

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 (Date of earliest event reported): June 27, 2025

Fortive Corporation
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-37654
(Commission File Number)

6920 Seaway Blvd
Everett, WA
(Address of principal executive offices)

47-5654583
(IRS Employer Identification No.)

98203
(Zip code)

(425) 446-5000
(Registrant's Telephone Number, Including Area Code)

- 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	Name of each exchange on which registered
Common stock, par value \$0.01 per share	FTV	New York Stock Exchange
3.700% Notes due 2026	FTV26A	New York Stock Exchange
3.700% Notes due 2029	FTV29	New York Stock Exchange

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. ☐

Introductory Note

This Current Report on Form 8-K is being filed in connection with the closing on June 28, 2025 at 12:01 a.m. Eastern Time of the previously announced separation (the “Separation”) of the precision technologies segment of Fortive Corporation (“Fortive” or the “Company”) from the Company’s remaining businesses. The Separation was effected by the transfer of the precision technologies segment from the Company to Ralliant Corporation (“Ralliant”) and the distribution of all of the outstanding shares of Ralliant common stock to the Company’s stockholders (the “Distribution”).

As a result of the Distribution, Ralliant is now an independent public company trading under the symbol “RAL” on the New York Stock Exchange.

Item 1.01 Entry Into a Material Definitive Agreement

In connection with the Distribution, on June 27, 2025, Fortive entered into several agreements with Ralliant that govern the relationship of the parties following the Distribution, including a Separation and Distribution Agreement, an Employee Matters Agreement, a Tax Matters Agreement, a Transition Services Agreement, an Intellectual Property Matters Agreement, an FBS License Agreement and a Fort Solutions License Agreement. A summary of certain material features of the Separation and Distribution Agreement, the Employee Matters Agreement, the Tax Matters Agreement, the Transition Services Agreement, the Intellectual Property Matters Agreement, the FBS License Agreement and the Fort Solutions License Agreement can be found in the section entitled “Certain Relationships and Related Person Transactions—Agreements with Fortive” in Ralliant’s Information Statement, which is included as Exhibit 99.1 to Amendment No. 2 to Ralliant’s Registration Statement on Form 10-12B (File No. 001-42633) filed with the U.S. Securities and Exchange Commission on May 28, 2025 (the “Information Statement”). These summaries are incorporated by reference into this Item 1.01 in their entirety.

The foregoing summary of the Separation-related agreements is qualified in its entirety by reference to the full texts of the Separation and Distribution Agreement, the Employee Matters Agreement, the Tax Matters Agreement, the Transition Services Agreement, the Intellectual Property Matters Agreement, the FBS License Agreement and the Fort Solutions License Agreement, which are included as Exhibits 2.1, 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6 to this Current Report on Form 8-K and incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets

Immediately prior to the Distribution, Ralliant was a owned subsidiary of Fortive. The Distribution was completed effective as of 12:01 a.m. on June 28, 2025. Following the completion of the Distribution, Ralliant is now an independent public company trading under the symbol “RAL” on the New York Stock Exchange. The Distribution was made to holders of Fortive common stock of record as of the close of business on June 16, 2025 (the “Record Date”), who received one share of Ralliant common stock for every three shares of Fortive common stock held as of the Record Date. Fractional shares of Ralliant common stock were not issued in the Distribution. Fractional shares that holders of Fortive common stock would otherwise have been entitled to receive were aggregated and are being sold in the public market by the distribution agent. The aggregate net cash proceeds of these sales will be distributed ratably to those holders of Fortive common stock who would otherwise have been entitled to receive fractional shares.

Item 2.02 Results of Operations and Financial Condition

On June 30, 2025, Fortive issued a press release announcing the completion of the Distribution and information relating to estimated financial performance for the quarter ended June 28, 2025. A copy of the press release is furnished herewith as Exhibit 99.1 and incorporated by reference herein.

The information set forth in this Item 2.02 of this Current Report on Form 8-K and the press release attached hereto as Exhibit 99.1 are being furnished pursuant to Item 2.02 of Form 8-K. This Item 2.02 of this Current Report on Form 8-K and the press release attached hereto as Exhibit 99.1 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

As previously disclosed, James A. Lico retired as President and Chief Executive Officer of Fortive and as a member of the Board of Directors (the “Board”) of Fortive, effective as of the completion of the Distribution. In connection therewith, on June 27, 2025, the Board appointed Olumide Soroye, formerly Fortive’s President and Chief Executive Officer of the Intelligent Operating Solutions and Advanced Healthcare Solutions segments, as President and Chief Executive Officer of Fortive and as a member of the Board, effective as of the completion of the Distribution.

Biographical and compensation information for Mr. Soroye can be found in Fortive’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024, which are incorporated by reference into this Item 5.02.

There are no arrangements or understandings between Mr. Soroye and any other person pursuant to which he was appointed as an officer or a director of the Company. Mr. Soroye has no interest in any transaction in which the Company is a participant that would require disclosure under Item 404(a) of Regulation S-K. There are no family relationships between Mr. Soroye and any other executive officer or director of the Company.

Item 8.01 Other Events

As previously reported, on May 15, 2025, Ralliant entered into a credit agreement (the “Credit Agreement”) with a syndicate of banks, consisting of a three-year, \$700 million senior unsecured delayed draw term loan facility (the “Three-Year Term Loan”), an eighteen-month, \$600 million senior unsecured delayed draw term loan facility (the “Eighteen-Month Term Loan” and together with the Three-Year Term Loan, the “Term Loans”) and a five-year, \$750 million senior unsecured multi-currency revolving credit facility, including a \$25 million sublimit for swingline loans and a \$75 million sublimit for the issuance of letters of credit. At the closing of the Credit Agreement, Ralliant did not borrow any funds under the Credit Agreement. On June 27, 2025, Ralliant borrowed \$1.15 billion pro rata under the Term Loans. Ralliant used the proceeds from the Term Loans to make payments to Fortive as part of the consideration for the contribution of certain assets and liabilities to Ralliant by Fortive in connection with the Separation (collectively, the “Cash Consideration”). Fortive intends to apply the Cash Consideration to repay certain outstanding indebtedness of Fortive and to repurchase certain of its outstanding common stock pursuant to the special purpose share repurchase program authorized on May 27, 2025.

The description of the Credit Agreement is set forth under Item 1.01 in the Company’s Current Report on Form 8-K filed on May 19, 2025 (the “Prior 8-K”), which description is incorporated herein by reference. In addition, the Credit Agreement was filed as Exhibit 10.1 to the Prior 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

The following unaudited pro forma financial information of Fortive is filed as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference:

- Unaudited pro forma consolidated condensed balance sheet as of March 28, 2025.
- Unaudited pro forma consolidated condensed statements of earnings for the three-month period ended March 28, 2025 and each of the years ended December 31, 2024, 2023, and 2022.
- Notes to the unaudited pro forma consolidated condensed financial statements.

Exhibit No.	Description
2.1	Separation and Distribution Agreement, dated June 27, 2025, by and between Ralliant Corporation and Fortive Corporation
10.1	Employee Matters Agreement, dated June 27, 2025, by and between Ralliant Corporation and Fortive Corporation
10.2	Tax Matters Agreement, dated June 27, 2025, by and between Ralliant Corporation and Fortive Corporation
10.3	Transition Services Agreement, dated June 27, 2025, by and between Ralliant Corporation and Fortive Corporation
10.4	Intellectual Property Matters Agreement, dated June 27, 2025, by and between Ralliant Corporation and Fortive Corporation
10.5	FBS License Agreement, dated June 27, 2025, by and between Ralliant Corporation and Fortive Corporation
10.6	Fort Solutions License Agreement, dated June 27, 2025, by and between Ralliant Corporation and Fortive Corporation
99.1	Press Release of Fortive Corporation, dated June 30, 2025
99.2	Unaudited Pro Forma Consolidated Financial Statements of Fortive Corporation
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

FORTIVE CORPORATION

Date: June 30, 2025

By: /s/ Daniel B. Kim
Daniel B. Kim
Vice President - Associate General Counsel and Secretary

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

FORTIVE CORPORATION

and

RALLIANT CORPORATION

Dated as of June 27, 2025

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Exhibit G	Amended and Restated Certificate of Incorporation of Ralliant
Exhibit H	Amended and Restated Bylaws of Ralliant

SEPARATION AND DISTRIBUTION AGREEMENT

This SEPARATION AND DISTRIBUTION AGREEMENT (this “Agreement”), dated as of June 27, 2025, is entered into by and between Fortive Corporation, a Delaware corporation (“Fortive”), and Ralliant Corporation, a Delaware corporation and a wholly owned subsidiary of Fortive (“Ralliant”). “Party” or “Parties” means Fortive or Ralliant, individually or collectively, as the case may be.

WITNESSETH:

WHEREAS, Fortive, acting through its direct and indirect Subsidiaries, currently conducts the Fortive Retained Business and the Ralliant Business;

WHEREAS, the Board of Directors of Fortive, together with the Separation Committee thereof (the “Fortive Board”), has determined that it is appropriate, desirable and in the best interests of Fortive and its stockholders to separate Fortive into two separate, publicly traded companies, one for each of (i) the Fortive Retained Business, which shall be owned and conducted, directly or indirectly, by Fortive and its Subsidiaries (other than Ralliant and its Subsidiaries) and (ii) the Ralliant Business, which shall be owned and conducted, directly or indirectly, by Ralliant and its Subsidiaries (the “Separation”);

WHEREAS, in order to effect the Separation, the Fortive Board has determined that it is appropriate, desirable and in the best interests of Fortive and its stockholders for Fortive to undertake the Internal Reorganization;

WHEREAS, in connection with and as part of the Internal Reorganization, and pursuant to the Separation Plan and the plan of reorganization attached hereto as Annex A (the “Plan of Reorganization”), Fortive will contribute the assets of, and entities conducting, the Ralliant Business (including any Cash Adjustment or Restricted Jurisdiction Cash Adjustment payable by Fortive to Ralliant), and, in exchange therefor, Ralliant shall (i) issue to Fortive shares of Ralliant Common Stock (which issuance may be actual or constructive), (ii) assume (directly or indirectly) certain liabilities of Fortive associated with the Ralliant Business, and (iii) pay Fortive an amount of cash equal to the Ralliant Cash Payment (as defined herein) (and any Cash Adjustment payable by Ralliant to Fortive), each as more fully described herein (collectively, the “Contribution”);

WHEREAS, following the completion of the Internal Reorganization and the Contribution, and pursuant to the Plan of Reorganization, Fortive shall distribute, on a pro rata basis, to the Record Holders, in accordance with the Distribution Ratio, an aggregate of 100% of the issued and outstanding shares of Ralliant Common Stock (such distribution, the “Distribution”) on the terms and conditions set forth in this Agreement;

WHEREAS, (i) the Fortive Board has (x) determined that the transactions contemplated by this Agreement and the Ancillary Agreements have a valid business purpose, are in furtherance of and consistent with its business strategy and are in the best interests of Fortive and its stockholders and (y) approved this Agreement and each of the Ancillary Agreements and

(ii) the Board of Directors of Ralliant, together with the Separation Committee thereof (the “Ralliant Board”), has approved this Agreement and each of the Ancillary Agreements (to the extent Ralliant is a party thereto);

WHEREAS, the Parties desire to set forth the principal corporate transactions required to effect the Internal Reorganization, the Contribution and the Distribution, and certain other agreements relating to the relationship of Fortive and Ralliant and their respective Subsidiaries following the Effective Time;

WHEREAS, the Parties acknowledge that this Agreement and the Ancillary Agreements represent the integrated agreement of Fortive and Ralliant relating to the Internal Reorganization, the Contribution and the Distribution, are being entered into together, and would not have been entered into independently;

WHEREAS, it is the intention of the Parties that the Contribution and the Distribution (except to the extent of any cash received in lieu of fractional shares of Ralliant Common Stock) taken together, will qualify as a transaction that is tax-free for U.S. federal income Tax purposes under Section 355 and Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, this Agreement, together with the relevant portions of the Separation Plan and the Plan of Reorganization, is intended to be a “plan of reorganization” within the meaning of Treas. Reg. Section 1.368-2(g) and Prop. Treas. Reg. Section 1.368-4.

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 **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

(1) “Action” shall mean any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

(2) “Affiliate” shall mean, when used with respect to a specified Person and at a point in, or with respect to a period of, time, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person at such point in or during such period of time. For the purposes of this definition, “control”, 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, from and after the Effective Time, solely for purposes of this Agreement, (i) no member of the Ralliant Group shall be

deemed an Affiliate of any member of the Fortive Group and (ii) no member of the Fortive Group shall be deemed an Affiliate of any member of the Ralliant Group.

(3) “Ancillary Agreements” shall mean the Transition Services Agreement, the Employee Matters Agreement, the Tax Matters Agreement, the Intellectual Property Matters Agreement, the FBS License Agreement, the Fort Solutions License Agreement, the lease agreements for the sites set forth in Schedule 1.1(3), any Continuing Arrangements, any and all Conveyancing and Assumption Instruments, and any other agreements to be entered into by and between any member of the Fortive Group, on one hand, and any member of the Ralliant Group, on the other hand, at, prior to or after the Effective Time in connection with the Distribution.

(4) “Asset Transferors” shall mean the entities (including Fortive and Ralliant, as applicable) transferring Assets to Ralliant or Fortive, as the case may be, or one of their respective Subsidiaries in order to consummate the transactions contemplated hereby.

(5) “Assets” shall mean all rights, title and ownership interests in and to all properties, claims, Contracts, businesses, entities or assets (including Intellectual Property, goodwill and all direct or indirect interests in the capital stock of, or any other equity interests in, any Person), 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 on the books and records or financial statements of any Person. For the avoidance of doubt, except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement.

(6) “Assume” shall have the meaning set forth in Section 2.2(c); and the terms “Assumed” and “Assumption” shall have their correlative meanings.

(7) “Beneficially Own” shall have the meaning set forth in Section 13(d) of the Exchange Act and the rules and regulations thereunder.

(8) “Business” shall mean the Fortive Retained Business or the Ralliant Business, as applicable.

(9) “Business Day” shall mean any day other than Saturday or Sunday and any other day on which commercial banking institutions located in New York, New York are required, or authorized by Law, to remain closed.

(10) “Business Entity” shall mean any corporation, partnership, limited liability company, joint venture or other entity which may legally hold title to Assets.

(11) “Cash Equivalents” shall mean (i) cash and (ii) checks, certificates of deposit having a maturity of less than one year, money orders, marketable securities, money market funds, commercial paper, short-term instruments and other cash equivalents, 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. For the purposes of Section 2.12 (including the definition of “Distribution Date Cash Amount”), “Cash Equivalents” shall not include any (x) cash in jurisdictions set forth on Schedule 1.1(11) (the “Restricted Jurisdictions”) and (y) cash in transit at the Effective Time.

(12) “Commission” shall mean the United States Securities and Exchange Commission.

(13) “Company Policies” shall mean all insurance policies, insurance contracts and claim administration contracts of any kind of any member of the Fortive Group, which are in effect at the Effective Time, except all insurance policies, insurance contracts and claim administration contracts established in contemplation of the Distribution to cover any member of the Ralliant Group after the Effective Time.

(14) “Confidential Information” shall mean all non-public, confidential or proprietary Information to the extent concerning a Party, its Group and/or its Subsidiaries or with respect to Ralliant, the Ralliant Business, any Ralliant Assets or any Ralliant Liabilities or with respect to Fortive, the Fortive Retained Business, any Fortive Retained Assets or any Fortive Liabilities, including any such Information that was acquired by any Party after the Effective Time pursuant to Article VI or otherwise in accordance with this Agreement, or that was provided to a Party by a third party in confidence, including non-public, confidential or proprietary (a) technical information relating to the design, operation, testing, test results, development, and manufacture of any Party’s product (including product specifications and documentation; engineering, design, and manufacturing drawings, diagrams, and illustrations; formulations and material specifications; laboratory studies and benchmark tests; quality assurance policies procedures and specifications; evaluation and/validation studies; assembly code, software, firmware, programming data, databases, and all information referred to in the same); product costs, margins and pricing; as well as product marketing studies and strategies; all other Know-How related to research, engineering, development and manufacturing; (b) information, documents and materials relating to the Party’s financial condition, management and other business conditions, prospects, plans, procedures, infrastructure, security, information technology procedures and systems, and other business or operational affairs; (c) pending unpublished patent applications and trade secrets; and (d) any other 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 for any Information that is (i) in the public domain or generally known to the public through no fault of the receiving Party or its Subsidiaries in violation of this Agreement, (ii) lawfully acquired after the Effective Time by such Party or its Subsidiaries from other sources not known to be subject to confidentiality obligations with respect to such Information or (iii) independently developed by the receiving Party after the Effective Time without reference to or use of any Confidential Information. As used herein, by example and without limitation, Confidential Information shall mean any information of a Party marked as confidential, proprietary and/or non-public.

(15) “Consents” shall mean any consents, waivers, notices, reports or other filings to be obtained from or made, including with respect to any Contract, or any registrations, licenses, permits, authorizations to be obtained from, or approvals from, or notification requirements to, any third parties, including any third party to a Contract and any Governmental Entity.

