for divestiture-related costs, which is principally comprised of third-party transaction costs, was $180 million, net of tax expense of approximately $122 million. For the three months ended September 30, 2025, discontinued operations divestiture-related costs was $202 million, net of tax benefit of approximately $7 million.

7 For the three months ended September 30 2024, the impairment charge of indefinite-lived intangible assets associated with the personal protective equipment business was $37 million, net of tax benefit of $11 million.

8 For the three months ended September 30, 2024, the impairment charge of assets held for sale was $125 million, without tax benefit.

9 For the three months ended September 30, 2025, the gain related to the Resideo indemnification and reimbursement agreement termination was $802 million, without tax expense.

10 In the three months ended September 30, 2025, the Company enhanced its process for estimating environmental liabilities at sites undergoing active remediation, which led to earlier recognition of the estimated probable liabilities and an increase to estimated environmental liabilities. For the three months ended September 30, 2025, the continuing operations adjustment to increase environmental liabilities was $22 million, net of tax benefit of $7 million. For the twelve months ended December 31, 2025, the discontinued operations adjustment to increase environmental liabilities was $139 million, net of tax benefit $43 million.

11 For the three months ended September 30, 2025, the adjustment for loss on settlement of divestiture of asbestos liabilities was $112 million, net of tax benefit of $36 million.

12 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. For the three months ended September 30, 2025 and 2024, the adjustment for Quantinuum was $16 million and $10 million, net of tax benefit of $6 million and $5 million, respectively.

	Three Months Ended December 31,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Earnings per share of common stock - diluted[2]	**$ (0.88)**	**$ 0.70**	**$ 0.58**	**$ 1.38**
Pension expense (income)[3]	0.11	(0.12)	0.04	(0.08)
Amortization of acquisition-related intangibles[4]	0.17	0.02	0.15	0.01
Acquisition-related costs[5]	0.02	—	0.09	(0.07)
Divestiture-related costs[6]	(0.04)	0.53	—	0.04
Indefinite-lived intangible asset impairment[7]	0.07	—	—	—
Impairment of goodwill[8]	1.13	—	—	—
Impairment of assets held for sale[9]	0.31	—	0.14	—
Flexjet-related litigation matters[10]	—	0.47	—	—
Loss on Quantinuum[11]	0.03	—	0.02	—
Adjusted earnings per share of common stock - diluted	**$ 0.92**	**$ 1.60**	**$ 1.02**	**$ 1.28**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.

2 For the three months ended December 31, 2025, and 2024, adjusted earnings per share utilizes weighted average shares of approximately 638.6 million and 654.8 million.

3 For the three months ended December 31, 2025, and 2024, continuing operations pension expense was $73 million and $26 million, net of tax benefit of $12 million and $7 million, respectively. For the three months ended December 31, 2025, and 2024, discontinued operations pension income was $79 million and $55 million, net of tax expense of $13 million and $14 million, respectively.

4 For the three months ended December 31, 2025, and 2024, continuing operations acquisition-related intangibles amortization was $110 million and $97 million, net of tax benefit of $35 million and $32 million, respectively. For the three months ended December 31, 2025, and 2024, discontinued operations acquisition-related intangibles amortization was $14 million, net of tax benefit of $4 million, and $11 million, without tax benefit, respectively.

5 For the three months ended December 31, 2025, the continuing operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs and acquisition-related fair value adjustments to inventory, is $13 million, net of tax benefit of $4 million. For the three months ended December 31, 2024, the continuing operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs and acquisition-related fair value adjustments to inventory, is $61 million, net of tax expense of $47 million. For the three months ended December 31, 2024, the discontinued operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs and acquisition-related fair value adjustments to inventory, is $48 million, net of tax benefit of $50 million.

6 For the three months ended December 31, 2025, the continuing operations adjustment for divestiture-related costs, which is principally comprised of third-party transaction costs, was $27 million, net of tax benefit of approximately $150 million. For the three months ended December 31, 2025, discontinued operations divestiture-related costs was $341 million, net of tax expense of approximately $138 million.

