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THESE TERMS SHALL NOT ALTER OR OVERRIDE THE TERMS OR CONDITIONS OF ANY OTHER AGREEMENT YOU MAY HAVE WITH THE SITE OPERATOR OR ITS SERVICE PROVIDERS, AFFILIATES OR BUSINESS PARTNERS, EXCEPT TO THE EXTENT THAT THOSE AGREEMENTS DO NOT ADDRESS ISSUES RELATED TO YOUR USE OF THESE SITES THESE TERMS SHALL SUPPLEMENT SUCH PRIOR AGREEMENTS.

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2. Changes in Terms. Operator may change these Terms from time to time, with notice given to those completing a registration process ("Registered Users"). Your continued use of the Sites after any changes constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future Terms, do not use the Sites or download materials from them.
3. Changes in Site(s). Operator may terminate, remove, modify, change, suspend or discontinue any aspect of the Sites, including the availability of any features or content, which it controls. Service Providers, Affiliates and Business Partners may also terminate, remove, modify, change, suspend or discontinue any aspect of the Sites, including the availability of any features or content, which they control. Operator may impose limits on certain features and services, or terminate or restrict your access to part or the entire Site without liability, provided that Registered Users will receive notice. Operator may also without liability: (a) remove, modify or otherwise change any user's Site access for material breach of this Agreement; (b) supplement or make changes to its user access or security procedures with notice to Registered Users; and (c) change the type or location of Operator equipment, facilities or software used by it in providing access provided that no such action shall have the effect of amending or otherwise affecting the parties' respective obligations under any contract with TML. All obligations created before termination shall survive termination.
4. Proprietary Rights. Unless Operator or one of its Service Providers, Affiliates or Business Partners specifically agrees otherwise, the following terms apply to all activity on the Sites:
 - a. Confidentiality. The following restrictions apply to use of material on the Sites: (i) if any information is marked "Proprietary" or "Confidential" or words of like import, you will hold such information in confidence, use it exclusively in connection with the activities for which you are authorized on the Sites, and not publish or otherwise disclose it to others; (ii) if any information contains restrictions on use of disclosure, you will comply with the restrictions; and (iii) you will keep all restrictive language intact in all copies.
 - b. Copyrights. Operator and its Service Providers, Affiliates and Business Partners each reserve copyrights in all content that each provides to the Sites, including but not

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- c. Trademarks. No trademark, service mark, certification mark, collective mark or trade dress (collectively "Trademarks") owned by Operator, Service Providers, Affiliates or Business Partners may be copied, imitated, or used, in whole or in part, without prior written permission of the owner of the relevant Trademark. All page headers, custom graphics, button icons, and scripts are Trademarks owned by Operator, Service Providers, Affiliates or Business Partners which may not be copied, imitated, or used, in whole or in part, without the relevant owner's prior written permission. No rights to use any Trademarks are granted under these Terms. Certain company names and products mentioned on the Sites may be claimed as Trademarks by their respective owners, who may not be affiliated with Operator, Service Providers, Affiliates or Business Partners.
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- e. Software. Any software, including any files, images generated by the software, code, and data accompanying the software (collectively, "Software"), used or accessible through the Sites may be used by you solely for accessing and using the Sites for purposes expressly stated on the Sites or in an applicable written document, provided that such uses are not competitive with or derogatory to Operator or its Service Providers, Affiliates or Business Partners. Operator and its Service Providers, Affiliates and Business Partners retain full and complete title to and all intellectual property rights they may own in the Software. You agree not to copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works based upon any Software.
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information to Operator or its Service Providers, Affiliates or Business Partners via email or other means you grant to Operator and its Service Providers, Affiliates and Business Partners an irrevocable, non-exclusive, royalty-free, sublicensable, worldwide license (including but not limited to a copyright license) to prepare derivative works, use, reproduce, display, publicly perform, transmit and distribute such Information and derivative works thereof for any purpose.