(16) “Continuing Arrangements” shall mean:

(i) those arrangements set forth on Schedule 1.1(16)(i);

(ii) this Agreement and the Ancillary Agreements (and each other Contract expressly contemplated by this Agreement or any Ancillary Agreement to be entered into or continued by any of the Parties or any of the members of their respective Groups);

(iii) any Contracts between: (i) a Subsidiary of Fortive that is in the business of selling or buying products or services to or from third parties; and (ii) a member

of the Ralliant Group, and which Contract is related primarily to the provision or purchase of such products or services and was or is entered into in the ordinary course of business and on arms'-length terms; and

(iv) such other commercial arrangements among the Parties that are intended to survive and continue following the Effective Time; provided that none of the intercompany Contracts set forth on Schedule 1.1(16)(iv) shall be deemed to be Continuing Arrangements, it being understood that Schedule 1.1(16)(iv) is not intended to be an exclusive list of arrangements that are to be terminated at the Effective Time; provided, however, that for the avoidance of doubt, Continuing Arrangements shall not be Third Party Agreements.

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

(18) [Reserved]

(19) "Conveyancing and Assumption Instruments" shall mean, collectively, the various Contracts, including the related local asset transfer agreements and local stock transfer agreements, 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 (including the Plan of Reorganization), the Internal Reorganization and the Separation Plan, or otherwise relating to, arising out of or resulting from the transactions contemplated by this Agreement, in such form or forms as the applicable Parties thereto agree.

(20) "Credit Support Instruments" shall mean any letters of credit, performance bonds, surety bonds, bankers acceptances, or other similar arrangements.

(21) "Distribution Agent" shall mean Computershare Trust Company, N.A.

(22) "Distribution Date" shall mean the date, as shall be determined by the Fortive Board, on which the Distribution occurs.

(23) "Distribution Date Cash Amount" shall mean Fortive's good faith calculation of the amount of Cash Equivalents of the Ralliant Group as of the Effective Time (after giving effect to the payment by Ralliant of the Consideration to Fortive pursuant to Section 2.12(b)), and excluding the amounts described on Schedule 1.1(23)).

(24) "Distribution Disclosure Documents" shall mean the Form 10 and all exhibits thereto (including the Information Statement), any current reports on Form 8-K and the registration statement on Form S-8 related to securities to be offered under Ralliant's employee benefit plans, in each case as filed or furnished by Ralliant with or to the Commission in connection with the Distribution or filed or furnished by Fortive with or to the Commission, solely to the extent such documents relate to Ralliant or the Distribution.

(25) "Distribution Ratio" shall mean one share of Ralliant Common Stock for every three shares of Fortive Common Stock.

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

(27) “Employee Matters Agreement” shall mean the Employee Matters Agreement by and between Fortive and Ralliant, in the form attached hereto as Exhibit A.

(28) “Environmental Laws” shall mean all Laws relating to pollution or protection of human health or safety or the environment, 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 the management or use of natural resources.

(29) “Environmental Liabilities” shall mean Liabilities relating to Environmental Law or the Release or threatened Release of or exposure to Hazardous Substances, including the following: (i) actual or alleged violations of or non-compliance with any Environmental Law, including a failure to obtain, maintain or comply with any Environmental Permits; (ii) obligations arising under or pursuant to any applicable Environmental Law or Environmental Permit; (iii) the presence of Hazardous Substances or the introduction of Hazardous Substances to the environment at, in, on, under or migrating from any of the building, facility, structure or real property, including Liabilities relating to, resulting from or arising out of the investigation, remediation, or monitoring of such Hazardous Substances; (iv) natural resource damages, property damages, personal or bodily injury or wrongful death relating to the presence of or exposure to Hazardous Substances (including asbestos-containing materials), at, in, on, under or migrating to or from any building, facility, structure or real property; (v) the transport, disposal, recycling, reclamation, treatment or storage, Release or threatened Release of Hazardous Substances at Off-Site Locations; and (vi) any agreement, decree, judgment, or order relating to the foregoing. The term “Environmental Liabilities” does not include Liabilities arising in connection with claims for injuries to persons or property from products sold by or services provided by the Ralliant Group, the Fortive Group or their predecessors, including claims related to exposure to asbestos with respect to such products or services.

(30) “Environmental Permit” shall mean any permit, license, approval or other authorization under any applicable Law or of any Governmental Entity relating to Environmental Laws or Hazardous Substances.

(31) “Exchange Act” shall mean the United States Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

(32) “Excluded Environmental Liabilities” shall mean any and all Environmental Liabilities whether arising before, at or after the Effective Time, to the extent relating to, resulting from, or arising out of the past, present or future operation, conduct or actions of the Fortive Retained Business.

(33) “FBS License Agreement” shall mean the FBS License Agreement by and between Fortive and Ralliant, in the form attached hereto as Exhibit B.

(34) “Final Determination” shall have the meaning set forth in the Tax Matters Agreement.

(35) “Former Business” shall mean any corporation, partnership, entity, division, business unit or business (in each case, including any assets and liabilities

comprising the same) that has been sold, conveyed, assigned, transferred, spun-off, split-off or otherwise disposed of or divested (in whole or in part) to a Person or Persons that is not a member of the Ralliant Group or the Fortive Group or the operations, activities or production of which has been discontinued, abandoned, completed or otherwise terminated (in whole or in part), in each case, prior to the Effective Time.

(36) “Fort Solutions License Agreement” shall mean the Fort Solutions License Agreement by and between Fortive and Ralliant, in the form attached hereto as Exhibit C.

(37) “Fortive Asset Transferee” shall mean any Business Entity that is or will be a member of the Fortive Group or Fortive Subsidiary to which Fortive Retained Assets shall be or have been transferred, directly or indirectly, at or prior to the Effective Time, or which is contemplated by the Internal Reorganization or this Agreement or the Ancillary Agreements to occur after the Effective Time, by an Asset Transferor in order to consummate the transactions contemplated hereby.

(38) “Fortive Common Stock” shall mean the common stock of Fortive, par value \$0.01 per share.

(39) “Fortive Former Business” shall mean any Former Business (other than the Ralliant Business or the Ralliant Former Businesses) that, at the time of sale, conveyance, assignment, transfer, disposition, divestiture (in whole or in part) or discontinuation, abandonment, completion or termination of the operations, activities or production thereof, was primarily managed by or associated with the Fortive Retained Business as then conducted.

(40) “Fortive Group” shall mean (i) Fortive and each Person that is a direct or indirect Subsidiary of Fortive as of immediately following the Effective Time and (ii) each Business Entity that becomes a Subsidiary of Fortive after the Effective Time.

(41) “Fortive Indemnitees” shall mean each member of the Fortive Group and each of their respective Affiliates from and after the Effective Time and each member of the Fortive Group’s and such Affiliates’ respective current, former and future directors, officers, employees and agents (solely in their respective capacities as current, former and future directors, officers, employees or agents of any member of the Fortive Group or their respective Affiliates) and each of the heirs, executors, successors and assigns of any of the foregoing, except, for the avoidance of doubt, the Ralliant Indemnitees.

(42) “Fortive Retained Assets” shall mean:

(i) the Assets listed or described on Schedule 1.1(42)(i) and any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets to be retained by Fortive or any other member of the Fortive Group, including for the avoidance of doubt all Fortive Retained IP (including all rights of priority arising from any Fortive Retained IP, all goodwill associated with any Trademarks included in the Fortive Retained IP, and all rights to sue, and to seek and retain damages, for any past, present or future infringement, misappropriation or other violation of any Fortive Retained IP);

(ii) any and all Assets that are owned, leased or licensed, at or prior to the Effective Time, by Fortive and/or any of its Subsidiaries, that are not Ralliant Assets; and

(iii) any and all Assets that are acquired or otherwise become Assets of the Fortive Group after the Effective Time.

(43) “Fortive Retained Business” shall mean (i) those businesses operated by the Fortive Group prior to the Effective Time other than the Ralliant Business, (ii) those Business Entities or businesses acquired or established by or for any member of the Fortive Group after the Effective Time, and (iii) any Fortive Former Business; provided that Fortive Retained Business shall not include any Ralliant Former Business or Ralliant Former Real Property.

(44) “Fortive Retained IP” shall mean all Intellectual Property of the Fortive Group or the Ralliant Group other than Ralliant Intellectual Property, including the Fortive Retained Names.

(45) “Fortive Retained Liabilities” shall mean:

(i) any and all Liabilities that are expressly contemplated by this Agreement or any Ancillary Agreement as Liabilities to be retained or assumed by Fortive or any other member of the Fortive Group, and all agreements, obligations and other Liabilities of Fortive or any member of the Fortive Group under this Agreement or any of the Ancillary Agreements;

(ii) any and all Liabilities of a member of the Fortive Group to the extent relating to, arising out of or resulting from any Fortive Retained Assets (other than Liabilities arising under any Shared Contracts to the extent such Liabilities relate to the Ralliant Business);

(iii) the Liabilities listed on Schedule 1.1(45)(iii); and

(iv) any and all Liabilities of Fortive and each of its Subsidiaries that are not Ralliant Liabilities.

Notwithstanding the foregoing and for the avoidance of doubt, the Fortive Retained Liabilities shall not include any Liabilities for Taxes for which Ralliant or a member of the Ralliant Group is responsible pursuant to the Tax Matters Agreement.

(46) “Fortive Retained Names” shall mean the names and marks set forth in Schedule 1.1(46), and any Trademarks containing or comprising any of such names or marks, and any Trademarks derivative thereof or confusingly similar thereto, or any telephone numbers or other alphanumeric addresses or mnemonics containing any of the foregoing names or marks.

(47) “Governmental Approvals” shall mean any notices or reports to be submitted to, or other registrations or filings to be made with, or any consents, approvals, licenses, permits or authorizations to be obtained from, any Governmental Entity.

(48) “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 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.

(49) “Group” shall mean (i) with respect to Fortive, the Fortive Group and (ii) with respect to Ralliant, the Ralliant Group.

(50) “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,” “toxic pollutants,” “contaminants,” “pollutants,” “wastes,” “radioactive materials,” “petroleum,” “oils” or designations of similar import under any Environmental Law, or (b) any other chemical, material or substance that is regulated or for which liability can be imposed under any Environmental Law.

(51) “Indebtedness” shall mean, with respect to any Person, (i) the principal amount, prepayment and redemption premiums and penalties (if any), unpaid fees and other monetary obligations in respect of any indebtedness for borrowed money, whether short term or long term, and all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments, (ii) any indebtedness arising under any capital leases (excluding, for the avoidance of doubt, any real estate leases), whether short term or long term, (iii) all liabilities secured by any Security Interest on any assets of such Person, (iv) all liabilities under any interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements, (v) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect such Person against fluctuations in interest rates, (vi) all interest bearing indebtedness for the deferred purchase price of property or services, (vii) all liabilities under any Credit Support Instruments, (viii) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (i) through (vii), and (ix) without duplication, all guarantees of indebtedness referred to in the foregoing clauses (i) through (viii).

(52) “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 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).

(53) “Information” shall mean information, content and data in written, oral, electronic, computerized, digital or other tangible or intangible media, including (i) books and records, whether accounting, legal or otherwise, ledgers, studies, reports, surveys, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, marketing plans, customer names and information (including prospects), technical information relating to the design, operation, 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; 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; as well as product marketing studies and strategies; all other methodologies, procedures, techniques and Know-How related to research, engineering, development and manufacturing; communications, correspondence, materials, product literature, artwork, files, documents; and (ii) 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.

(54) “Information Statement” shall mean the Information Statement attached as Exhibit 99.1 to the Form 10, to be distributed to the holders of shares of Fortive Common Stock in connection with the Distribution, including any amendment or supplement thereto.

(55) “Insurance Proceeds” shall mean those monies (i) received by an insured from an insurance carrier (excluding any captive insurance maintained by Fortive or its Subsidiaries) or (ii) paid by an insurance carrier (excluding any captive insurance maintained by Fortive or its Subsidiaries) on behalf of an insured, in either case net of any applicable deductible or retention.

(56) “Insured Claims” shall mean those Liabilities that, individually or in the aggregate, are covered within the terms and conditions of any of the Company Policies, whether or not subject to deductibles, co-insurance, uncollectability or retrospectively-rated premium adjustments, but only to the extent that such Liabilities are within applicable Company Policy limits, including aggregates.

(57) “Intellectual Property” shall mean all intellectual property rights arising in any jurisdiction of the world, including in or with respect to, or arising from, any of the following: (i) trademarks, trade dress, service marks, certification marks, logos, slogans, design rights, names, corporate names, trade names, Internet domain names, social media accounts and addresses and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, “Trademarks”); (ii) patents and patent applications, and any and all related national or international counterparts thereto, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof (collectively, “Patents”); (iii) copyrights and copyrightable subject matter, excluding Know-How; (iv) trade secrets, and all other confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies, excluding Patents (collectively, “Know-How”); and (v) all applications and registrations for any of the foregoing.

(58) “Intellectual Property Matters Agreement” shall mean the Intellectual Property Matters Agreement by and between Fortive and Ralliant, in the form attached hereto as Exhibit D.

(59) “Internal Reorganization” shall mean the allocation and transfer or assignment of Assets and Liabilities (including entities holding Assets and/or Liabilities), including by means of the Conveyancing and Assumption Instruments, resulting in (i) the Ralliant Group owning and operating the Ralliant Business, and (ii) the Fortive Group continuing to own and operate the Fortive Retained Business, as described in the global plan of internal reorganization provided to Ralliant by Fortive prior to the date hereof, as updated from time to time by Fortive in its sole discretion (the “Separation Plan”), including, for the avoidance of doubt, subject to Section 2.5, the Transfer, directly or indirectly, of all of Fortive’s or its Subsidiaries’ right, title and interest in and to the Ralliant Assets, from Fortive or its Subsidiaries to Ralliant or its Subsidiaries and the Assumption of all of the Ralliant Liabilities, directly or indirectly, by Ralliant or its Subsidiaries in connection with or as a result of the transactions contemplated by this Agreement.

(60) “IT Assets” shall mean all software, computer systems, telecommunications equipment, databases, Internet Protocol addresses, data rights and documentation, reference, resource and training materials relating thereto, and all Contracts

(including Contract rights) relating to any of the foregoing (including software license agreements, source code escrow agreements, 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, governmental permits, radio licenses and telecommunications agreements).

(61) “Law” shall mean any applicable U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, treaty (including any income tax treaty), order, approval, consent, decree, injunction, license, permit, administrative interpretation, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(62) “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, reserved or unreserved, or determined or determinable, including those arising under any Law (including Environmental Law), Action, 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. For the avoidance of doubt, except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement.

(63) “Off-Site Location” shall mean any third party location that is not now nor has ever been owned, leased or operated by the Fortive Group or the Ralliant Group or any of their respective predecessors. “Off-Site Location” does not include any property that is adjacent to or neighboring any property formerly, currently or in the future owned, leased or operated by the Fortive Group, the Ralliant Group, or their respective predecessors that has been impacted by Hazardous Substances released from such properties.

(64) “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.

(65) “Policies” shall mean insurance policies and insurance contracts of any kind (other than life and benefits policies or contracts), including primary, excess and umbrella policies, commercial general liability policies, fiduciary liability, directors and officers liability, automobile, property and casualty, workers’ compensation and employee dishonesty insurance policies and bonds, together with the rights, benefits and privileges thereunder.

(66) “Prime Rate” shall mean the rate last quoted as of the time of determination by *The Wall Street Journal* as the “Prime Rate” in the United States or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate as of such time, or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by Fortive) or any similar release by the Federal Reserve Board (as determined by Fortive).

(67) “Ralliant Asset Transferees” shall mean any Business Entity that is or will be a member of the Ralliant Group or any Ralliant Subsidiary to which

Ralliant Assets shall be or have been transferred at or prior to the Effective Time, or which is contemplated by the Internal Reorganization or this Agreement or the Ancillary Agreements to occur after the Effective Time, by an Asset Transferor in order to consummate the transactions contemplated hereby.