7 For the three months ended December 31, 2025, the impairment charge of assets held for sale was $44 million, without tax benefit.

8 For the three months ended December 31, 2025, the impairment charge of goodwill associated with the Industrial Automation reportable segment was $724 million, without tax benefit.

9 For the three months ended December 31, 2025, the impairment charge of assets held for sale was $194 million, net of tax benefit of $61 million. For the three months ended December 31, 2024, the impairment charge of assets held for sale was $94 million, without tax benefit.

10 For the three months ended December 31, 2025, the adjustment for the Flexjet-related litigation matters was $302 million, net of tax benefit of $71 million. Management considers the nature and significance of these litigation matters to be unusual and not indicative of the Company's ongoing performance.

11 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. For the three months ended December 31, 2025 and 2024, the adjustment for Quantinuum was $18 million and $12 million, net of tax expense of $8 million and $6 million, respectively.

	Years Ended December 31,			
	2025		2024	
	Continuing Operations	Discontinued Operations[1]	Continuing Operations	Discontinued Operations[1]
Earnings per share of common stock - diluted[2]	**$ 1.62**	**$ 5.74**	**$ 1.99**	**$ 6.72**
Pension income[3]	(0.06)	(0.39)	(0.22)	(0.33)
Amortization of acquisition-related intangibles[4]	0.60	0.08	0.45	0.04
Acquisition-related costs[5]	0.05	—	0.32	(0.23)
Divestiture-related costs[6]	0.41	0.85	—	0.04
Russia related-charges[7]	—	—	0.03	—
Indefinite-lived intangible asset impairment[8]	0.07	—	0.06	—
Impairment of Goodwill[9]	1.13	—	—	—
Impairment of assets held for sale[10]	0.33	—	0.33	—
Loss on sale of business[11]	0.04	—	—	—
Gain related to Resideo indemnification and reimbursement agreement termination[12]	(1.25)	—	—	—
Adjustment to estimated future environmental liabilities[13]	0.03	0.22	—	—
Loss on expected settlement of divestiture of asbestos liabilities[14]	0.17	—	—	—
Flexjet-related litigation matters[15]	—	0.47	—	—
Loss on Quantinuum[16]	0.09	—	0.06	—
Adjusted earnings per share of common stock - diluted	**$ 3.23**	**$ 6.97**	**$ 3.02**	**$ 6.24**

1 Effective June 29, 2026, Honeywell International Inc. rebranded as Honeywell Technologies and completed the spin-off of its Aerospace Technologies business into an independent publicly traded company, Honeywell Aerospace Inc. In connection with the spin-off, the Aerospace Technologies business is reported as discontinued operations in all periods presented. Additionally, discontinued operations includes the results of the Advanced Materials ("AM") business, which was spun-off into an independent, publicly traded company, Solstice Advanced Materials, on October 30, 2025. The AM business was previously presented as discontinued operations effective the fourth quarter of 2025.

2 For the twelve months ended December 31, 2025, and 2024, adjusted earnings per share utilizes weighted average shares of approximately 642.8 million and 655.3 million.

3 For the twelve months ended December 31, 2025, and 2024, continuing operations pension income was $40 million and $141 million, net of tax expense of $25 million and $44 million, respectively. For the twelve months ended December 31, 2025, and 2024, discontinued operations pension income was $252 million and $215 million, net of tax expense of $64 million and $66 million, respectively.

4 For the twelve months ended December 31, 2025, and 2024, continuing operations acquisition-related intangibles amortization was $386 million and $292 million, net of tax benefit of $123 million and $82 million, respectively. For the twelve months ended December 31, 2025, and 2024, discontinued operations acquisition-related intangibles amortization was $49 million and $32 million, net of tax benefit of $15 million and $9 million, respectively.

5 For the twelve months ended December 31, 2025, the continuing operations adjustment for acquisition-related costs, which is principally comprised of third-party transaction and integration costs and acquisition-related fair value adjustments to inventory, is $35 million, net of tax benefit of $10 million. For the twelve months ended December 31, 2024, the continued operations adjustment for acquisition-related costs is $213 million, net of tax expense of $142 million. For the twelve months ended December 31, 2024, the discontinued operations adjustment for acquisition-related costs is $154 million, net of tax benefit of $158 million.