5. User Conduct - Security In using any of the Sites, you agree not to:
 - a. disrupt or interfere with the security of, or otherwise abuse, the Sites, or any services, system resources, accounts, servers or networks connected to or accessible through the Sites or affiliated or linked websites;
 - b. disrupt or interfere with any other user's enjoyment of the Sites or affiliated or linked websites;
 - c. upload, post, or otherwise transmit through or on any Sites any viruses or other harmful, disruptive or destructive files;
 - d. use or attempt to use another's account, service or system without authorization from Operator or create or use a false identity on any Sites;
 - e. transmit through or on any Sites spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
 - f. attempt to obtain unauthorized access to any Site or portions of any Site that are restricted from general access ("Limited Access Areas");
 - g. grant access to or use of any Limited Access Areas of any Sites to any third party without Operator's prior consent (evidenced by Operator's issuance of valid user name and password); or
 - h. use the user name or password of any other person at any time.

You also agree to keep any user name and password issued to you safe from disclosure to third parties, and to be responsible for all actions and communications undertaken or transmitted under your account.

6. User Conduct - Online Communities and Other Interactive Areas. The Sites may contain areas where you may post and share comments with other Site users on a variety of subjects. You agree that you will not post or otherwise disseminate on or through the Sites unlawful, harassing, libelous, tortuous, abusive, offensive, threatening, or obscene communications or material of any kind, or materials which infringe or violate any third party's copyright, Trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation; or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes or conveys information about illegal activities or harm against anyone. Operator reserves the right but not the obligation to remove any materials it deems objectionable. You agree to hold harmless Operator and its Affiliates, Service Providers and Business Partners from all claims based upon communications made or materials posted by others or the use by third parties of any Site.
7. Termination. Registered Users agree to notify Operator immediately when he/she is no longer working for the company or other legal entity under which access to the Sites was originally granted, or when such entity no longer consents to such access. All termination notices must be sent to the Designated Address for each Site to which the Registered User is registered, containing the following header: "NOTICE OF TERMINATION/ CHANGE OF USER STATUS". The

notice must specify the extent of and effective date of the termination/change, the user name of the individual who is subject to the notice, and the Site(s) for which access is terminated, if less than all. This termination/change will not affect any obligations or rights of the parties arising before the effective date of termination or change. Termination will be deemed effective at the earlier of: (a) transmission of an Acknowledgment from Operator to the user expressly confirming the termination; or (b) midnight on the first business day following Operator's receipt of the termination notice.

8. Links and Third Party Content.

- a. Links to Other Websites. The Sites may from time to time contain links to other websites or other Internet information sources ("Third Party Sources"). These links are provided as a convenience and do not constitute an approval, endorsement, sponsorship or recommendation by Operator of -- or responsibility for -- the third parties or the linked Third Party Sources or any content, services or products available on or through such Third Party Sources.
- b. Links from Other Websites. All links to any Site must be approved in writing by the site Operator, except that Operator consents to links in which: (i) the link is a text-only link containing only the name "[teledyne-ml.com](http://www.teledyne-ml.com)" or the URL "<http://www.teledyne.com>"; (ii) the link "points" only to <http://www.teledyne-ml.com> and not to deeper pages; (iii) the link, when activated by a user, displays this page full-screen in a fully operable and navigable browser window and not within a "frame" on the linked website; (iv) the appearance, position, and other aspects of the link may neither create the false appearance that an entity or its activities or products are associated with or sponsored by Operator or its Service Providers, Affiliates or Business Partners nor be such as to damage or dilute the goodwill associated with the name and trademarks of Operator or its Service Providers, Affiliates or Business Partners. Operator reserves the right to revoke this consent to link at any time in its sole discretion.
- c. Third Party Content. Any Site may contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements and postings in online community discussions. You agree that neither Operator nor its Service Providers, Affiliates nor Business Partners shall have any liability whatsoever to you for any such third party material, data or information.

9. Disclaimers.

- a. THESE SITES, THEIR CONTENT AND THE AVAILABILITY OF LISTED PARTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF ALL SITE(S) AND/OR THEIR CONTENT IS AT YOUR SOLE RISK.
- b. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, OPERATOR AND ITS SERVICE PROVIDERS, AFFILIATES AND BUSINESS PARTNERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT USE OF ANY SITE WILL NOT EXPAND OPERATOR'S LIABILITY BEYOND THE LIMITS OF ANY CONTRACT UNDER WHICH ACCESS HAS BEEN GRANTED. YOU UNDERSTAND AND AGREE THAT OPERATOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS, YOUR COMPUTER SYSTEM, LOSS OF DATA OR MISDELIVERIES THAT RESULT FROM USE OF THE SITE OR DOWNLOAD OF ANY CONTENT, DATA AND/OR SOFTWARE FROM THE SITES. OPERATOR ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, COMPATIBILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE

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- c. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN AN APPLICABLE WRITTEN CONTRACT.
 - d. THE SITES TOGETHER WITH ANY DOCUMENTS ISSUED BY OPERATOR OR ITS SERVICE PROVIDERS, AFFILIATES OR BUSINESS PARTNERS AND AVAILABLE THROUGH THE SITES MAY CONTAIN CERTAIN "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. THESE STATEMENTS ARE BASED ON MANAGEMENT'S CURRENT EXPECTATIONS AND ARE SUBJECT TO UNCERTAINTY AND CHANGES IN CIRCUMSTANCES. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THESE EXPECTATIONS DUE TO CHANGES IN GLOBAL ECONOMIC, BUSINESS, COMPETITIVE MARKET AND REGULATORY FACTORS. MORE DETAILED INFORMATION ABOUT THOSE FACTORS IS CONTAINED IN OPERATOR'S FILINGS WITH THE SECURITIES AND EXCHANGE COMMISSION.
 - e. ALTHOUGH DATA, QUOTES, STATUS REPORTS, TECHNICAL DRAWINGS, CONFIGURATIONS, AND CATALOG LISTINGS ON THE SITES ARE BELIEVED TO BE ACCURATE, YOU SHOULD INDEPENDENTLY EVALUATE THE ACCURACY OF THE INFORMATION AND THE USEFULNESS TO YOUR PARTICULAR NEEDS OF ANY PRODUCT OR SERVICE. SPECIFICATIONS FOR PRODUCTS AND SERVICES ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND OPERATOR AND ITS SERVICE PROVIDERS, AFFILIATES AND BUSINESS PARTNERS RESERVE THE RIGHT TO MAKE CHANGES WITHOUT NOTICE TO PROCESSING, MATERIALS, OR CONFIGURATION. PRODUCTS LISTED IN ONLINE CATALOGS ARE NOT GUARANTEED TO BE AVAILABLE AT THE TIME OF YOUR ORDER.
10. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL OPERATOR OR ITS AFFILIATES, SERVICE PROVIDERS, BUSINESS PARTNERS, VENDORS, OR SUPPLIERS BE LIABLE FOR ANY CLAIM BY ANY PARTY OTHER THAN OPERATOR FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE ANY SITE OR ANY CONTENT CONTAINED ON ANY SITE, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION 11 AND SECTION 10 ABOVE SHALL ALSO APPLY TO PROTECT THE PARENTS AND SUBSIDIARIES OF OPERATOR AND ITS AFFILIATES, SERVICE PROVIDERS, BUSINESS PARTNERS, VENDORS, AND SUPPLIERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THEM, WHO ARE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT FOR THIS PURPOSE, AND SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
11. General.
- a. International. Your access to any Site from territories where its contents may be illegal is prohibited.
 - b. Compliance with Export Control Laws. All transactions and other activity on any Site shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations and any amendments thereof of the USA. and user's country. User hereby agrees that it shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or

otherwise, of technical information (including but not limited to technical data and software) made available on or through any Site, or the direct product thereof, other than as permitted by applicable export control laws and regulations. Additional export restrictions, including those relating to nuclear technical data, information, software, assistance and services, may also apply, as stated in the Terms of Use or Supplemental Terms of Use for a particular Site or any applicable agreement. All obligations in this paragraph survive any termination of site access, and discharge of any other contract obligations.

- c. **Applicable Law.** These Terms shall be governed by and construed in accordance with the laws of the State of California, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of California for any disputes arising from or related to any Site or these Terms. You also agree that you will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on this Site.
- d. **English Language.** The parties agree that there shall be no requirement to translate any of the Sites, or any portion thereof or content thereon, into any other language than the one in which they appear, and that all contractual and transactional communications shall be in the English language, and that there shall be no requirement to translate any communication into any other language.

Enforceability. These Terms are not intended to alter the terms or conditions of any other agreement you may have with Operator or its Service Providers, Affiliates or Business Partners to the extent that those agreements govern issues other than your use of these Sites, nor any agreements that they may have with one another. Should any provision in these Terms be found invalid or unenforceable for any reason, that provision shall be deemed severable from the Terms and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to the terms or your use of the Site must be filed within one year after it arose or be permanently barred.