(68) “Ralliant Assets” shall mean:

(i) all interests in the capital stock of, or any other equity interests in, the members of the Ralliant Group (other than Ralliant), including those entities set forth on Schedule 1.1(68)(i), held, directly or indirectly, by Fortive (or any member of the Fortive Group) immediately prior to the Effective Time;

(ii) the Assets set forth on Schedule 1.1(68)(ii) (which for the avoidance of doubt is not a comprehensive listing of all Ralliant Assets and is not intended to limit other clauses of this definition of “Ralliant Assets”);

(iii) any and all Assets that are expressly contemplated by this Agreement or any Ancillary Agreement as Assets which have been or are to be Transferred to or retained by any member of the Ralliant Group;

(iv) any and all Assets (other than Cash Equivalents, which shall be governed solely by Section 2.12, reflected on the Ralliant Balance Sheet or the accounting records supporting such balance sheet and any Assets acquired by or for Ralliant or any member of the Ralliant Group subsequent to the date of the Ralliant Balance Sheet which, had they been so acquired on or before such date and owned as of such date, would have been reflected on the Ralliant Balance Sheet if prepared on a consistent basis, subject to any dispositions of any of such Assets subsequent to the date of the Ralliant Balance Sheet;

(v) all rights, title and interest in and to the owned real property set forth on Schedule 1.1(68)(v) and other real property primarily related to the Ralliant Business, including all land and land improvements, structures, buildings and building improvements, other improvements and appurtenances located thereon (the “Ralliant Owned Real Property”);

(vi) all rights, title and interest in, and to and under the leases or subleases of the real property set forth on Schedule 1.1(68)(vi) and other leases primarily related to Ralliant Business, including, to the extent provided for in the Ralliant leases, any land and land improvements, structures, buildings and building improvements, other improvements and appurtenances (the “Ralliant Leased Real Property”);

(vii) all Contracts primarily related to the Ralliant Business and any rights or claims arising thereunder, including, for the avoidance of doubt, and without limiting any other matters that may constitute Ralliant Assets, all Contracts set forth on Schedule 1.1(68)(vii) (the “Ralliant Contracts”);

(viii) the Intellectual Property applications and registrations (including issued patents) set forth on Schedule 1.1(68)(viii), together with all unregistered Intellectual Property (excluding Intellectual applications and registrations, including issued patents) exclusively related to the Ralliant Business (the “Ralliant Intellectual Property”), subject to the Intellectual Property Matters Agreement and all other applicable Ancillary Agreements, together with all rights of priority arising from any Ralliant Intellectual Property, all goodwill associated with any Trademarks included in the Ralliant Intellectual Property, and all rights to sue, and to seek and retain damages, for any past, present or future infringement, misappropriation or other violation of any Ralliant Intellectual Property;

(ix) all licenses, permits, registrations, approvals and authorizations, in each case, which have been issued by any Governmental Entity and are (A) held by a member of the Ralliant Group, or (B) to the extent transferable, relate primarily to or are used primarily in the Ralliant Business (other than to the extent that any member of the Fortive Group benefits from such licenses, permits, registrations, approvals and authorizations in connection with the Fortive Retained Business);

(x) all Information exclusively related to, or exclusively used in, the Ralliant Business;

(xi) excluding any Intellectual Property (which is addressed in Section 1.1(68)(viii) above) together with all other IT Assets that are exclusively used or exclusively held for use in the Ralliant Business;

(xii) all office equipment and furnishings located at the physical site of which the ownership or a leasehold or sub leasehold interest is being transferred to or retained by a member of the Ralliant Group, and which as of the Effective Time is not subject to a lease or sublease back to a member of the Fortive Group (excluding any office equipment and furnishings owned by persons other than Fortive and its Subsidiaries);

(xiii) subject to Article VIII, any rights of any member of the Ralliant Group under any insurance policies held solely by one or more members of the Ralliant Group and which provide coverage solely to one or more members of the Ralliant Group (excluding any insurance policies issued by any captive insurance company of the Fortive Group); and

(xiv) all other Assets (other than any Assets relating to the Intellectual Property, Ralliant Owned Real Property, Ralliant Group Landlord Property, Ralliant Leased Real Property, or Assets that are of the type that would be listed in clauses (vi), (vii) and (ix) through (xiii)) that are held by the Ralliant Group or the Fortive Group immediately prior to the Effective Time and that are primarily used and primarily held for use in the Ralliant Business as conducted immediately prior to the Effective Time (the intention of this clause (xiv) is only to rectify an inadvertent omission of transfer or assignment of any Asset that, had the Parties given specific consideration to such Asset as of the date of this Agreement, would have otherwise been classified as a Ralliant Asset based on the principles of Section 1.1(68)).

Notwithstanding anything to the contrary herein, the Ralliant Assets shall not include (i) any Assets that are expressly contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be retained by or Transferred to any member of the Fortive Group (including all Fortive Retained Assets), (ii) for the avoidance of doubt, any Assets to which Fortive or a member of the Fortive Group is entitled pursuant to the Tax Matters Agreement or (iii) any Assets that are expressly listed on Schedule 1.1(42)(i).

(69) “Ralliant Balance Sheet” shall mean Ralliant’s unaudited pro forma combined condensed balance sheet, including the notes thereto, as of March 28, 2025, as included in the Distribution Disclosure Documents.

(70) “Ralliant Business” shall mean the businesses comprising Fortive’s Precision Technologies segment, including the businesses and operations conducted prior to the Effective Time by any member of the Ralliant Group and any other businesses or operations conducted primarily through the use of the Ralliant Assets, as such businesses are described in the Distribution Disclosure Documents, or established by or for Ralliant or any of its

Subsidiaries after the Effective Time and shall include the Ralliant Former Businesses; provided that, other than any Ralliant Former Businesses, the Ralliant Business shall not include any Fortive Former Business.

(71) “Ralliant Common Stock” shall mean shares of common stock, par value \$0.01 per share, of Ralliant.

(72) “Ralliant Disclosure” shall mean (i) any form, statement, schedule or other material (other than the Distribution Disclosure Documents) filed with or furnished to the Commission, including in connection with Ralliant’s obligations under the Securities Act and the Exchange Act, any other Governmental Entity, or holders of any securities of any member of the Ralliant Group, in each case, on or after the Distribution Date by or on behalf of any member of the Ralliant Group in connection with the registration, sale, or distribution of securities or disclosure related thereto (including periodic disclosure obligations) and (ii) any Ralliant Financing Documents.

(73) “Ralliant Environmental Liabilities” shall mean any and all Environmental Liabilities, whether arising before, at or after the Effective Time, to the extent relating to or resulting from or arising out of (i) the past, present or future operation, conduct or actions of the Ralliant Group, Ralliant Business or the past, present or future use of the Ralliant Assets or (ii) the Ralliant Former Businesses or Ralliant Former Real Property, including any agreement, decree, judgment, or order relating to the foregoing entered into by Fortive or any Affiliate of Fortive prior to the Effective Time, but in any event excluding the Excluded Environmental Liabilities.

(74) “Ralliant Financing Arrangements” shall mean the financing arrangements described on Schedule 1.1(74).

(75) “Ralliant Financing Documents” shall mean any documents relating to any debt issuance of Ralliant on or prior to the Distribution Date or otherwise relating to the Ralliant Financing Arrangements, including any offering memorandum, confidential information memorandum, lender presentation, credit agreement or other bank financing arrangement, exchange agreement, purchase agreement, indenture or notes (including, in each case, the representations, warranties and covenants contained therein), and any other agreements or arrangements entered into in connection with the foregoing.

(76) “Ralliant Former Businesses” shall mean (i) any Former Business that, at the time of sale, conveyance, assignment, transfer, disposition, divestiture (in whole or in part) or discontinuation, abandonment, completion or termination of the operations, activities or production thereof, was (a) primarily managed by or associated with the Ralliant Business as then conducted or (b) part of a business the majority of which as of the Distribution Date is or was transferred to Ralliant and (ii) the Former Businesses set forth on Schedule 1.1(76), whether or not such Former Business would meet the standard set forth in sub-clause (i) of this definition.

(77) “Ralliant Former Real Property” shall mean any real property that at the time of sale, conveyance, assignment, transfer, disposition, divestiture (in whole or in part) or discontinuation, abandonment, completion or termination of the operations, activities or production thereof, was primarily owned, leased or operated in connection with the Ralliant Business or any of the Ralliant Former Businesses.

(78) “Ralliant Group” shall mean Ralliant and each Person that is a direct or indirect Subsidiary of Ralliant as of the Effective Time (but after giving effect to the

Internal Reorganization), and each Person that becomes a Subsidiary of Ralliant on or after the Effective Time.

(79) “Ralliant Group Landlord Property” shall mean the Ralliant Owned Real Property as to which the Fortive Group will enter into a lease or other agreement to conduct business operations after the Effective Time. A non-exclusive list of the Ralliant Group Landlord Property is set forth on Schedule 1.1(79).

(80) “Ralliant Indemnitees” shall mean each member of the Ralliant Group and each of their respective Affiliates from and after the Effective Time and each member of the Ralliant Group’s and such respective Affiliates’ respective current, former and future directors, officers, employees and agents (solely in their respective capacities as current, former and future directors, officers, employees or agents of any member of the Ralliant Group or their respective Affiliates) and each of the heirs, administrators, executors, successors and assigns of any of the foregoing, except, for the avoidance of doubt, the Fortive Indemnitees.

(81) “Ralliant Liabilities” shall mean:

(i) any and all Liabilities to the extent relating to, arising out of or resulting from (a) the operation or conduct of the Ralliant Business, as conducted at any time prior to, at or after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) of the Ralliant Group and any and all Liability relating to, arising out of or resulting from any unclaimed property); (b) the operation or conduct of any business conducted by any member of the Ralliant Group at any time after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person’s authority) of the Ralliant Group and any and all Liability relating to, arising out of or resulting from any unclaimed property); or (c) any Ralliant Asset, whether arising before, at or after the Effective Time (including any Liability relating to, arising out of or resulting from Ralliant Contracts, Shared Contracts (to the extent such Liability relates to the Ralliant Business) and any real property and leasehold interests):

(ii) the Liabilities set forth on Schedule 1.1(81)(ii);

(iii) any and all Liabilities that are expressly provided by this Agreement or any of the Ancillary Agreements as Liabilities to be assumed by Ralliant or any other member of the Ralliant Group, and all agreements, obligations and Liabilities of Ralliant or any other member of the Ralliant Group under this Agreement or any of the Ancillary Agreements;

(iv) any and all Liabilities reflected on the Ralliant Balance Sheet or the accounting records supporting such balance sheet and any Liabilities incurred by or for Ralliant or any member of the Ralliant Group subsequent to the date of the Ralliant Balance Sheet which, had they been so incurred on or before such date, would have been reflected on the Ralliant Balance Sheet if prepared on a consistent basis, subject to any discharge of any of such Liabilities subsequent to the date of the Ralliant Balance Sheet;

(v) any and all Liabilities to the extent relating to, arising out of, or resulting from, whether prior to, at or after the Effective Time, any infringement, misappropriation or other violation of any Intellectual Property of any other Person related to the conduct of the Ralliant Business;

(vi) any and all Ralliant Environmental Liabilities;

(vii) 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 or (B) any Ralliant Disclosure;

(viii) for the avoidance of doubt, and without limiting any other matters that may constitute Ralliant Liabilities, any Liabilities relating to, arising out of or resulting from any Action primarily related to the Ralliant Business, including all Actions listed on Schedule 1.1(81)(viii);

(ix) any product liability claims or other claims of third parties, including any and all product liabilities, whether such product liabilities are known or unknown, contingent or accrued, or relating to loss of life or injury to persons due to exposure to asbestos prior to, at or after the Effective Time, in each case, primarily relating to, arising out of or resulting from any product developed, designed, manufactured, marketed, distributed, leased or sold by the Ralliant Business;

(x) all Liabilities relating to, arising out of or resulting from any Indebtedness of any member of the Ralliant Group or any Indebtedness secured exclusively by any of the Ralliant Assets; and

(xi) any and all other Liabilities that are held by the Ralliant Group or the Fortive Group immediately prior to the Effective Time that were inadvertently omitted or assigned that, had the parties given specific consideration to such Liability as of the date of this Agreement, would have otherwise been classified as a Ralliant Liability based on the principles set forth in Section 1.1(81).

Notwithstanding the foregoing, the Ralliant Liabilities shall not include any Liabilities that are (A) expressly contemplated by this Agreement or by any Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be Assumed by any member of the Fortive Group, (B) expressly discharged pursuant to Section 2.4 of this Agreement or (C) Fortive Retained Liabilities.

(82) “Record Date” shall mean the date determined by the Fortive Board as the record date for determining the holders of Fortive Common Stock entitled to receive Ralliant Common Stock in the Distribution.

(83) “Record Holders” shall mean holders of Fortive Common Stock on the Record Date.

(84) “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.

(85) “Restricted Jurisdiction Cash Amount” shall mean, with respect to each Restricted Jurisdiction, as of the Effective Time, the total amount of (i) cash and (ii) checks, certificates of deposit having a maturity of less than one year, money orders, marketable securities, money market funds, commercial paper, short-term instruments and other cash equivalents, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Entity. “Restricted Jurisdiction Cash

Amount” shall not include any cash in transit at the Effective Time or any amounts described on Schedule 1.1(85).

(86) “Restricted Jurisdiction Target Cash Amount” shall mean, for each of the Restricted Jurisdictions, the amount set forth opposite such Restricted Jurisdiction on Schedule 1.1(86).

(87) “Securities Act” shall mean the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

(88) “Security Interest” shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction or similar encumbrance, excluding restrictions on transfer under securities Laws. For the avoidance of doubt, licenses, covenants not to sue and similar rights granted with respect to Intellectual Property (other than as a security interest or lien) are not “Security Interests” as defined hereunder.

(89) “Subsidiary” shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other Person in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity. It is expressly agreed that, from and after the Effective Time, solely for purposes of this Agreement, neither Ralliant nor any other member of the Ralliant Group shall be deemed a Subsidiary of Fortive or any other member of the Fortive Group.

(90) “Target Cash Amount” shall mean \$150,000,000.

(91) “Tax” or “Taxes” shall have the meaning set forth in the Tax Matters Agreement.

(92) “Tax Contest” shall have the meaning as set forth in the Tax Matters Agreement.

(93) “Tax Matters Agreement” shall mean the Tax Matters Agreement by and between Fortive and Ralliant, in the form attached hereto as Exhibit E.

(94) “Tax Records” shall have the meaning set forth in the Tax Matters Agreement.

(95) “Tax Returns” shall have the meaning set forth in the Tax Matters Agreement.

(96) “Taxing Authority” shall have the meaning set forth in the Tax Matters Agreement.

(97) “Third Party Agreements” shall mean any agreements, arrangements, commitments or understandings between or among a Party (or any member of its Group) and any other Persons (other than either Party or any member of its respective Groups) (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 Ralliant Assets or Ralliant Liabilities, or Fortive Retained Assets or Fortive Retained Liabilities, such Contracts shall be assigned or retained pursuant to Article II).

(98) “Transfer” shall have the meaning set forth in Section 2.2(b)(i); and the term “Transferred” shall have its correlative meaning.

(99) “Transition Services Agreement” shall mean the Transition Services Agreements by and between Fortive and Ralliant, in the form attached hereto as Exhibit F.

Section 1.2 Other Defined Terms. In addition, the following terms shall have the meanings ascribed to them in the corresponding section of this Agreement:

AAA 7.2
Agreement Preamble
Arbitral Tribunal 7.2(a)
Assume 2.2(c)
Assumed 1.1
Assumption 1.1
Bylaws 3.6
Cash Adjustment 2.12(c)(i)(2)
CEO Negotiation Period 7.1(b)
Charter 3.6
Code Recitals
Consideration 2.12(b)
Contribution Recitals
Decision on Interim Relief 7.2(d)
Deferred Assets 2.5(a)
Deferred Liabilities 2.5(a)
Dispute Notice 7.1(a)
Disputes 7.1(a)
Distribution Recitals
Emergency Arbitrator 7.2(d)
Fortive Preamble
Fortive Board Recitals
Fortive CSIs 2.9(d)
Fortive D&O Indemnitees 8.3
Fortive Indemnitors 8.3
Fortive Released Liabilities 5.1(a)(i)
Governmental Filing 5.5(c)
Indemnifying Party 5.4(a)
Indemnatee 5.4(a)
Indemnity Payment 5.7(a)
Initial Negotiation Period 7.1(a)
Interim Relief 7.2(d)
Know-How *see* Definition of Intellectual Property, 1.1
Liable Party 2.8(b)
Litigation Hold 6.1
Non-Compete Period 4.3(a)

Other Party 2.8(a)
 Parties Preamble
 Party Preamble
 Patents *see* Definition of Intellectual Property, 1.1
 Plan of Reorganization Recitals
 Privilege 6.6(a)
 Privileged Information 6.6(a)
 Prohibited Business 4.3(c)
 Ralliant Preamble
 Ralliant Board Recitals
 Ralliant Cash Payment 2.12(b)
 Ralliant Intellectual Property *see* Definition of Ralliant Assets, 1.1
 Ralliant Owned Real Property *see* Definition of Ralliant Assets, 1.1
 Ralliant Released Liabilities 5.1(a)(ii)
 Released Insurance Matters 8.1(k)
 Restricted Jurisdictions *see* Definition of Cash Equivalents, 1.1
 Rules 7.2
 Separation Recitals
 Separation Plan *see* Definition of Internal Reorganization, 1.1
 Shared Contract 2.3(a)
 Third Party Claim 5.4(b)
 Third Party Proceeds 5.7(a)
 Trademarks *see* Definition of Intellectual Property, 1.1
 Transaction-related Expenses 9.5(a)
 Transfer 2.2(b)(i)
 Transferred *see* Definition of Transfer, 1.1
 Transition Committee 4.4

Section 1.3 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires, references in this Agreement to Articles, Sections, Annexes, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof”, “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The word “or” shall have the inclusive meaning represented by the phrase “and/or.” Any reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement. Any reference to any Law (including statutes and ordinances) means such law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability. The words “written request” when used in this Agreement shall include email. Reference in this Agreement to any time shall be to New York City, New York time unless otherwise expressly provided herein. Unless the context requires otherwise, references in this Agreement to “Fortive” shall also be deemed to refer to the

applicable member of the Fortive Group, references to “Ralliant” shall also be deemed to refer to the applicable member of the Ralliant 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 Fortive or Ralliant shall be deemed to require Fortive or Ralliant, as the case may be, to cause the applicable members of the Fortive Group or the Ralliant Group, respectively, to take, or refrain from taking, any such action. Unless otherwise expressly provided herein, whenever Fortive’s consent is required under this Agreement, such consent may be withheld, delayed or conditioned by Fortive in its sole and absolute discretion, and whenever any action hereunder is at Fortive’s discretion, such action shall be at Fortive’s sole and absolute discretion. In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the definitions set forth in Section 1.1 and Section 1.2, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof.