6 For the twelve months ended December 31, 2025, the continuing operations adjustment for divestiture-related costs, which is principally comprised of third-party transaction costs, was $262 million, net of tax benefit of approximately $31 million. For the twelve months ended December 31, 2025, discontinued operations divestiture-related costs was $548 million, net of tax expense of approximately $56 million.

7 For the twelve months ended December 31, 2024, the adjustment is a $17 million expense, without tax benefit, due to the settlement of a contractual dispute with a Russian entity associated with the Company's suspension and wind down activities in Russia.

8 For the twelve months ended December 31, 2025, the impairment charge of indefinite-lived intangible assets associated with the Industrial Automation reportable segment was $44 million, without tax benefit. For the twelve months ended December 31, 2024, the impairment charge of indefinite-lived intangible assets associated with the personal protective equipment business was $37 million, net of tax benefit of $11 million.

9 For the twelve months ended December 31, 2025, the impairment charge of goodwill associated with the Industrial Automation reportable segment was $724 million, without tax benefit.

10 For the twelve months ended December 31, 2025, the impairment charge of assets held for sale was $209 million, net of tax benefit of $61 million.For the twelve months ended December 31, 2024, the impairment charge of assets held for sale was $219 million, without tax benefit.

11 For the twelve months ended December 31, 2025, the adjustment for loss on sale of the personal protective equipment business was $28 million, net of tax benefit of $2 million.

12 For the twelve months ended December 31, 2025, the gain related to the Resideo indemnification and reimbursement agreement termination was $802 million, without tax expense.

13 In the twelve months ended December 31, 2025, the Company enhanced its process for estimating environmental liabilities at sites undergoing active remediation, which led to earlier recognition of the estimated probable liabilities and an increase to estimated environmental liabilities. For the twelve months ended December 31, 2025, the continuing operations adjustment to increase environmental liabilities was $22 million, net of tax benefit of $7 million. For the twelve months ended December 31, 2025, the discontinued operations adjustment to increase environmental liabilities was $139 million, net of tax benefit $43 million.

14 For the twelve months ended December 31, 2025, the adjustment for loss on settlement of divestiture of asbestos liabilities was $112 million, net of tax benefit of $36 million.

15 For the twelve months ended December 31, 2025, the adjustment for the Flexjet-related litigation matters was $302 million, net of tax benefit of $71 million. Management considers the nature and significance of these litigation matters to be unusual and not indicative of the Company's ongoing performance.

16 Includes losses attributable to the Company's investment in Quantinuum, which does not meet the definition of an operating segment. For the twelve months ended December 31, 2025 and 2024, the adjustment for Quantinuum was $58 million and $41 million, net of tax benefit of $25 million and $20 million, respectively.

We define adjusted earnings per share as diluted earnings per share adjusted to exclude various charges as listed above. We believe adjusted earnings per share is a measure that is useful to investors and management in understanding our ongoing operations and in analysis of ongoing operating trends.

Acquisition amortization and acquisition- and divestiture-related costs are significantly impacted by the timing, size, and number of acquisitions or divestitures we complete and are not on a predictable cycle and we make no comment as to when or whether any future acquisitions or divestitures may occur. We believe excluding these costs provides investors with a more meaningful comparison of operating performance over time and with both acquisitive and other peer companies.

HONEYWELL INTERNATIONAL INC.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

On June 29, 2026, Honeywell International Inc., a Delaware corporation (the "Company" or "Honeywell Technologies"), completed the previously-announced spin-off (the "Spin-Off") of Honeywell Aerospace Inc., a Delaware corporation ("Aerospace"). Following the Spin-Off, Honeywell International Inc. now operates as Honeywell Technologies. Honeywell Technologies distributed all of the shares of Aerospace common stock on a pro rata basis to Honeywell Technologies shareowners. Each Honeywell Technologies shareowner received one share of Aerospace common stock for every two shares of Honeywell Technologies common stock held of record as of the close of business on June 15, 2026, except that they will receive cash in lieu of any fractional shares of Aerospace common stock that they would have received after application of such distribution ratio. Aerospace is now an independent publicly-traded company under the symbol "HONA" on the Nasdaq Stock Market LLC.