Article II

THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, the Parties shall use, and shall cause their respective Affiliates to use, their respective commercially reasonable efforts to consummate the transactions contemplated hereby, including the completion of the Internal Reorganization, a portion of which may have already been implemented prior to the date hereof.

Section 2.2 Restructuring: Transfer of Assets; Assumption of Liabilities.

(a) Internal Reorganization. At or prior to the Effective Time, except for Transfers contemplated by the Internal Reorganization, the Separation Plan, this Agreement (including the Plan of Reorganization) or the Ancillary Agreements to occur after the Effective Time, the Parties shall complete the Internal Reorganization, including by taking the actions referred to in Sections 2.2(b) and 2.2(c) below.

(b) Transfer of Assets. At or prior to the Effective Time (it being understood that some of such Transfers may occur following the Effective Time in accordance with Section 2.2(a) and Section 2.5), subject to Section 2.5 and pursuant to the Separation Plan, the Plan of Reorganization, the Conveyancing and Assumption Instruments and in connection with the Contribution:

(i) Ralliant and Fortive shall, and shall cause the applicable other Asset Transferors to, transfer, contribute, distribute, assign and/or convey or cause to be transferred, contributed, distributed, assigned and/or conveyed (“Transfer”) to (A) Fortive and/or the respective Fortive Asset Transferees, all of the applicable Asset Transferors’ direct or indirect right, title and interest in and to the applicable Fortive Retained Assets, including all of the outstanding shares of capital stock, or other ownership interests that are included in the Fortive Retained Assets), and the applicable Fortive Asset Transferees shall accept from such applicable Asset Transferors such applicable Asset Transferors’ respective direct or indirect right, title and interest in and to the applicable Fortive Retained Assets, and (B) Ralliant and/or the respective Ralliant Asset Transferees, all of the applicable Asset Transferors’ right, title and interest in and to the applicable Ralliant Assets, including all of the outstanding shares of capital stock or other ownership interests that are included in the Ralliant Assets, and the applicable Ralliant Asset Transferees shall accept from such applicable Asset Transferors such applicable Asset Transferors’ respective direct or indirect right, title and interest in and to the applicable Ralliant Assets.

(ii) Any costs and expenses incurred after the Effective Time to effect any Transfer contemplated by this Section 2.2(b) (including any transfer effected pursuant to Section 2.5) shall be paid by the Parties as set forth in Section 9.5(b) and (c). Other than costs and expenses incurred in accordance with the foregoing sentence, nothing in this Section 2.2(b) shall require any member of any Group to incur any material obligation or grant any material concession for the benefit of any member of any other Group in order to effect any transaction contemplated by this Section 2.2(b).

(c) Assumption of Liabilities. Except as otherwise specifically set forth in this Agreement or any Ancillary Agreement, in connection with the Internal Reorganization and the Contribution or, if applicable, from and after the Effective Time, in each case pursuant to the Separation Plan, this Agreement (including the Plan of Reorganization) and the applicable Conveyancing and Assumption Instruments, (i) Fortive shall, or shall cause a member of the Fortive Group to, accept, assume (or, as applicable, retain) and perform, discharge, fulfill and satisfy, in accordance with their respective terms ("Assume"), all of the Fortive Retained Liabilities and (ii) Ralliant shall, or shall cause a member of the Ralliant Group to, Assume all of the Ralliant Liabilities, in each case, regardless of (A) when or where such Liabilities arose or arise, (B) whether the facts upon which they are based occurred prior to, at or subsequent to the Effective Time, (C) whether accruals for such Liabilities have been transferred to Ralliant or included on a combined balance sheet of the Ralliant Business or whether any such accruals are sufficient to cover such Liabilities, (D) where or against whom such Liabilities are asserted or determined, (E) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the Fortive Group or the Ralliant Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates, (F) which entity is named in any Action associated with any Liability, or (G) any benefits, or lack thereof, that have been or may be obtained by the Fortive Group or the Ralliant Group in respect of such Liabilities. Without prejudice or limitation to any of the indemnification or liability allocation provisions contained in this Agreement, the Parties acknowledge and agree that, on the basis of all facts and circumstances as of the date hereof and through the Effective Time, Ralliant shall, and is expected to, satisfy any Liability or other obligation (or portion thereof) it Assumes pursuant to this Agreement, whether or not Fortive has been legally relieved of such Liability.

(d) Consents. The Parties shall use their commercially reasonable efforts to obtain the Consents required to Transfer any Assets, Contracts, licenses, permits and authorizations issued by any Governmental Entity 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 Section 2.5, to the extent provided therein, shall apply thereto.

(e) It is understood and agreed by the Parties that certain of the Transfers referenced in Section 2.2(b) or Assumptions referenced in Section 2.2(c) have occurred prior to the date hereof and, as a result, no additional Transfers or Assumptions by any member of the Fortive Group or the Ralliant Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto. Moreover, to the extent that any member of the Fortive Group or the Ralliant Group, as applicable, is liable for any Fortive Retained Liability or Assumed Liability, respectively, by operation of law immediately following any Transfer in accordance with this Agreement or any Conveyancing and Assumption Instruments, there shall be no need for any other member of the Fortive Group or the Ralliant Group, as applicable, to Assume such Liability in connection with the operation of Section 2.2(c) and, accordingly, no other member of such Group shall Assume such Liability in connection with Section 2.2(c).

(f) Except to the extent otherwise required by applicable Tax Law (as determined by Fortive in its sole discretion), each of Fortive and Ralliant shall, and shall cause the members of its respective Group to, treat for all U.S. federal (and applicable state and local) income Tax purposes any Liabilities of Fortive that are Assumed or otherwise accepted or assumed by Ralliant (whether such Liabilities are Assumed, accepted or assumed by Ralliant directly or treated as Assumed, accepted or assumed by Ralliant as a result of a transfer by Fortive to Ralliant of equity interests in an entity treated as a “disregarded entity” for U.S. federal income Tax purposes) pursuant to this Agreement in accordance with Section 5.4(a) of the Tax Matters Agreement. For purposes of this Section 2.2(f), all references to Fortive and Ralliant shall include a reference to any member of the Fortive Group and the Ralliant Group that is, for U.S. federal income Tax purposes, disregarded as separate from Fortive and Ralliant, respectively.

Section 2.3 Treatment of Shared Contracts. Without limiting the generality of the obligations set forth in Sections 2.2(a) and (b):

(a) Unless the Parties otherwise agree or the benefits of any Contract described in this Section 2.3 are expressly conveyed to the applicable Party pursuant to an Ancillary Agreement, any Contract that is listed on Schedule 2.3(a) (a “Shared Contract”) shall be assigned in part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended prior to, at or after the Effective Time, so that each Party or the members of their respective Groups as of the Effective Time shall be entitled to the rights and benefits, and shall Assume the related portion of any Liabilities, inuring to their respective Businesses; provided, however, that (x) in no event shall any member of any 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) by its terms (including any terms imposing consents or conditions on an assignment where such consents or conditions have not been obtained or fulfilled, subject to Section 2.2(d)), and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, cannot be amended or has not for any other reason been assigned or amended, or if such assignment or amendment would impair the benefit the parties thereto derive from such Shared Contract, (A) at the reasonable request of the Party (or the member of such Party’s Group) to which the benefit of such Shared Contract inures in part, the Party for which such Shared Contract is, as applicable, a Fortive Retained Asset or Ralliant Asset shall, and shall cause each of its respective Subsidiaries to, for a period ending not later than eighteen (18) months after the Distribution Date (unless the term of a Shared Contract (excluding any extensions thereof) ends at a later date, in which case for a period ending on such date), take such other reasonable and permissible actions to cause such member of the Ralliant Group or the Fortive Group, as the case may be, to receive the benefit of that portion of each Shared Contract that relates to the Ralliant Business or the Fortive Retained 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 to allow) the applicable member of the applicable Group pursuant to this Section 2.3 and to 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 2.3 (such that the Parties are in the same net economic position as they would have been in had such Liabilities been Assumed by the applicable member of the applicable Group pursuant to this Section 2.3); provided that the Party for which such Shared Contract is a Fortive Retained Asset or a Ralliant Asset, as applicable, shall 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 Shared Contract, as the case may be, and (B) the Party to which the benefit of such Shared Contract inures in part shall use commercially reasonable efforts to enter into a separate contract pursuant to which it procures such rights and obligations as are necessary such that it no longer needs to avail itself of the arrangements provided pursuant to this Section 2.3(a); provided that, the Party for which such

Shared Contract is, as applicable, a Fortive Retained Asset or Ralliant Asset, and such Party's applicable Subsidiaries shall not be liable for any actions or omissions taken in accordance with clause (y) of this Section 2.3(a).

(b) Unless otherwise determined by Fortive in its sole discretion, each of Fortive and Ralliant shall, and shall cause the members of its Group to, (i) treat for all Tax purposes the portion of each Shared Contract inuring to its respective Businesses as Assets owned by, and/or Liabilities of, and that had been Assumed by, as applicable, such Party as of 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 otherwise required by applicable Law or good faith resolution of a Tax Contest).

Section 2.4 Termination of Agreements.

(a) Except as set forth in Section 2.4(b), in furtherance of the releases and other provisions of Section 5.1, Ralliant and each member of the Ralliant Group, on the one hand, and Fortive and each member of the Fortive Group, on the other hand, hereby terminate any and all agreements, arrangements, commitments or understandings, whether or not in writing, between or among Ralliant and/or any member of the Ralliant Group, on the one hand, and Fortive and/or any member of the Fortive Group, on the other hand, effective as of the Effective Time. No such terminated agreement, arrangement, commitment or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Effective Time. Each Party shall, at the reasonable request of the other Party, take, or cause to be taken, such other actions as may be necessary to effect the foregoing.

(b) The provisions of Section 2.4(a) shall not apply to any of the following agreements, arrangements, commitments or understandings (or to any of the provisions thereof): (i) any Continuing Arrangements; (ii) any agreements, arrangements, commitments or understandings to which any Person other than the Parties or any members of their respective Groups is a party; (iii) any intercompany accounts payable, accounts receivable or other indebtedness accrued or otherwise outstanding as of the Effective Time that are reflected in the books and records of the Parties or otherwise documented in writing in accordance with past practices, which shall be settled in the manner contemplated by Section 2.4(c); (iv) any agreements, arrangements, commitments or understandings to which any non-wholly owned Subsidiary of Fortive or Ralliant, as the case may be, is a party (it being understood that directors' qualifying shares or similar interests shall be disregarded for purposes of determining whether a Subsidiary is wholly owned); and (v) any Shared Contracts.

(c) All of the intercompany accounts receivable, accounts payable and other indebtedness between any member of the Fortive Group, on the one hand, and any member of the Ralliant Group, on the other hand, accrued or otherwise outstanding as of the Effective Time shall, as of the Effective Time, be repaid, settled or otherwise eliminated by means of cash payments, a dividend, capital contribution, a combination of the foregoing, or otherwise as determined by Fortive in its sole and absolute discretion.

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

(a) To the extent that any Transfers of any Assets (including the capital stock or equity interest of any members of the Ralliant Group and/or the Fortive Group) or Assumptions of any Liabilities contemplated by this Article II shall not have been consummated at or prior to the Effective Time (such Assets subject to such delayed Transfer, the "Deferred Assets" and such Liabilities subject to such delayed Assumptions, the "Deferred Liabilities"), the Parties shall, except as contemplated by the Internal Reorganization or the

Separation Plan, use commercially reasonable efforts to effect such Transfers or Assumptions as promptly as practicable following the Effective Time. 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 or Assumed; 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 or Governmental Approvals 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. In the event that any such Transfer of Assets or Assumption of Liabilities has not been consummated by the Effective Time, from and after the Effective Time, (i) the Party (or relevant member in its Group) retaining such Deferred Assets shall thereafter, insofar as reasonably possible and to the extent permitted by applicable Law, hold (or shall cause such member in its Group to hold) such Deferred Assets 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 Deferred Liabilities shall, or shall cause the applicable member of its Group to, pay or reimburse the Party retaining such Deferred Liabilities for all amounts paid or incurred in connection with the retention of such Deferred Liabilities, as if the Party intended to Assume such Deferred Liabilities had Assumed such Deferred Liabilities at the Effective Time and such that the Parties are in the same net economic position as they would have been in if the Party intended to Assume such Deferred Liabilities had Assumed such Deferred Liabilities. To the extent the foregoing applies to any Contracts (other than Shared Contracts, which shall be governed solely by Section 2.3) to be assigned for which any necessary Consents or Governmental Approvals are not received prior to the Effective Time, the treatment of such Contracts shall, for the avoidance of doubt, be subject to Section 2.7 and Section 2.8, to the extent applicable. In addition, the Party retaining such Deferred Assets or Deferred Liabilities (or relevant member of its Group) shall (or shall cause such member in its Group to) treat or operate, insofar as reasonably possible and to the extent permitted by applicable Law, such Deferred Assets or Deferred Liabilities in the ordinary course of business and take such other actions as may be reasonably requested by the Party to which such Deferred Assets are to be Transferred or the Party to be Assuming such Deferred Liabilities, 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 Deferred Assets or Deferred Liabilities had been Transferred or Assumed as contemplated hereby and so that all the benefits and burdens relating to such Deferred Assets or Deferred Liabilities, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Deferred Assets or Deferred Liabilities, are to inure from and after the Effective Time to the relevant member or members of the Fortive Group or the Ralliant Group entitled to the receipt of such Deferred Assets or required to Assume such Deferred Liabilities. In furtherance of the foregoing, the Parties agree that, as of the Effective Time, subject to Section 2.2(c) and Section 2.8(b), each Party shall be deemed to have acquired complete and sole beneficial ownership over all of the Deferred 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 Deferred 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.

(b) If and when the Consents, Governmental Approvals and/or conditions, the absence or non-satisfaction of which caused the deferral of Transfer of any Asset or deferral of 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 without further consideration in accordance with and subject to the terms of this Agreement (including Section 2.2) and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue cost on any Party, be deemed to have become effective as of the Effective Time.

(c) The Party (or relevant member of its Group) retaining any Deferred Assets or Deferred Liabilities 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 Deferred Assets or the Person intended to be subject to such Deferred Liabilities, 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 Deferred Assets or the Person intended to be subject to such Deferred Liabilities 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 Deferred Assets or Deferred Liabilities, as the case may be.

(d) After the Effective Time, each Party (or any member of its Group) may receive mail, packages, electronic mail and any other written communications properly belonging to another Party (or any member of its Group). Accordingly, at all times after the Effective Time, each Party is hereby authorized to receive and, if reasonably necessary to identify the proper recipient in accordance with this Section 2.5(d), open all mail, packages, electronic mail and any other written communications received by such Party that belongs to such other Party, and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall promptly deliver such mail, packages, electronic mail or any other written communications (or, in case the same also relates to the business of the receiving Party or another Party, copies thereof) to such other Party as provided for in Section 9.6; it being understood that if a Party receives a telephone call that relates to the business of the other Party, then the receiving Party shall inform the person making such telephone call to contact the other Party. The provisions of this Section 2.5(d) are not intended to, and shall not, be deemed to constitute an authorization by any Party 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 any other Party for service of process purposes.

(e) Unless otherwise determined by Fortive in its sole discretion, with respect to Assets and Liabilities described in Section 2.5(a), each of Fortive and Ralliant 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 Deferred Assets not later than the Effective Time 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 otherwise required by applicable Law or good faith resolution of a Tax Contest).

Section 2.6 Conveyancing and Assumption Instruments. In connection with, and in furtherance of, the Transfers of Assets and the Assumptions of Liabilities contemplated by this Agreement (including the Plan of Reorganization) and the Separation Plan, the Parties shall execute or cause to be executed, on or after the date hereof by the appropriate entities to the extent not executed prior to the date hereof, any Conveyancing and Assumption Instruments necessary to evidence 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 and the valid and effective Assumption by the applicable Party of its Assumed Liabilities 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 or Assumptions to be effected pursuant to non-U.S. Laws, in such form as the Parties shall reasonably agree, including the Transfer of real property by mutually acceptable conveyance deeds as may be appropriate and in form and substance as may be required by the jurisdiction in which the real property is located. The Transfer of capital stock shall be effected by means of executed stock powers and notation

on the stock record books of the corporation or other legal entities involved, or by such other means as may be required in any non-U.S. jurisdiction to Transfer title to stock and, only to the extent required by applicable Law, by notation on public registries.

Section 2.7 Further Assurances; Ancillary Agreements.

(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 cooperate with each other and use (and shall cause its respective Subsidiaries and Affiliates to 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 and the Ancillary Agreements.

(b) Without limiting the foregoing, at and after the Effective Time, each Party shall cooperate with the other Party, and without any further consideration, but at the expense of the requesting Party (except as provided in Sections 2.2(b)(ii) 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 or title, and to make all filings with, and to obtain all Consents and/or Governmental Approvals, any permit, license, Contract, indenture or other instrument (including any Consents or Governmental Approvals), and to take all such other actions as such Party may reasonably be requested to take by any other Party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby and thereby. Without limiting the foregoing, each Party shall, at the reasonable request, cost and expense of any other Party (except as provided in Sections 2.2(b)(ii) and 2.5(c)), take such other actions as may be reasonably necessary to vest in such other Party such title and such rights as possessed by the transferring Party to the Assets allocated to such other Party under this Agreement or any of the Ancillary Agreements, free and clear of any Security Interest.

(c) Without limiting the foregoing, in the event that any Party (or member of such Party's Group) receives any Assets (including the receipt of payments made pursuant to Contracts and proceeds from accounts receivable with respect to such Asset) or is liable for any Liability that is otherwise allocated to any Person that is a member of the other Group pursuant to this Agreement or the Ancillary Agreements, such Party agrees to promptly Transfer, or cause to be Transferred such Asset or Liability to the other Party so entitled thereto (or member of such other Party's Group as designated by such other Party) at such other Party's expense. Prior to any such Transfer, such Asset or Liability, as the case may be, shall be held in accordance with the provisions of Section 2.5.

(d) At or prior to the Effective Time, each of Fortive and Ralliant 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 reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

(e) On or prior to the Distribution Date, Fortive and Ralliant in their respective capacities as direct or indirect stockholders of their respective Subsidiaries, shall each ratify any actions that are reasonably necessary or desirable to be taken by any Subsidiary of Fortive or Subsidiary of Ralliant, as the case may be, to effectuate the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 2.8 Novation of Liabilities; Indemnification.

(a) Each Party, at the request of any member of the other Party's Group (such other Party, the "Other Party"), shall use commercially reasonable efforts to obtain, or to cause to be obtained, any Consent, Governmental Approval, substitution or amendment required to novate or assign to the fullest extent permitted by applicable Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.3) and Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.9), but solely to the extent that the Parties are jointly or each severally liable with regard to any such Contracts or Liabilities and such Contracts or Liabilities have been, in whole, but not in part, allocated to the first Party, or, if permitted by applicable Law, to obtain in writing the unconditional release of the applicable Other Party so that, in any such case, the members of the applicable Group shall be solely responsible for such Contracts or Liabilities; provided, however, that no Party shall be obligated to pay any consideration therefor to any third party from whom any such Consent, Governmental Approval, substitution or amendment is requested (unless such Party is fully reimbursed by the requesting Party). In addition, with respect to any Action where any Party hereto is a defendant, when and if requested by such Party, the Other Party at its own expense will use commercially reasonable efforts to remove the requesting Party as a defendant to the extent that such Action relates solely to Assets or Liabilities that the Other Party (or any member of such requesting Party's Group) has been allocated pursuant to this Article II, and the Other Party will cooperate and assist in any required communication with any plaintiff or other related third party.

(b) If the Parties are unable to obtain, or to cause to be obtained, any required Consent, Governmental Approval, release, substitution or amendment referenced in Section 2.8(a), the Other Party or a member of such Other Party's Group shall continue to be bound by such Contract, license 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, 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. For the avoidance of doubt, in furtherance of the foregoing, the Liable Party or a member of such Liable Party's Group, as agent or subcontractor of the Other Party or a member of such Other Party's Group, to the extent reasonably necessary to pay, perform and discharge fully any Liabilities, or retain the benefits (including pursuant to Section 2.5) associated with such Contract or license, is hereby granted the right to, among other things, (i) prepare, execute and submit invoices under such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group), (ii) send correspondence relating to matters under such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group), (iii) file Actions in the name of the Other Party (or the applicable member of such Other Party's Group) in connection with such Contract or license and (iv) otherwise exercise all rights in respect of such Contract or license in the name of the Other Party (or the applicable member of such Other Party's Group); provided that (y) such actions shall be taken in the name of the Other Party (or the applicable member of such Other Party's Group) only to the extent reasonably necessary or advisable in connection with the foregoing and (z) to the extent that there shall be a conflict between the provisions of this Section 2.8(b) and the provisions of any more specific arrangement between a member of such Liable Party's Group and a member of such Other Party's Group, such more specific arrangement shall control. The Liable Party shall indemnify each Other Party and hold each of them harmless against any Liabilities (other than Liabilities of such Other Party) arising in connection therewith; provided, that the Liable Party shall have no obligation to indemnify the Other Party with respect to any matter to the extent that such Liabilities arise from such Other Party's willful breach, knowing violation of Law, fraud, misrepresentation or gross negligence in connection therewith, in which case such Other Party

shall be responsible for such Liabilities; it being understood that any exercise of rights under this Agreement by such Other Party shall not be deemed to be willful breach, knowing violation of Law, fraud, misrepresentation or gross negligence. The Other Party shall, without further consideration, promptly pay and remit, or cause to be promptly paid or remitted, to the Liable Party or, at the direction of the Liable Party, 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, Governmental Approval, release, substitution or amendment shall be obtained or such agreement, lease, license or other rights or obligations shall otherwise become assignable or able to be novated, the Other Party shall, to the fullest extent permitted by applicable Law, promptly Transfer or cause the Transfer of all rights, obligations and other Liabilities thereunder of such Other Party or 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 to the fullest extent permitted by applicable Law. Each of the applicable 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 2.8.

Section 2.9 Guarantees; Credit Support Instruments.

(a) Except as otherwise specified in any Ancillary Agreement, at or prior to the Effective Time or as soon as practicable thereafter, (i) Fortive shall (with the reasonable cooperation of the applicable member of the Ralliant Group) use its commercially reasonable efforts to have each member of the Ralliant Group removed as guarantor of or obligor for any Fortive Retained Liability to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.9(a)(i), to the extent that they relate to Fortive Retained Liabilities and (ii) Ralliant shall (with the reasonable cooperation of the applicable member of the Fortive Group) use commercially reasonable efforts to have each member of the Fortive Group removed as guarantor of or obligor for any Ralliant Liability, to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.9(a)(ii), to the extent that they relate to Ralliant Liabilities.

(b) At or prior to the Effective Time, to the extent required to obtain a release from a guaranty:

(i) of any member of the Fortive Group, Ralliant shall execute a guaranty agreement substantially in the form of the existing guaranty or such other form as is agreed to by the relevant parties to such guaranty agreement, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which Ralliant would be reasonably unable to comply or (B) which would be reasonably expected to be breached; and

(ii) of any member of the Ralliant Group, Fortive shall execute a guaranty agreement substantially in the form of the existing guaranty or such other form as is agreed to by the relevant parties to such guaranty agreement, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which Fortive would be reasonably unable to comply or (B) which would be reasonably expected to be breached.

(c) If Fortive or Ralliant 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 2.9, (i) Fortive, to the extent a member of the Fortive Group has assumed the underlying Liability with respect to such

guaranty or Ralliant, to the extent a member of the Ralliant Group has assumed the underlying Liability with respect to such guaranty, as the case may be, 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 V) and shall or shall cause one of its Subsidiaries, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) Ralliant shall reimburse the applicable member of the Fortive Group for all out-of-pocket expenses incurred by it arising out of or related to any such guaranty; and (iii) each of Fortive and Ralliant, on behalf of themselves and the members of their respective Groups, agree not to renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, guaranty, lease, contract or other obligation for which another Party or member of such Party's Group is or may be liable without the prior written consent of such other Party, 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.

(d) Fortive and Ralliant shall cooperate and Ralliant shall use commercially reasonable efforts to replace all Credit Support Instruments issued by Fortive or other members of the Fortive Group on behalf of or in favor of any member of the Ralliant Group or the Ralliant Business (the "Fortive CSIs") as promptly as practicable with Credit Support Instruments from Ralliant or a member of the Ralliant Group as of the Effective Time. With respect to any Fortive CSIs that remain outstanding after the Effective Time, (i) Ralliant shall, and shall cause the members of the Ralliant Group to, jointly and severally indemnify and hold harmless the Fortive Indemnitees for any Liabilities arising from or relating to such Credit Support Instruments, 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 Fortive CSIs in accordance with the terms thereof, (ii) Ralliant shall reimburse the applicable member of the Fortive Group for all out of pocket expenses incurred by it arising out of or related to any such Credit Support Instrument, and (iii) without the prior written consent of Fortive, Ralliant shall not, and shall not permit any member of the Ralliant 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 Fortive or any member of the Fortive Group has issued any Credit Support Instruments which remain outstanding. Neither Fortive nor any member of the Fortive Group will have any obligation to renew any Credit Support Instruments issued on behalf of or in favor of any member of the Ralliant Group or the Ralliant Business after the expiration of any such Credit Support Instrument.

Section 2.10 Disclaimer of Representations and Warranties.

(a) EACH OF FORTIVE (ON BEHALF OF ITSELF AND EACH MEMBER OF THE FORTIVE GROUP) AND RALLIANT (ON BEHALF OF ITSELF AND EACH MEMBER OF THE RALLIANT GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN ANY ANCILLARY AGREEMENT OR IN ANY CONTINUING ARRANGEMENT, 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, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSETS, BUSINESSES OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS OR GOVERNMENTAL APPROVALS 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 OR BUSINESS OF SUCH PARTY, OR 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, OR 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. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN “AS IS, WHERE IS” BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, BY MEANS OF A QUITCLAIM OR SIMILAR FORM 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 AND (II) ANY NECESSARY CONSENTS OR GOVERNMENTAL APPROVALS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

(b) Each of Fortive (on behalf of itself and each member of the Fortive Group) and Ralliant (on behalf of itself and each member of the Ralliant Group) further understands and agrees that if the disclaimer of express or implied representations and warranties contained in Section 2.10(a) is held unenforceable or is unavailable for any reason under the Laws of any jurisdiction outside the United States or if, under the Laws of a jurisdiction outside the United States, both Fortive or any member of the Fortive Group, on the one hand, and Ralliant or any member of the Ralliant Group, on the other hand, are jointly or severally liable for any Fortive Liability or any Ralliant Liability, respectively, then, the Parties intend that, notwithstanding any provision to the contrary under the Laws of such foreign jurisdictions, the provisions of this Agreement and the Ancillary Agreements (including the disclaimer of all representations and warranties, allocation of Liabilities among the Parties and their respective Subsidiaries, releases, indemnification and contribution of Liabilities) shall prevail for any and all purposes among the Parties and their respective Subsidiaries.

(c) Fortive hereby waives compliance by itself and each and every member of the Fortive Group with the requirements and provisions of any “bulk-sale” or “bulk transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Fortive Assets to Fortive or any member of the Fortive Group.

(d) Ralliant hereby waives compliance by itself and each and every member of the Ralliant Group with the requirements and provisions of any “bulk-sale” or “bulk transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the transfer or sale of any or all of the Ralliant Assets to Ralliant or any member of the Ralliant Group.

Section 2.11 Ralliant Financing Arrangements. On or prior to the Distribution Date, Ralliant shall enter into the Ralliant Financing Arrangements, on such terms and conditions as determined by Fortive in its sole discretion (including the amount that shall be borrowed pursuant to the Ralliant Financing Arrangements and the terms and interest rates for such borrowings) and the Ralliant Financing Arrangements shall have been consummated in accordance therewith. Fortive and Ralliant shall participate in the preparation of all materials and presentations as may be reasonably necessary to secure funding pursuant to the Ralliant Financing Arrangements, including rating agency presentations necessary to obtain the requisite ratings needed to secure the financing under any of the Ralliant Financing Arrangements. The Parties agree that Ralliant, and not Fortive, shall be ultimately responsible for all costs and expenses incurred by, and for reimbursement of such costs and expenses to, any member of the Fortive Group or the Ralliant Group associated with the Ralliant Financing Arrangements.

Section 2.12 Cash Management; Consideration; Cash Adjustment.

(a) Cash Management. Subject to any adjustment in accordance with this Section 2.12, all cash and cash equivalents held by any member of the Ralliant Group as of the Effective Time shall be a Ralliant Asset and all cash and cash equivalents held by any member of the Fortive Group as of the Effective Time shall be a Fortive Retained Asset. To the extent that following the Effective Time any cash and cash equivalents are required to be transferred from any member of the Fortive Group to any member of the Ralliant Group or from any member of the Ralliant Group to any member of the Fortive Group to make effective the Internal Reorganization or the Contribution pursuant to this Agreement and the Ancillary Agreements (including if required by Law or regulation to effect the foregoing, but excluding for the avoidance of doubt, the transfer of cash and cash equivalents contemplated by Section 2.12(b)), the Party receiving such cash and cash equivalents shall promptly transfer an amount in cash equal to such transferred cash and cash equivalents back to the transferring Party so as not to override the allocations of Assets, Liabilities and expenses related to the Internal Reorganization and the Contribution contemplated by this Agreement and the Ancillary Agreements.

(b) Consideration. In exchange for the Contribution, Ralliant agrees to, on or prior to the Distribution Date, (i) issue to Fortive 112,730,036 newly issued, fully paid and non-assessable shares of Ralliant Common Stock and (ii) subject to any adjustment in accordance with Section 2.12(c), pay to Fortive all of the net proceeds of the Ralliant Financing Arrangements received by Ralliant at or prior to the consummation of the Distribution (the “Ralliant Cash Payment”) (such issuances and payment, collectively, the “Consideration”). Each applicable payment made by Ralliant to Fortive pursuant to this Section 2.12(b) shall be made by wire transfer of immediately available funds to an account designated by Fortive to Ralliant in writing.

(c) Cash Adjustment.

(i) Non-Restricted Jurisdictions.

(1) As promptly as practicable following the Distribution Date, Fortive shall calculate the Distribution Date Cash Amount and shall promptly notify Ralliant of such calculation (the date on which such notification is delivered, the “Cash Adjustment Notification Date”). The calculation of the Distribution Date Cash Amount shall be made by Fortive in good faith and shall be final and binding on Ralliant, and shall not be subject to any challenge or dispute (pursuant to the procedures set forth in Article VII or otherwise). Ralliant shall provide Fortive with such information and access as is reasonably requested by Fortive to calculate the Distribution Date Cash Amount.

(2) If Fortive determines that (A) the Distribution Date Cash Amount exceeds the Target Cash Amount, the amount of such excess, plus any interest accrued in accordance with Section 2.12(c)(iii), shall be paid by Ralliant to Fortive in accordance with Section 2.12(c)(i)(3), or (B) the Target Cash Amount exceeds the Distribution Date Cash Amount, the amount of such excess, plus any interest accrued in accordance with Section 2.12(c)(iii), shall be paid by Fortive to Ralliant in accordance with Section 2.12(c)(i)(3) (the amount of any such payment under clause (A) or (B), as the case may be, the “Cash Adjustment”). If the Cash Adjustment is equal to zero, no payment in respect of such amount shall be made by either Party.

(3) If payment is required to be made by Ralliant in accordance with Section 2.12(c)(i)(2)(A), Ralliant shall, within five (5) Business Days of the Cash Adjustment Notification Date, make payment to Fortive by wire

transfer in immediately available funds to an account designated in writing by Fortive within five (5) Business Days after the Cash Adjustment Notification Date of an amount equal to the Cash Adjustment. If payment is required to be made by Fortive in accordance with Section 2.12(c)(i)(2)(B), Fortive shall, within five (5) Business Days of the Cash Adjustment Notification Date, make payment to Ralliant by wire transfer in immediately available funds to an account designated in writing by Ralliant within five (5) Business Days after the Cash Adjustment Notification Date of an amount equal to the Cash Adjustment.

(ii) Restricted Jurisdictions.

(1) As promptly as practicable following the Distribution Date, Fortive shall calculate the Restricted Jurisdiction Cash Amount for each of the Restricted Jurisdictions. The calculation of the Restricted Jurisdiction Cash Amounts shall be made by Fortive in good faith and shall be final and binding on Ralliant.

(2) If Fortive determines that the Restricted Jurisdiction Target Cash Amount for any Restricted Jurisdiction exceeds the Restricted Jurisdiction Cash Amount for that Restricted Jurisdiction, the amount of such excess, plus any interest accrued in accordance with Section 2.12(c)(iii), shall be paid by Fortive to Ralliant within five (5) Business Days after the determination of the Restricted Jurisdiction Cash Amount pursuant to this Section 2.12, by wire transfer in immediately available funds (the amount of any such payment under this clause (2), the “Restricted Jurisdiction Cash Adjustment”).

(iii) Any payments made by Ralliant or Fortive with respect to the Cash Adjustment and any payment made by Fortive to Ralliant with respect to the Restricted Jurisdiction Cash Adjustment shall accrue interest from the Distribution Date to the date of payment at a rate per annum equal to the Prime Rate, from time to time in effect. Such interest shall be calculated based on a year of 365 days and the number of days elapsed since the Distribution Date. Any payment made in accordance with this Section 2.12 shall be treated in accordance with the terms of Section 9.20.

(iv) The Parties agree that if the working capital of the Ralliant Business is managed outside the ordinary course of business in any significant respect during the period from December 31, 2024 through the Distribution Date, the Parties shall negotiate in good faith an adjustment to the Cash Adjustment or the Restricted Jurisdiction Cash Adjustment, as applicable, that puts Fortive in the same position it would have been had the working capital of the Ralliant Business been managed in the ordinary course of business during such period.