Honeywell Technologies entered into various agreements to effect the Spin-Off and provide for the relationship between Honeywell Technologies and Aerospace, including, among others, a separation and distribution agreement, a tax matters agreement, a trademark license agreement, and a transition services agreement.

After the date of the Spin-Off, Honeywell Technologies no longer consolidates Aerospace into its financial results. The historical financial results of Aerospace will be reflected in Honeywell Technologies' consolidated financial statements as discontinued operations under generally accepted accounting principles in the United States of America ("GAAP") for all periods beginning in the third quarter of 2026.

The unaudited Pro Forma Condensed Consolidated Financial Statements have been derived from the Company's historical consolidated financial statements and give effect to the Spin-Off. The following unaudited Pro Forma Condensed Consolidated Statement of Operations for the three months ended March 31, 2026, and the years ended December 31, 2025, 2024, and 2023, reflect the results of operations as if the Spin-Off had occurred on January 1, 2023, in that they reflect the reclassification of Aerospace as discontinued operations for all periods presented. The adjustments in the "Transaction Accounting Adjustments" column in the unaudited Pro Forma Condensed Consolidated Statement of Operations for the three months ended March 31, 2026, and for the year ended December 31, 2025, give effect to the Spin-Off as if it had occurred on January 1, 2025. As a result, there are no transaction accounting adjustments for the years ended December 31, 2024, and 2023, respectively. The unaudited Pro Forma Condensed Consolidated Balance Sheet as of March 31, 2026, reflects the Company's financial position as if the Spin-Off had occurred on March 31, 2026.

The unaudited Pro Forma Condensed Consolidated Financial Statements have been prepared based upon management's estimates utilizing the best available information and are subject to the assumptions and adjustments described below and in the accompanying notes to the unaudited Pro Forma Condensed Consolidated Financial Statements. They are not intended to be a complete presentation of the Company's financial position or results of operations had the Spin-Off occurred as of the dates indicated. In addition, the unaudited Pro Forma Condensed Consolidated Financial Statements are provided for illustrative and informational purposes only and are not necessarily indicative of the Company's future results of operations or financial condition had the Spin-Off and related transactions been completed on the dates assumed. The actual financial position and results of operations may differ significantly from the pro forma amounts reflected herein due to a variety of factors. The unaudited Pro Forma Condensed Consolidated Financial Statements should be read in conjunction with the Company's historical consolidated financial statements and accompanying notes.

The adjustments included within the "Aerospace Discontinued Operations" column of the unaudited Pro Forma Condensed Consolidated Financial Statements are consistent with the guidance for discontinued operations under GAAP. Honeywell Technologies' current estimates on a discontinued operations basis are preliminary and could change as Honeywell Technologies finalizes discontinued operations accounting to be recorded in the 2026 Annual Report on Form 10-K and Quarterly Report on Form 10-Q for the quarter ended September 30, 2026.

The unaudited Pro Forma Condensed Consolidated Financial Statements have been prepared in accordance with Regulation S-X Article 11, *Pro Forma Financial Information.*

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET
As of March 31, 2026

March 31, 2026 (in millions)	As Reported	Aerospace Discontinued Operations (a)	Transaction Accounting Adjustments	Pro Forma
ASSETS				
Current assets				
Cash and cash equivalents	$ 11,977	$ (989)	$ (11) (b)	$ 10,977
Short-term investments	413	—	—	413
Accounts receivable, less allowance of $165	8,062	(3,330)	4 (e)	4,736
Inventories	6,369	(4,634)	—	1,735
Assets held for sale	2,377	—	—	2,377
Other current assets	1,392	(335)	9 (i)	1,066
Total current assets	**30,590**	**(9,288)**	**2**	**21,304**
Investments and long-term receivables	1,414	(116)	—	1,298
Property, plant and equipment—net	4,664	(2,170)	—	2,494
Goodwill	21,079	(3,023)	—	18,056
Other intangible assets—net	6,562	(1,550)	—	5,012
Deferred income taxes	199	(44)	—	155
Other assets	9,480	(4,920)	—	4,560
Total assets	**$ 73,988**	**$ (21,111)**	**$ 2**	**52,879**
LIABILITIES				
Current liabilities				
Accounts payable	$ 6,026	$ (2,633)	$ —	$ 3,393
Commercial paper and other short-term borrowings	4,630	—	—	4,630
Current maturities of long-term debt	3,099	(5)	—	3,094
Accrued liabilities	7,112	(2,897)	344 (c)(i)	4,559
Liabilities held for sale	1,218	—	—	1,218
Total current liabilities	**22,085**	**(5,535)**	**344**	**16,894**
Long-term debt	29,010	(15,846)	—	13,164
Deferred income taxes	1,581	(733)	(8) (i)	840
Postretirement benefit obligations other than pensions	108	—	—	108
Other liabilities	6,537	(2,330)	—	4,207
SHAREOWNERS' EQUITY				
Capital—common stock issued	958	—	—	958
—additional paid-in capital	10,480	—	—	10,480
Common stock held in treasury, at cost	(43,904)	—	—	(43,904)
Accumulated other comprehensive (loss)	(4,973)	870	—	(4,103)
Retained earnings	51,029	2,567	(334) (j)	53,262
Total Honeywell shareowners' equity	**13,590**	**3,437**	**(334)**	**16,693**
Noncontrolling interest	1,077	(104)	—	973
Total shareowners' equity	**14,667**	**3,333**	**(334)**	**17,666**
Total liabilities and shareowners' equity	**$ 73,988**	**$ (21,111)**	**$ 2**	**$ 52,879**

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For the Three Months Ended March 31, 2026

Three months ended March 31, 2026 (Dollars in millions, except per share amounts)	As Reported	Aerospace Discontinued Operations (a)	Transaction Accounting Adjustments	Pro Forma
Product sales	$ 5,867	$ (2,391)	$ —	$ 3,476
Service sales	3,276	(1,929)	—	1,347
Net sales	**9,143**	**(4,320)**	**—**	**4,823**
Costs, expenses and other				
Cost of products sold	3,863	(1,809)	—	2,054
Cost of services sold	1,741	(899)	—	842
Total cost of products and services sold	**5,604**	**(2,708)**	**—**	**2,896**
Research and development expenses	492	(198)	—	294
Selling, general and administrative expenses	1,310	(257)	—	1,053
Impairment of assets held for sale	263	—	—	263
Loss on debt extinguishment	239	—	—	239
Other (income) expense	(7)	(90)	(40) (d)(e)(f)	(137)
Interest and other financial charges	356	(84)	(40) (g)	232
Total costs, expenses and other	**8,257**	**(3,337)**	**(80)**	**4,840**
Income from continuing operations before taxes	**886**	**(983)**	**80**	**(17)**
Tax expense	91	(209)	15 (h)	(103)
Net income from continuing operations	**795**	**(774)**	**65**	**86**
Less: Net (loss) attributable to noncontrolling interest	(26)	(8)	—	(34)
Net income from continuing operations attributable to Honeywell	**$ 821**	**$ (766)**	**$ 65**	**$ 120**
Weighted average shares outstanding (millions)—basic	634.7			634.7
Earnings per share of common stock from continuing operations—basic	**$ 1.29**			**$ 0.19**
Weighted average shares outstanding (millions)—assuming dilution	638.4			638.4
Earnings per share of common stock from continuing operations—assuming dilution	**$ 1.29**			**$ 0.19**

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For the Year Ended December 31, 2025