Article III

THE DISTRIBUTION AND ACTIONS PENDING THE DISTRIBUTION; OTHER TRANSACTIONS

Section 3.1 Distribution. At or prior to the Effective Time, in connection with the Distribution and the Contribution, Ralliant shall pay the Consideration to Fortive (or Fortive and Ralliant shall take or cause to be taken such other appropriate actions to ensure that Fortive has the requisite number of shares of Ralliant Common Stock) and take any other action as may be requested by Fortive in order to effect the Distribution. Subject to the conditions and other terms set forth in this Article III, Fortive shall cause the Distribution Agent on the Distribution Date to make the Distribution, including by crediting the appropriate number of shares of

Ralliant Common Stock to book-entry accounts for each Record Holder or designated transferee or transferees of such Record Holder. For Record Holders who own Fortive Common Stock through a broker or other nominee, their shares of Ralliant Common Stock will be credited to their respective accounts by such broker or nominee. No action by any Record Holder (or such Record Holder's designated transferee or transferees) shall be necessary to receive the applicable number of shares of Ralliant Common Stock (and, if applicable, cash in lieu of any fractional shares) such stockholder is entitled to in the Distribution.

Section 3.2 Fractional Shares. Record Holders who, after aggregating the number of shares of Ralliant Common Stock (or fractions thereof) to which such stockholder would be entitled on the Record Date, would be entitled to receive a fraction of a share of Ralliant Common Stock in the Distribution, will receive cash in lieu of fractional shares. Fractional shares of Ralliant Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. As soon as practicable after the Distribution Date, Fortive shall direct the Distribution Agent to (a) determine the number of whole shares and fractional shares of Ralliant Common Stock allocable to each Record Holder, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions 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's or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of Ralliant Common Stock after making appropriate deductions for any Taxes required to be withheld and applicable transfer Taxes, and after deducting the costs and expenses of such sale and distribution, including brokerage fees and commissions. Such sales shall occur as soon after the Distribution Date as practicable and as determined by the Distribution Agent. None of Fortive, Ralliant or the applicable Distribution Agent will guarantee any minimum sale price for the fractional shares of Ralliant Common Stock. Neither Fortive nor Ralliant will pay any interest on the proceeds from the sale of fractional shares. The Distribution Agent 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 Distribution Agent nor the selected broker-dealers will be Affiliates of Fortive or Ralliant.

Section 3.3 Actions in Connection with the Distribution.

(a) Prior to the Distribution Date, Ralliant shall file such amendments and supplements to the Form 10 as Fortive may reasonably request, and such amendments as may be necessary in order to cause the same to become and remain effective as required by Law, including filing such amendments and supplements to the Form 10 as may be required by the Commission or federal, state or foreign securities Laws. Fortive shall, or at Fortive's election, Ralliant shall, mail (or deliver by electronic means where not prohibited by Law) to the holders of Fortive Common Stock, at such time on or prior to the Distribution Date as Fortive shall determine, the Information Statement (or a Notice of Internet Availability of the Information Statement). Promptly after receiving a request from Fortive, Ralliant shall prepare and, in accordance with applicable Law, file with the Commission any such documentation that Fortive reasonably determines is necessary or desirable to effectuate the Distribution, and Fortive and Ralliant shall each use commercially reasonable efforts to obtain all necessary approvals from the Commission with respect thereto as soon as practicable.

(b) Ralliant shall use commercially reasonable efforts in preparing, filing with the Commission and causing to become effective, as soon as reasonably practicable a registration statement or amendments thereof which are required in connection with the establishment of, or amendments to, any employee benefit plans of Ralliant.

(c) To the extent not already approved and effective, Ralliant shall use commercially reasonable efforts to have approved and made effective, the application for the original listing on the NYSE of the Ralliant Common Stock to be distributed in the Distribution, the Ralliant Common Stock to be retained by Fortive, and the shares of Ralliant Common Stock to be reserved for issuance pursuant to any director or employee benefit plan or arrangement on the NYSE, subject to official notice of distribution.

(d) To the extent not already completed, Ralliant shall use its commercially reasonable efforts to take all actions to effectuate the transactions contemplated by the Ralliant Financing Arrangements, pursuant to the terms and conditions of the agreements governing the foregoing.

(e) Nothing in this Section 3.3 shall be deemed to shift or otherwise impose Liability for any portion of Ralliant's Form 10 or Information Statement to Fortive.

Section 3.4 Sole Discretion of Fortive. Fortive, in its sole and absolute discretion, shall be entitled to determine the Distribution Date, the Effective Time and all other terms of the Distribution, including the form, structure and terms of any transactions to effect the Distribution and the timing of and conditions to the consummation thereof. In addition, Fortive may, in accordance with Section 9.10, 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, Fortive shall have the right not to complete the Distribution if, at any time prior to the Effective Time, the Fortive Board shall have determined, in its sole discretion, that the Distribution is not in the best interests of Fortive or its stockholders, that a sale or other alternative is in the best interests of Fortive or its stockholders or that it is not advisable at that time to separate the Ralliant Business from Fortive.

Section 3.5 Conditions to Distribution. Subject to Section 3.4, the obligation of Fortive to consummate the Distribution is subject to the prior or simultaneous satisfaction, or, to the extent permitted by applicable Law, waiver by Fortive, in its sole and absolute discretion, of the following conditions. None of Ralliant, any other member of the Ralliant Group, or any third party shall have any right or claim to require the consummation of the Distribution, which shall be effected at the sole discretion of the Fortive Board. Any determination made by Fortive prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 3.5 shall be conclusive and binding on the Parties hereto. The conditions are for the sole benefit of Fortive and shall not give rise to or create any duty on the part of Fortive or the Fortive Board to waive or not waive any such condition. 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 Form 10, of which the 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 Information Statement (or the Notice of Internet Availability of the Information Statement) shall have been distributed to holders of Fortive Common Stock;

(b) the Ralliant Common Stock to be distributed in the Distribution shall have been approved and accepted for listing by the NYSE, subject to official notice of issuance;

(c) Fortive shall have received (A) a private letter ruling from the Internal Revenue Service and/or (B) an opinion of its tax counsel (which private letter ruling and

opinion continue to be valid), in form and substance acceptable to the Fortive Board, regarding the qualification of the Distribution, together with certain related transactions, as a “reorganization” within the meaning of Sections 368(a)(1)(D) and 355 of Code, and which ruling and/or opinion, as applicable, shall not have been withdrawn, rescinded, or modified in any material respect;

(d) all registrations, consents and filings required under the securities or blue sky laws of states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution shall have been received or made;

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

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

(g) the Fortive Board shall have declared the Distribution and approved all related transactions (and such declaration or approval shall not have been withdrawn);

(h) Ralliant and Fortive shall have executed and delivered all Ancillary Agreements contemplated by this Agreement to be entered into prior to or concurrently with the Distribution;

(i) the Ralliant Financing Arrangements shall have been consummated and the Ralliant Cash Payment shall have been paid to Fortive; and

(j) no events or developments shall have occurred or shall exist that, in the sole and absolute judgment of the Fortive Board, make it inadvisable to effect the Internal Reorganization, Distribution and other transactions contemplated by this Agreement or would result in the Internal Reorganization, Distribution and other transactions contemplated by this Agreement not being in the best interest of Fortive or its stockholders.

Section 3.6 Organizational Documents. On or prior to the Distribution Date, Fortive and Ralliant shall each take all actions that may be required to provide for the adoption by Ralliant of the Amended and Restated Certificate of Incorporation of Ralliant substantially in the form attached as Exhibit G (the “Charter”) and the Amended and Restated Bylaws of Ralliant substantially in the form attached as Exhibit H (the “Bylaws”), to be effective as of or prior to the Distribution Date.

Section 3.7 Directors. On or prior to the Distribution Date, Fortive and Ralliant shall each take all necessary action to cause the Ralliant Board to include, as of the Distribution Date, the individuals identified in the Distribution Disclosure Documents as directors of Ralliant upon completion of the Distribution.

Section 3.8 Officers. On or prior to the Distribution Date, Fortive and Ralliant shall each take all necessary action to cause the individuals identified as officers of Ralliant in the Distribution Disclosure Documents to be officers of Ralliant as of the Distribution Date.

Section 3.9 Resignations and Removals.

(a) Except as provided in Section 3.9(b), on or prior to the Distribution Date or as soon thereafter as practicable, (i) Fortive shall cause all its employees and any employees of its Subsidiaries (excluding any employees of any member of the Ralliant Group) to resign or be removed, effective as of the Effective Time, from all positions as officers or directors of any member of the Ralliant Group in which they serve, and (ii) Ralliant shall cause all its employees and any employees of its Subsidiaries to resign, effective as of the Effective Time, from all positions as officers or directors of any members of the Fortive Group in which they serve.

(b) No Person shall be required by any Party to resign or be removed from any position or office with another Party if such Person is disclosed in the Distribution Disclosure Documents as a Person who is to hold such position or office following the Effective Time.

Section 3.10 Sole Discretion of Fortive; Cooperation Regarding the Distribution.

(a) Fortive shall, in its sole and absolute discretion, determine (i) whether to proceed with all or part of the Distribution and (ii) all terms of the Distribution, including the form, structure and terms of any transaction(s) and/or offering(s) to effect the Distribution and the timing of and conditions to the consummation of the Distribution. In addition, in the event that Fortive determines to proceed with the Distribution, Fortive may at any time and from time to time until the completion of the Distribution, abandon, modify or change any or all of the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution.

(b) Ralliant shall cooperate with Fortive in all respects to accomplish the Distribution and shall, at Fortive's direction, promptly take any and all actions necessary or desirable to effect the Distribution, including the registration under the Securities Act of the offering of the Ralliant Common Stock on an appropriate registration form or forms to be designated by Fortive and the filing of any necessary documents pursuant to the Exchange Act and the prompt provision of such financial and other information that may be requested by Fortive pursuant to Section 6.2(b) of this Agreement. Fortive shall select any investment bank(s), manager(s), underwriter(s) or dealer-manager(s) in connection with the Distribution, as well as any financial printer, solicitation and/or exchange agent and financial, legal, accounting, tax and other advisors and service providers in connection with the Distribution, as applicable. Ralliant and Fortive, as the case may be, will provide to the exchange or distribution agent all share certificates (to the extent certificated) or book-entry authorizations (to the extent not certificated) and Ralliant will provide to Fortive and the exchange or distribution agent (as directed by Fortive) any information required in order to complete the Distribution.

Article IV

CERTAIN COVENANTS

Section 4.1 Cooperation. From and after the Effective Time, and subject to the terms of and limitations contained in this Agreement and the Ancillary Agreements, each Party shall, and shall cause each of its respective Affiliates and employees to, (i) provide reasonable cooperation and assistance to the other Party (and any member of its respective Group) in connection with the completion of the transactions contemplated herein and in each Ancillary Agreement, (ii) reasonably assist the other Party in the orderly and efficient transition in becoming a separate company to the extent set forth in the Transition Services Agreement or as

otherwise set forth herein (including, but not limited to, complying with Articles V, VI and VIII) and (iii) reasonably assist the other Party to the extent such Party is providing or has provided services, as applicable, pursuant to the Transition Services Agreement in connection with requests for information from, audits or other examinations of, such other Party by a Governmental Entity; in each case, except as otherwise set forth in this Agreement or may otherwise be agreed to by the Parties in writing, at no additional cost to the Party 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 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, if applicable.

Section 4.2 Retained Names.

(a) Ralliant acknowledges and agrees that, except for the licensed rights expressly set forth in this Section 4.2, neither Ralliant nor any of its Subsidiaries shall have any right, title or interest in any of the Fortive Retained Names. No later than twenty (20) days following the Distribution Date, Ralliant shall, and shall cause the members of the Ralliant Group to, change their names and cause their certificates of incorporation and bylaws (or equivalent organizational documents), as applicable, to be amended to remove any reference to the Fortive Retained Names.

(b) Fortive, on behalf of itself and the remainder of the Fortive Group, hereby grants to the Ralliant Group, effective as of the Distribution Date, a limited, temporary, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license under the Fortive Retained Names that are used in the Ralliant Business immediately prior to Distribution Date, to use and display such Fortive Retained Names, for a period of up to six (6) months immediately following Distribution Date, solely in a manner that complies with all applicable Laws and is consistent with the manner used in the operation of the Ralliant Business immediately prior to Distribution Date; provided that, following the Distribution Date, unless otherwise directed by Fortive, Ralliant shall, and shall cause the members of the Ralliant Group to: (i) immediately cease to hold themselves out as having any affiliation with Fortive or any members of the Fortive Group (provided that this obligation shall not apply to inventory of printed materials of the Ralliant Group existing as of the Distribution Date); (ii) as soon as practicable, but in no event later than six (6) months following the Distribution Date, (A) cease to make any use of any Fortive Retained Names, and (B) remove, strike over, or otherwise obliterate all Fortive Retained Names from all assets and other materials displayed or intended for distribution by any member of the Ralliant Group, including any vehicles, business cards, schedules, stationery, packaging materials, displays, signs, promotional materials, manuals, forms, websites, email, computer software and other materials and systems; and (iii) promptly after the Distribution Date post a disclaimer in a form and manner reasonably acceptable to Fortive on the "www.Ralliant.com" website informing its customers that Ralliant, and not Fortive, is responsible for the operation of the Ralliant Business, including such website and any applicable services. Notwithstanding anything to the contrary, nothing in this Section 4.2(b) shall prohibit or prevent the Ralliant Group's use of Fortive Retained Names on internal historical documents held as of the Distribution Date, in a descriptive or factually accurate manner constituting fair or other permitted non-trademark use, or for similar purposes, in each case, that would not, even in the absence of a license or similar permission, constitute infringement or any other violation of a Trademark under applicable Law.

(c) Ralliant shall, and shall cause the other members of the Ralliant Group to, use the Fortive Retained Names following the Distribution Date only in a form and manner, and with standards of quality, of that in effect for the Fortive Retained Names as of the Distribution Date. Ralliant and the members of the Ralliant Group shall not use the Fortive

Retained Names in a manner that may reflect negatively on the Fortive Retained Names or the goodwill associated therewith, or on Fortive or any member of the Fortive Group. Ralliant shall indemnify, defend and hold harmless Fortive and the members of the Fortive Group from and against any and all Indemnifiable Losses arising from or relating to the use by any member of the Ralliant Group of the Fortive Retained Names pursuant to Section 4.2(b).

(d) Each of the Parties acknowledges and agrees that the remedy at Law for any breach of the requirements of this Section 4.2 would be inadequate and agrees and consents that without intending to limit any additional remedies that may be available, Fortive and the members of the Fortive Group shall be entitled to a temporary or permanent injunction, without proof of actual damage or inadequacy of legal remedy, and without posting any bond or other undertaking, in any Action which may be brought to enforce any of the provisions of this Section 4.2.

Section 4.3 Non-Competition.

(a) Non-Competition. Ralliant covenants and agrees that, from the Effective Time until the second (2nd) anniversary of the Distribution Date (the “Non-Compete Period”), it will not, and will cause each other member of the Ralliant Group not to, directly or indirectly, own, invest in, operate, manage, control, participate or engage in any Prohibited Business without the prior written consent of Fortive; provided, that nothing in this Section 4.3(a) will prohibit (i) the ownership by Ralliant or any member of the Ralliant Group of debt, equity or any other class of securities of any Person that owns, invests in, operates, manages, controls, participates or engages directly or indirectly in a Prohibited Business, provided ownership of such securities (either directly, indirectly or upon conversion) is less than 5% of such class of securities of such Person, (ii) Ralliant from engaging in a Prohibited Business to the extent that Ralliant’s revenues in respect of the Prohibited Business represent no more than 1% of Ralliant’s consolidated revenues or (iii) any member of the Ralliant Group from exercising its rights or performing or complying with its obligations under this Agreement or any Ancillary Agreement.

(b) Remedies; Enforcement. Ralliant acknowledges and agrees that (i) injury to Fortive from any breach of the obligations of Ralliant set forth in this Section 4.3 would be irreparable and impossible to measure and (ii) the remedies at law for any breach or threatened breach of this Section 4.3, including monetary damages, would therefore be inadequate compensation for any loss and Fortive shall have the right to specific performance and injunctive or other equitable relief in accordance with Section 7.3, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Ralliant understands and acknowledges that the restrictive covenants and other agreements contained in this Section 4.3 are an essential part of this Agreement and the transactions contemplated hereby. It is the intent of the Parties that the provisions of this Section 4.3 shall be enforced to the fullest extent permissible under applicable Law applied in each jurisdiction in which enforcement is sought. If any particular provision or portion of this Section 4.3 shall be adjudicated to be invalid or unenforceable, such provision or portion thereof shall be deemed amended to the minimum extent necessary to render such provision or portion valid and enforceable, such amendment to apply only with respect to the operation of such provision or portion thereof in the particular jurisdiction in which such adjudication is made.

(c) The term “Prohibited Business” shall mean, for purposes of this Section 4.3, with respect to any member of the Ralliant Group, the Fortive Retained Business (excluding any services that are ancillary to the core Ralliant Business (including any natural extensions thereof)) as conducted as of the Effective Time. Notwithstanding anything to the contrary herein, none of the businesses set forth on Schedule 4.3(c) shall constitute a Prohibited Business.

Section 4.4 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 Fortive and Ralliant, 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. 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 meet at least twice monthly either via telephone or video conference or as otherwise agreed by the members of the Transition Committee. 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 VII to resolve any matters as to which the Transition Committee is not able to reach a decision.

Article V

INDEMNIFICATION

Section 5.1 Release of Pre-Effective Time Claims.

(a) Except (i) as provided in Section 5.1(b), (ii) as may be otherwise expressly provided in this Agreement or in any Ancillary Agreement and (iii) for any matter for which any Party is entitled to indemnification pursuant to this Article V:

(i) Fortive, for itself and each member of the Fortive Group, its Affiliates as of the Effective Time and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time were directors, officers, agents or employees of any member of the Fortive Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge Ralliant and the other members of the Ralliant Group, its Affiliates and all Persons who at any time prior to the Effective Time were stockholders, directors, officers, agents or employees of any member of the Ralliant Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Fortive Retained Liabilities, whether at Law or in equity (including any right of contribution), 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 Distribution Date, including in connection with the Internal Reorganization and the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements (such liabilities, the “Fortive Released Liabilities”) and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the Ralliant Group in respect of any Fortive Released Liabilities; provided, however, that nothing in this Section 5.1(a)(i) shall relieve any Person released in this Section 5.1(a)(i) who, after the Effective Time, is a director, officer or employee of any member of the Ralliant Group and is no longer a director, officer or employee of any member of the Fortive Group from Liabilities arising out of, relating to or resulting from his or her service as a director, officer or employee of any

member of the Ralliant Group after the Effective Time. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to limit Fortive, any member of the Fortive Group, or their respective Affiliates from commencing any Actions against any Ralliant officer, director, agent or employee, or their respective heirs, executors, administrators, successors and assigns with regard to matters arising from, or relating to, (i) theft of Fortive Know-How or (ii) intentional criminal acts by any such officers, directors, agents or employees.

(ii) Ralliant, for itself and each member of the Ralliant Group, its Affiliates as of the Effective Time and, to the extent permitted by Law, all Persons who at any time prior to the Effective Time were directors, officers, agents or employees of any member of the Ralliant Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, does hereby remise, release and forever discharge Fortive and the other members of the Fortive Group, its Affiliates and all Persons who at any time prior to the Effective Time were stockholders, directors, officers, agents or employees of any member of the Fortive Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Ralliant Liabilities, whether at Law or in equity (including any right of contribution), 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 Distribution Date, including in connection with the Internal Reorganization and the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements (such liabilities, the “Ralliant Released Liabilities”) and in any event shall not, and shall cause its respective Subsidiaries not to, bring any Action against any member of the Fortive Group in respect of any Ralliant Released Liabilities; provided, however that for purposes of this Section 5.1(a)(ii), the members of the Ralliant Group shall also release and discharge any officers or other employees of any member of the Fortive Group, to the extent any such officers or employees served as a director or officer of any members of the Ralliant Group prior to the Effective Time, from any and all Liability, obligation or responsibility for any and all past actions or failures to take action, in each case in their capacity as a director or officer of any such member of the Ralliant Group, prior to the Effective Time, including actions or failures to take action that may be deemed to have been negligent or grossly negligent.

(b) Nothing contained in this Agreement, including Section 5.1(a), shall impair or otherwise affect any right of any Party and, as applicable, a member of such Party’s Group, as well as their respective heirs, executors, administrators, successors and assigns, to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings contemplated in this Agreement or in any Ancillary Agreement to continue in effect after the Effective Time. In addition, nothing contained in Section 5.1(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 Fortive, any Fortive Retained Liability and (B) with respect to Ralliant, any Ralliant Liability;

(ii) any Liability provided for in or resulting from any other Contract or arrangement that is entered into after the Effective Time between any Party (and/or a member of such Party’s or Parties’ Group), on the one hand, and any other Party or Parties (and/or a member of such Party’s or Parties’ Group), on the other hand;

(iii) any Liability with respect to any Continuing Arrangements;

(iv) any Liability that the Parties may have with respect to indemnification pursuant to this Agreement or otherwise for Actions brought against the Parties by third Persons, which Liability shall be governed by the provisions of this Agreement and, in particular, this Article V and, if applicable, the appropriate provisions of the Ancillary Agreements; and

(v) any Liability the release of which would result in a release of any Person other than the Persons released in Section 5.1(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 5.1(a) with respect to such Liability.

In addition, nothing contained in Section 5.1(a) shall release: (i) Fortive from indemnifying any director, officer or employee of the Ralliant Group who was a director, officer or employee of Fortive or any of its Affiliates prior to the Distribution Date, 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 then-existing obligations; it being understood that if the underlying obligation giving rise to such Action is a Ralliant Liability, Ralliant shall indemnify Fortive for such Liability (including Fortive's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article V; and (ii) Ralliant from indemnifying any director, officer or employee of the Fortive Group who was a director, officer or employee of Ralliant or any of its Affiliates prior to the Distribution Date, 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 then-existing obligations; it being understood that if the underlying obligation giving rise to such Action is a Fortive Retained Liability, Fortive shall indemnify Ralliant for such Liability (including Ralliant's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article V.

(c) Each Party shall not, and shall not permit any member of its Group to, make any claim for offset, or commence any Action, including any claim of contribution or any indemnification, against any other Party or any member of any other Party's Group, or any other Person released pursuant to Section 5.1(a), with respect to any Liabilities released pursuant to Section 5.1(a).

(d) If any Person associated with a Party (including any director, officer or employee of a Party) initiates any Action with respect to claims released by this Section 5.1, the Party with which such Person is associated shall be responsible for the fees and expenses of counsel of the other Party (and/or the members of such Party's Group, as applicable) and such other Party shall be indemnified for all Liabilities incurred in connection with such Action in accordance with the provisions set forth in this Article V.

Section 5.2 Indemnification by Fortive. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, Fortive shall, and shall cause the other members of the Fortive Group to, indemnify, defend and hold harmless the Ralliant Indemnitees from and against any and all Indemnifiable Losses of the Ralliant Indemnitees to the extent relating to, arising out of, by reason of or otherwise in

connection with (a) the Fortive Retained Liabilities, including the failure of any member of the Fortive Group or any other Person to pay, perform or otherwise discharge any Fortive Retained Liability in accordance with its respective terms, whether arising prior to, at or after the Effective Time, (b) any Fortive Retained Asset or Fortive Retained Business, whether arising prior to, at or after the Effective Time, or (c) any breach by Fortive of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder.

Section 5.3 Indemnification by Ralliant. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement or of any Ancillary Agreement, following the Effective Time, Ralliant shall, and shall cause the other members of the Ralliant Group to, indemnify, defend and hold harmless the Fortive Indemnitees from and against any and all Indemnifiable Losses of the Fortive Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with (a) the Ralliant Liabilities, including the failure of any member of the Ralliant Group or any other Person to pay, perform or otherwise discharge any Ralliant Liability in accordance with its respective terms, whether arising prior to, at or after the Effective Time, (b) any Ralliant Asset or Ralliant Business, whether arising prior to, at or after the Effective Time, (c) any breach by Ralliant of any provision of this Agreement or any Ancillary Agreement unless such Ancillary Agreement expressly provides for separate indemnification therein, in which case any such indemnification claims shall be made thereunder, or (d) any Liabilities of the Fortive Group under any of the agreements listed on Schedule 5.3.

Section 5.4 Procedures for Indemnification.

(a) Other than with respect to Third Party Claims, which shall be governed by Section 5.4(b), each Fortive Indemnitee and Ralliant Indemnitee (each, an “Indemnitee”) shall notify in writing, with respect to any matter that such Indemnitee has determined has given or could give rise to a right of indemnification under this Agreement or any Ancillary Agreement, the Party which is or may be required pursuant to this Article V or pursuant to any Ancillary Agreement to make such indemnification (the “Indemnifying Party”), within forty-five (45) days of such determination, stating in such written notice the amount of the Indemnifiable Loss claimed, if known, and, to the extent practicable, method of computation thereof, and referring 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. The Indemnifying Party will have a period of forty-five (45) days after receipt of a notice under this Section 5.4(a) within which to respond thereto. If the Indemnifying Party fails to respond within such period, the Liability specified in such notice from the Indemnitee shall be conclusively determined to be a Liability of the Indemnifying Party hereunder. If such Indemnifying Party responds within such period and rejects such claim in whole or in part, the disputed matter shall be resolved in accordance with Article VII.

(b) If a claim or demand is made against an Indemnitee by any Person who is not a party to this Agreement (a “Third Party Claim”) as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement or any Ancillary Agreement, such Indemnitee shall notify the Indemnifying Party in writing (which notice obligation may be satisfied by providing copies of all notices and documents received by the Indemnitee relating to the Third Party Claim), and in reasonable detail, of the Third Party Claim promptly (and in any event within the earlier of (x) forty-five (45) days or (y) two (2) Business Days prior to the final date of the applicable response period under such Third Party Claim) after receipt by such Indemnitee of written notice of the Third Party Claim; provided, however, that the failure to

provide notice of any such Third Party Claim pursuant to this or the preceding sentence 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. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, promptly (and in any event within ten (10) 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. For all purposes of this Section 5.4(b), each Party shall be deemed to have notice of the matters set forth on Schedule 1.1(81)(viii).

(c) Other than in the case of (i) Taxes 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 2.9(c) (the defense of which shall be controlled by the beneficiary Party), the Indemnifying Party shall be entitled, if it so chooses, to assume the defense thereof, and if it does not assume the defense of such Third Party Claim, to participate in the defense of any Third Party Claim in accordance with the terms of Section 5.5 at such Indemnifying Party's own cost and expense and by such Indemnifying Party's own counsel, that is reasonably acceptable to the Indemnitee, within thirty (30) days of the receipt of an indemnification notice from such Indemnitee; provided, however, that 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 Action by a Governmental Entity, (y) involves an allegation of a criminal violation or (z) seeks injunctive relief against the Indemnitee. In connection with the Indemnifying Party's 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 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 of a conflict of interest between the Indemnifying Party and the applicable Indemnitee(s), or in the event that any Third Party Claim seeks equitable relief which would restrict or limit the future conduct of the Indemnitee's business or operations, such Indemnitee(s) shall be entitled to retain, at the Indemnifying Party's expense, separate counsel as required by the applicable rules of professional conduct with respect to such matter; provided, further, that if the Indemnifying Party has assumed the defense of the Third Party Claim but has specified, and continues to assert, any reservations or exceptions to such defense or to its liability therefor, then, in any such case, the reasonable fees and expenses of one separate counsel for all Indemnitees shall be borne by the Indemnifying Party. The Indemnifying Party shall have the right to compromise or settle a Third Party Claim the defense of which it shall have assumed pursuant to this Section 5.4(c) and any such settlement or compromise made or caused to be made of a Third Party Claim in accordance with this Article V shall be binding on the Indemnitee, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise. Notwithstanding the foregoing sentence, the Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnitee unless such settlement (A) completely and unconditionally releases the Indemnitee in connection with such matter, (B) provides relief consisting solely of money damages borne by the Indemnifying Party and (C) does not involve any admission by the Indemnitee of any wrongdoing or violation of Law.

(d) If an Indemnifying Party fails for any reason to assume responsibility for defending a Third Party Claim within the period specified in this Section 5.4, such Indemnitee may defend such Third Party Claim at the cost and expense of the Indemnifying Party. If an Indemnifying Party has failed to assume the defense of the Third Party Claim within the time period specified in clause (c) above, 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.

(e) Except as otherwise set forth in Section 6.5 and Section 7.3, or to the extent set forth in any Ancillary Agreement, absent fraud or willful misconduct by an Indemnifying Party, the indemnification provisions of this Article V shall be the sole and exclusive remedy of an Indemnitee for any monetary or compensatory damages or losses resulting from any breach of this Agreement or any Ancillary Agreement and each Indemnitee expressly waives and relinquishes any and all rights, claims or remedies such Person may have with respect to the foregoing other than under this Article V against any Indemnifying Party. For the avoidance of doubt, all disputes in respect of this Article V shall be resolved in accordance with Article VII.

(f) Each Party hereby covenants and agrees that none of it, its Subsidiaries or any Person claiming through it shall bring suit or otherwise assert any claim against any Indemnitee, or assert a defense against any claim asserted by any Indemnitee, before any court, arbitrator, mediator or administrative agency anywhere in the world, alleging that: (a) the assumption of any Fortive Liabilities by the Ralliant Group the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason; (b) the retention of any Fortive Liabilities by the Fortive Group on the terms and conditions set forth in this Agreement and the Ancillary Agreements is void or unenforceable for any reason, or (c) the provisions of this Article V are void or unenforceable for any reason.

(g) Notwithstanding the foregoing, to the extent any Ancillary Agreement provides procedures for indemnification that differ from the provisions set forth in this Section 5.4, the terms of the Ancillary Agreement will govern.

(h) The provisions of this Article V 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 5.4 to give a notice with respect to any Third Party Claim that exists as of the Effective Time. The Parties acknowledge that Liabilities for Actions (regardless of the parties to the Actions) may be partly Fortive Liabilities and partly Ralliant Liabilities. If the Parties cannot agree on the allocation of any such Liabilities for Actions, they shall resolve the matter pursuant to the procedures set forth in Article VII. Neither Party shall, nor shall either Party permit its Subsidiaries to, file Third Party Claims or cross-claims against the other Party or its Subsidiaries in an Action in which a Third Party Claim is being resolved.

Section 5.5 Cooperation in Defense and Settlement.

(a) With respect to any Third Party Claim that implicates both Parties in any material respect due to the allocation of Liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement or any of the Ancillary Agreements, the Parties agree to use commercially reasonable efforts to cooperate fully and maintain a joint defense (in a manner that, to the extent reasonably practicable, will preserve for all Parties any Privilege with respect thereto). The Party that is not responsible for managing the defense of any such Third Party Claim shall, upon reasonable request, 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 5.5(a) shall derogate from any Party's rights to control the defense of any Action in accordance with Section 5.4.

(b) Notwithstanding anything to the contrary in this Agreement, with respect to any Action (i) by a Governmental Entity against Ralliant relating to matters involving

anti-bribery, anti-corruption, anti-money laundering, export control and similar laws, where the facts and circumstances giving rise to the Action occurred prior to the Effective Time or (ii) where the resolution of such Action by order, judgment, settlement or otherwise, could include any condition, limitation or other stipulation that could, in the reasonable judgment of Fortive, adversely impact the conduct of the Fortive Retained Businesses, Fortive shall have, at Fortive's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Action, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by Ralliant to any third party involved in such Action (including any Governmental Entity), to the extent that Fortive's participation does not affect any privilege in a material and adverse manner; provided that to the extent that any such action requires the submission by Ralliant of any content relating to any current or former officer or director of Fortive, such content will only be submitted in a form approved by Fortive in its reasonable discretion. With regard to the matters specified in the preceding clauses (i) and (ii), Fortive shall have a right to consent to any compromise or settlement related thereto.

(c) Notwithstanding anything to the contrary in this Agreement, with respect to any notices or reports to be submitted to, or reporting, disclosure, filing or other requirements to be made with, any Governmental Entity by Ralliant or its Subsidiaries ("Governmental Filing") where the Governmental Filing requires disclosure of facts, information or data that relate, in whole or in part, to periods prior to the Effective Time, Fortive shall have the reasonable opportunity to consult, advise and comment on the preparation and content of any such Governmental Filing in advance of its submission to a Governmental Entity, and Ralliant shall in good faith consider and take into account any comments so provided by Fortive with respect to such Governmental Filing.

(d) Each of Fortive and Ralliant agrees that at all times from and after the Effective Time, if an Action is commenced by a third party naming two (2) or more Parties (or any member of such Parties' respective Groups) as defendants and with respect to which one or more named Parties (or any member of such Party's respective Group) is a nominal defendant and/or such Action is otherwise not a Liability allocated to such named Party under this Agreement or any Ancillary Agreement, then the other Party or Parties shall use commercially reasonable efforts at its own expense to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable.

Section 5.6 Indemnification Payments. Subject to Section 9.11(b), indemnification required by this Article V shall be made by periodic payments of the amount of Indemnifiable Losses in a timely fashion during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss incurred.

Section 5.7 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any recovery by any Indemnitee for any Indemnifiable Loss subject to indemnification pursuant to this Article V shall be calculated (i) net of Insurance Proceeds actually received by such Indemnitee with respect to any Indemnifiable Loss (which such proceeds shall be reduced by the present value, based on that Party's then cost of short-term borrowing, of future premium increases known at such time) and (ii) net of any proceeds actually received by the Indemnitee from any unaffiliated third party with respect to any such Liability corresponding to the Indemnifiable Loss ("Third Party Proceeds"). Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article V to any Indemnitee pursuant to this Article V shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee corresponding to the related Indemnifiable Loss. If an Indemnitee receives a payment required by this Agreement from an

Indemnifying Party corresponding to any Indemnifiable Loss (an “Indemnity Payment”) and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall 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 (in each case, net of any out-of-pocket costs or expenses incurred in the collection thereof or taxes imposed with respect thereto) had been received, realized or recovered before the Indemnity Payment was made.

(b) Any Indemnity Payment shall be adjusted in accordance with Section 5.4(d) of the Tax Matters Agreement as necessary so that after making all payments corresponding to Taxes imposed on or attributable to such Indemnity Payment (but net of any Tax benefits resulting from the payment of such Taxes), the Indemnitee receives an amount equal to the sum it would have received had no such Taxes been imposed.