Year ended December 31, 2025 (Dollars in millions, except per share amounts)	As Reported	Aerospace Discontinued Operations (a)	Transaction Accounting Adjustments	Pro Forma
Product sales	$ 24,515	$ (9,936)	$ —	$ 14,579
Service sales	12,927	(7,561)	—	5,366
Net sales	**37,442**	**(17,497)**	**—**	**19,945**
Costs, expenses and other				
Cost of products sold	16,153	(7,731)	—	8,422
Cost of services sold	7,460	(3,817)	—	3,643
Total cost of products and services sold	**23,613**	**(11,548)**	**—**	**12,065**
Research and development expenses	1,812	(743)	—	1,069
Selling, general and administrative expenses	5,450	(804)	17 (d)	4,663
Impairment of goodwill	724	—	—	724
Impairment of assets held for sale	270	—	—	270
Other (income) expense	(1,247)	114	(187) (d)(e)(f)	(1,320)
Interest and other financial charges	1,344	(344)	(212) (g)	788
Total costs, expenses and other	**31,966**	**(13,325)**	**(382)**	**18,259**
Income from continuing operations before taxes	**5,476**	**(4,172)**	**382**	**1,686**
Tax expense	1,008	(717)	55 (h)	346
Net income from continuing operations	**4,468**	**(3,455)**	**327**	**1,340**
Less: Net income attributable to noncontrolling interest	7	(35)	—	(28)
Net income from continuing operations attributable to Honeywell	**$ 4,461**	**$ (3,420)**	**$ 327**	**$ 1,368**
Weighted average shares outstanding (millions)—basic	639.0			639.0
Earnings per share of common stock from continuing operations—basic	**$ 6.98**			**$ 2.14**
Weighted average shares outstanding (millions)—assuming dilution	642.8			642.8
Earnings per share of common stock from continuing operations—assuming dilution	**$ 6.94**			**$ 2.13**

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For the Year Ended December 31, 2024

Year ended December 31, 2024 (Dollars in millions, except per share amounts)	As Reported	Aerospace Discontinued Operations (a)	Pro Forma
Product sales	$ 22,841	$ (8,497)	$ 14,344
Service sales	11,876	(6,939)	4,937
Net sales	**34,717**	**(15,436)**	**19,281**
Costs, expenses and other			
Cost of products sold	15,017	(6,427)	8,590
Cost of services sold	6,343	(3,426)	2,917
Total cost of products and services sold	**21,360**	**(9,853)**	**11,507**
Research and development expenses	1,454	(585)	869
Selling, general and administrative expenses	5,235	(722)	4,513
Impairment of assets held for sale	219	—	219
Other (income) expense	(843)	338	(505)
Interest and other financial charges	1,048	(251)	797
Total costs, expenses and other	**28,473**	**(11,073)**	**17,400**
Income from continuing operations before taxes	**6,244**	**(4,363)**	**1,881**
Tax expense	1,249	(664)	585
Net income from continuing operations	**4,995**	**(3,699)**	**1,296**
Less: Net income attributable to noncontrolling interest	27	(33)	(6)
Net income from continuing operations attributable to Honeywell	**$ 4,968**	**$ (3,666)**	**$ 1,302**
Weighted average shares outstanding (millions)—basic	650.9		650.9
Earnings per share of common stock from continuing operations—basic	**$ 7.63**		**$ 2.00**
Weighted average shares outstanding (millions)—assuming dilution	655.3		655.3
Earnings per share of common stock from continuing operations—assuming dilution	**$ 7.58**		**$ 1.99**

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
For the Year Ended December 31, 2023

Year ended December 31, 2023 (Dollars in millions, except per share amounts)	As Reported	Aerospace Discontinued Operations (a)	Pro Forma
Product sales	$ 22,345	$ (7,305)	$ 15,040
Service sales	10,664	(6,297)	4,367
Net sales	**33,009**	**(13,602)**	**19,407**
Costs, expenses and other			
Cost of products sold	14,836	(5,546)	9,290
Cost of services sold	5,801	(2,899)	2,902
Total cost of products and services sold	**20,637**	**(8,445)**	**12,192**
Research and development expenses	1,375	(547)	828
Selling, general and administrative expenses	4,887	(599)	4,288
Other (income) expense	(830)	319	(511)
Interest and other financial charges	749	(167)	582
Total costs, expenses and other	**26,818**	**(9,439)**	**17,379**
Income from continuing operations before taxes	**6,191**	**(4,163)**	**2,028**
Tax expense	1,262	(458)	804
Net income from continuing operations	**4,929**	**(3,705)**	**1,224**
Less: Net income attributable to noncontrolling interest	16	(28)	(12)
Net income from continuing operations attributable to Honeywell	**$ 4,913**	**$ (3,677)**	**$ 1,236**
Weighted average shares outstanding (millions)—basic	663.0		663.0
Earnings per share of common stock from continuing operations—basic	**$ 7.41**		**$ 1.86**
Weighted average shares outstanding (millions)—assuming dilution	668.2		668.2
Earnings per share of common stock from continuing operations—assuming dilution	**$ 7.36**		**$ 1.85**

NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Aerospace Discontinued Operations:

(a) Reflects the discontinued operations of Aerospace, including the associated assets, liabilities, equity and results of operations in accordance with Accounting Standards Codification 205-20, *Presentation of Financial Statements—Discontinued Operations.*

Transaction Accounting Adjustments:

(b) Reflects the estimated cash Aerospace receives from Honeywell Technologies. The amount is based on the expectation that $1 billion will be retained by Aerospace in connection with the Spin-Off.

(c) Reflects the accrual for additional estimated nonrecurring costs of $243 million related to professional advisory services and other costs related to the Spin-Off we expect to incur between March 31, 2026 and the distribution date.

(d) Reflects the effect of the transition services agreement Honeywell Technologies entered into with Aerospace. The expenses related to services to be provided to Honeywell Technologies by Aerospace of $17 million are recorded in Selling, general and administrative expenses for the year ended December 31, 2025. The income related to services to be provided to Aerospace by Honeywell Technologies of $3 million and $37 million is in Other (income) expense for the three months ended March 31, 2026, and year ended December 31, 2025, respectively.

(e) Reflects the net impact of sub-lease arrangements Honeywell Technologies entered into with Aerospace in connection with the Spin-Off. The adjustment records $4 million of rent receivables within Accounts receivable as of March 31, 2026. The adjustment also records $1 million and $4 million of related operating lease income within Other (income) expense for the three months ended March 31, 2026, and the year ended December 31, 2025, respectively.

(f) Reflects the impacts of the trademark license agreement Honeywell Technologies entered into with Aerospace. The adjustment records income of $36 million and $146 million within Other (income) expense for the three months ended March 31, 2026, and the year ended December 31, 2025, respectively.

(g) On March 16, 2026, in connection with the Spin-Off, Aerospace issued $16.0 billion of senior unsecured notes and distributed $6.0 billion of the senior unsecured notes that were exchange notes and $9.1 billion of cash proceeds from the senior unsecured notes that were new money notes to Honeywell Technologies. Honeywell Technologies used $13.0 billion related to such distributions to repay third-party debt. Interest expense was reduced by an estimated $40 million and $212 million for the three months ended March 31, 2026, and the year ended December 31, 2025, respectively, associated with the borrowings repaid.

(h) Reflects the income tax effect of the pro forma adjustments. This adjustment was calculated by applying the statutory tax rates in the respective jurisdictions to each of the pre-tax pro forma transaction accounting adjustments. Computation of the pro forma tax effect also reflects the effects of taxable limitation provisions under U.S. federal income tax law.

(i) Reflects an additional $9 million of estimated tax assets within Other current assets and an additional $92 million of estimated tax liabilities within Accrued Liabilities related to frictional tax costs expected to be incurred before the distribution date. There is also an $8 million decrease to the deferred tax liability reflecting an increase in our U.S. foreign tax credit carryforwards due to certain frictional tax costs that are expected to be creditable in the U.S.

(j) Reflects the effect on total shareowners' equity of the adjustments described in notes (b) through (i) above.