(c) The Parties hereby agree that an insurer or other third party that would otherwise be obligated to pay any amount shall not be relieved of the responsibility with respect thereto or have any subrogation rights with respect thereto by virtue of any provision contained in this Agreement or any Ancillary Agreement, and that no insurer or any other third party shall be entitled to a “windfall” (e.g., a benefit they would not otherwise be entitled to receive, or the reduction or elimination of an insurance coverage obligation that they would otherwise have, in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement or any Ancillary Agreement. Each Party shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to collect or recover, or allow the Indemnifying Party to collect or recover, or cooperate with each other in collecting or recovering, any Insurance Proceeds that may be collectible or recoverable respecting the Liabilities for which indemnification may be available under this Article V. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any Actions to collect or recover Insurance Proceeds, and an Indemnitee need not attempt to collect any Insurance Proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement or any Ancillary Agreement.

Section 5.8 Contribution. If the indemnification provided for in this Article V is unavailable for any reason to an Indemnitee (other than failure to provide notice with respect to any Third Party Claims in accordance with Section 5.4(b)) in respect of any Indemnifiable Loss, then the Indemnifying Party shall, in accordance with this Section 5.8, contribute to the Indemnifiable Losses incurred, paid or payable by such Indemnitee as a result of such Indemnifiable Loss in such proportion as is appropriate to reflect the relative fault of Ralliant and each other member of the Ralliant Group, on the one hand, and Fortive and each other member of the Fortive Group, on the other hand, in connection with the circumstances which resulted in such Indemnifiable Loss. With respect to any Indemnifiable Losses arising out of or related to information contained in the Distribution Disclosure Documents or other securities law filing, the relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact relates to information supplied by the Ralliant Business of a member of the Ralliant Group, on the one hand, or the Fortive Retained Business or a member of the Fortive Group, on the other hand.

Section 5.9 Additional Matters; Survival of Indemnities; Coordination.

(a) The indemnity agreements contained in this Article V shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee; and (ii) the knowledge by the Indemnitee of Indemnifiable Losses for which it

might be entitled to indemnification hereunder. The indemnity agreements contained in this Article V shall survive the Distribution.

(b) The rights and obligations of any member of the Fortive Group or any member of the Ralliant Group, in each case, under this Article V shall survive (i) the sale or other Transfer by any Party or its Affiliates of any Assets or businesses or the assignment by it of any Liabilities and (ii) any merger, consolidation, business combination, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of its Subsidiaries.

Section 5.10 Environmental Matters.

(a) Exchange of Information. Without limiting any other provision of this Agreement, each of Fortive and Ralliant agrees to provide, or cause to be provided, at any time before, at, or after the Effective Time, as soon as reasonably practicable after written request therefore, reasonable access to any non-privileged information in the possession or under the control of such respective Group and reasonable access to its employees to the extent that (i) such information relates to, or such employees have relevant knowledge regarding, specific alleged Environmental Liabilities, including the requesting party's alleged or potential link to environmental contamination at an Off-Site Location or real property that was allegedly owned or operated by the Fortive Group and any operating group, business unit, division, Subsidiary, line of business or investment of Fortive or any of its Subsidiaries (including any member of the Ralliant Group) prior to the Effective Time; or (ii) such information relates to, or such employees have relevant knowledge regarding, the impact that any alleged Environmental Liability could have on the operations, activities or liability exposure of the requesting party; and (iii) the information and access to employees can be provided without significant disruption to the Group's business or operations.

(b) Substitution.

(i) Ralliant shall use its best efforts to obtain any consents, transfers, assignments, assumptions, waivers, or other legal instruments necessary to cause Ralliant or the appropriate Subsidiary of Ralliant to be fully substituted for Fortive or other member of the Fortive Group with respect to: (i) any order, decree, judgment, agreement or Action with respect to Ralliant Environmental Liabilities that are in effect as of the Effective Time; or (ii) Environmental Permits, financial assurance obligations or instruments, or other environmental approvals or filings associated with the Ralliant Assets. Ralliant shall inform the applicable Governmental Entity about its assumption of the Environmental Liabilities associated with the matters listed on this Section 5.10(b) and request that the Governmental Entities direct all communications, requirements, notifications and/or official letters related to such matters to Ralliant. Fortive shall use its best efforts to provide necessary assistance or signatures to Ralliant to achieve the purposes of this section.

(ii) Until such time as Ralliant and Fortive complete the substitutions outlined in Section 5.10(b)(i) above, Ralliant shall comply with all applicable Environmental Laws, including all reporting obligations, and the terms and conditions of all orders, decrees, judgments, agreements, actions, Environmental Permits, financial assurances, obligations, instruments or other environmental approvals or filings that remain in Fortive's name relating to the Ralliant Assets and the Ralliant Environmental Liabilities.

Article VI

PRESERVATION OF RECORDS; ACCESS TO INFORMATION; CONFIDENTIALITY; PRIVILEGE

Section 6.1 **Preservation of Corporate Records.** Except as otherwise required or agreed in writing, or as otherwise provided in any Ancillary Agreement, with regard to any Information referenced in **Section 6.2**, each Party shall use its commercially reasonable efforts, at such Party's sole cost and expense, to retain, until the latest of, as applicable, (i) the date on which such Information is no longer required to be retained pursuant to the applicable record retention policy of Fortive or such other member of the Fortive Group, respectively, as in effect immediately prior to the Effective Time, including pursuant to any "litigation hold" issued by Fortive or any of its Subsidiaries prior to the Effective Time, (ii) the concluding date of any period as may be required by any applicable Law, (iii) the concluding date of any period during which such Information relates to a pending or threatened Action which is known to the members of the Fortive Group or the Ralliant Group, as applicable, in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire, and (iv) the concluding date of any period during which the destruction of such Information could interfere with a pending or threatened investigation by a Governmental Entity which is known to the members of the Fortive Group or the Ralliant Group, as applicable, in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire; **provided** that with respect to any pending or threatened Action arising after the Effective Time, clause (iii) of this sentence applies only to the extent that whichever member of the Fortive Group or the Ralliant Group, as applicable, is in possession of such Information has been notified in writing pursuant to a "litigation hold" by the other Party of the relevant pending or threatened Action. The Parties agree that upon written request from the other that certain Information relating to the Ralliant Business, the Fortive Retained Businesses or the transactions contemplated hereby be retained in connection with an Action, the Parties shall use reasonable efforts to preserve and not to destroy or dispose of such Information without the consent of the requesting Party.

Section 6.2 **Access to Information.** Other than in circumstances in which indemnification is sought pursuant to **Article V** (in which event the provisions of such **Article V** shall govern) or for matters related to provision of Tax Records (in which event the provisions of the Tax Matters Agreement shall govern) and subject to appropriate restrictions for Privileged Information or Confidential Information:

(a) After the Effective Time, and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, Ralliant for specific and identified Information:

(i) that (x) relates to Ralliant or the Ralliant Business, as the case may be, prior to the Effective Time or (y) is necessary for Ralliant to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which Fortive and/or Ralliant are parties, Fortive shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Ralliant has a reasonable need for such originals) in the possession or control of Fortive or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Ralliant; provided that, to the extent any originals are delivered to Ralliant pursuant to this Agreement or the Ancillary Agreements, Ralliant shall, at its own expense, return them to Fortive within a reasonable time after the need to retain such originals has ceased; provided, further that, such obligation to provide any requested Information shall terminate and be of no further force and effect on the date that is the first anniversary of the date of this Agreement; provided,

further that, in the event that Fortive, in its sole discretion, determines that any such access or the provision of any such Information would violate any Law or Contract with a third party or could reasonably result in the waiver of any Privilege, Fortive shall not be obligated to provide such Information requested by Ralliant;

(ii) that (x) is required by Ralliant with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on Ralliant (including under applicable securities laws) by a Governmental Entity having jurisdiction over Ralliant, or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, Fortive shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Ralliant has a reasonable need for such originals) in the possession or control of Fortive or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Ralliant; provided that, to the extent any originals are delivered to Ralliant pursuant to this Agreement or the Ancillary Agreements, Ralliant shall, at its own expense, return them to Fortive within a reasonable time after the need to retain such originals has ceased; provided, further that, in the event that Fortive, in its sole discretion, determines that any such access or the provision of any such Information would violate any Law or Contract with a third party or waive any Privilege, Fortive shall not be obligated to provide such Information requested by Ralliant; or

(b) After the Effective Time, and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, Fortive for specific and identified Information:

(i) that (x) relates to matters prior to the Effective Time or (y) is necessary for Fortive to comply with the terms of, or otherwise perform under, any Ancillary Agreement to which Fortive and/or Ralliant are parties, Ralliant shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Fortive has a reasonable need for such originals) in the possession or control of Ralliant or any of its Affiliates or Subsidiaries, but only to the extent such items so relate and are not already in the possession or control of Fortive; provided that, to the extent any originals are delivered to Fortive pursuant to this Agreement or the Ancillary Agreements, Fortive shall, at its own expense, return them to Ralliant within a reasonable time after the need to retain such originals has ceased; provided, further that, such obligation to provide any requested Information shall terminate and be of no further force and effect on the date that is the first anniversary of the date of this Agreement; provided, further, that in the event that Ralliant, in its sole discretion, determines that any such access or the provision of any such Information would violate any Law or Contract with a third party or could reasonably result in the waiver of any Privilege, Ralliant shall not be obligated to provide such Information requested by Fortive.

(ii) that (x) is required by Fortive with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on Fortive (including under applicable securities laws) by a Governmental Entity having jurisdiction over Fortive, or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, Ralliant shall provide, as soon as reasonably practicable following the receipt of such request, appropriate copies of such Information (or the originals thereof if Fortive has a reasonable need for such originals) in the possession or control of Ralliant or any of its Affiliates or Subsidiaries, but only to the

extent such items so relate and are not already in the possession or control of Fortive; provided that, to the extent any originals are delivered to Fortive pursuant to this Agreement or the Ancillary Agreements, Fortive shall, at its own expense, return them to Ralliant within a reasonable time after the need to retain such originals has ceased; provided, further that, in the event that Ralliant, in its sole discretion, determines that any such access or the provision of any such Information would violate any Law or Contract with a third party or waive any Privilege, Ralliant shall not be obligated to provide such Information requested by Fortive.

(c) Each of Fortive and Ralliant shall inform their respective officers, employees, agents, consultants, advisors, authorized accountants, counsel and other designated representatives who have or have access to the other Party's Confidential Information or other information provided pursuant to this Article VI of their obligation to hold such information confidential in accordance with the provisions of this Agreement.

(d) Without limiting the generality of the foregoing, until the first Ralliant fiscal year end occurring during the year in which the Distribution occurs (and for a reasonable period of time afterwards as required for each of Fortive and Ralliant to prepare consolidated financial statements or complete a financial statement audit for the fiscal year during which the Distribution occurs), each of Fortive and Ralliant shall use its commercially reasonable efforts to cooperate with the other Party's Information requests to enable (i) the other Party to meet its timetable for dissemination of its earnings releases, financial statements and management's assessment of the effectiveness of its disclosure controls and procedures and its internal control over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K promulgated under the Exchange Act; and (ii) the other Party's accountants to timely complete their review of the quarterly financial statements and audit of the annual financial statements, including, to the extent applicable to such Party, its auditor's audit of its internal control over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002, the Commission's and Public Company Accounting Oversight Board's rules and auditing standards thereunder and any other applicable Laws.

Section 6.3 Witness Services. At all times from and after the Effective Time, each of Fortive and Ralliant shall use its commercially reasonable efforts to make available to the other, upon reasonable written request, its and its Subsidiaries' officers, directors, employees and agents (taking into account the business demands of such individuals) as witnesses to the extent that (i) such Persons may reasonably be required to testify in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved (except for claims, demands or Actions in which one or more members of one Group is adverse to one or more members of the other Group) and (ii) there is no conflict in the Action between the requesting Party and the other Party. A Party providing a witness to the other Party under this Section 6.3 shall be entitled to receive from the recipient of such witness services, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees who are witnesses 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 as witnesses), as may be reasonably incurred and properly paid under applicable Law.

Section 6.4 Reimbursement; Other Matters. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, a Party providing Information or access to Information to the other Party under this Article VI shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of

salaries and benefits of employees of such Party 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), as may be reasonably incurred in providing such Information or access to such Information.

Section 6.5 Confidentiality.

(a) Notwithstanding any termination of this Agreement, and except as otherwise provided in the Ancillary Agreements, each of Fortive and Ralliant shall hold, and shall cause their respective Affiliates and their 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 or any Ancillary Agreement, use, including for any ongoing or future commercial purpose, without the prior written consent of the Party to whom the Confidential Information relates (which may be withheld in such Party's sole and absolute discretion, except where disclosure is required by applicable Law)), any and all Confidential Information concerning or belonging to the other Party or its Affiliates; provided that each Party may disclose, or may permit disclosure of, Confidential Information (i) to its respective auditors, attorneys, financial advisors, bankers and other appropriate consultants and advisors who have a need to know such Information for auditing and other non-commercial purposes and are informed of the obligation to hold such Information confidential and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if any Party or any of its respective Subsidiaries 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 or is advised by outside counsel in connection with a proceeding brought by a Governmental Entity that it is advisable to do so, (iii) as required in connection with any legal or other proceeding by one Party against the other Party or in respect of claims by one Party against the other Party brought in a proceeding, (iv) as necessary in order to permit a Party to prepare and disclose its financial statements in connection with any regulatory filings or Tax Returns, (v) as necessary for a Party to enforce its rights or perform its obligations under this Agreement (including pursuant to Section 2.3) or an Ancillary Agreement, (vi) to Governmental Entities in accordance with applicable procurement regulations and contract requirements or (vii) 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 pursuant 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 the Confidential Information relates of the existence of such request, demand or disclosure requirement and shall provide such affected Party a reasonable opportunity to seek an appropriate protective order or other remedy, which such Party will cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party which faces the disclosure requirement shall furnish only that portion of the Confidential Information that is required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such Confidential Information.

(b) Each Party acknowledges that it and the other members of its Group may have in its or their possession confidential or proprietary Information of third parties that was received under confidentiality or non-disclosure agreements with such third party while such Party and/or members of its Group were part of the Fortive Group. Each Party shall comply, and shall cause the other members of its Group to comply, and shall cause its and their respective officers, employees, agents, consultants and advisors (or potential buyers) to comply, with all terms and conditions of any such third-party agreements entered into prior to the Effective Time,

with respect to any confidential and proprietary Information of third parties to which it or any other member of its Group has had access.

(c) Notwithstanding anything to the contrary set forth herein, (i) the Parties shall be deemed to have satisfied their obligations hereunder with respect to Confidential Information if they exercise at least the same degree of care that applies to Fortive's confidential and proprietary information pursuant to policies in effect as of the Effective Time and (ii) confidentiality obligations provided for in any Contract between each Party or its Subsidiaries and their respective employees shall remain in full force and effect. Notwithstanding anything to the contrary set forth herein, Confidential Information of any Party in the possession of and used by any other Party as of the Effective Time may continue to be used by such Party in possession of the Confidential Information in and only in the operation of the Ralliant Business (in the case of the Ralliant Group) or the Fortive Retained Business (in the case of the Fortive Group); provided that such Confidential Information may only be used by such Party and its 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 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 6.5(a).

(d) The Parties agree that irreparable damage may occur in the event that the provisions of this Section 6.5 were not performed in accordance with their specific terms. Accordingly, it is hereby agreed that the Parties shall be entitled to an injunction or injunctions to enforce specifically the terms and provisions hereof in any court having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

(e) For the avoidance of doubt and notwithstanding any other provision of this Section 6.5, (i) the disclosure and sharing of Privileged Information shall be governed solely by Section 6.6, and (ii) Information that is subject to any confidentiality provision or other disclosure restriction in any Ancillary Agreement shall be governed by the terms of such Ancillary Agreement.

(f) For the avoidance of doubt and notwithstanding any other provision of this Section 6.5, following the Distribution Date, the confidentiality obligations under this Agreement shall continue to apply to any and all Confidential Information concerning or belonging to each Party or its Affiliates that is shared or disclosed with the other Party or its Affiliates, whether or not such Confidential Information is shared pursuant to this Agreement, any Ancillary Agreement or otherwise.

Section 6.6 Privilege Matters.

(a) Pre-Effective Time Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Effective Time have been and will be rendered for the collective benefit of each of the members of the Fortive Group and the Ralliant Group, and that each of the members of the Fortive Group and the Ralliant Group should be deemed to be the client with respect to such pre-Effective Time 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"). The Parties shall have a shared Privilege with respect to all Information subject to Privilege ("Privileged Information") which relates to such pre-Effective Time services. For the avoidance of doubt, Privileged Information within the scope of this Section 6.6 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.

(b) Post-Effective Time Services. The Parties recognize that legal and other professional services will be provided following the Effective Time to each of Fortive and Ralliant. The Parties further recognize that certain of such post-Effective Time services will be rendered solely for the benefit of Fortive or Ralliant, as the case may be, while other such post-Effective Time services may be rendered with respect to claims, proceedings, litigation, disputes, or other matters which involve both Fortive and Ralliant. With respect to such post-Effective Time services and related Privileged Information, the Parties agree as follows:

(i) All Privileged Information relating to any claims, proceedings, litigation, disputes or other matters which involve both Fortive and Ralliant shall be subject to a shared Privilege among the Parties involved in the claims, proceedings, litigation, disputes, or other matters at issue; and

(ii) Except as otherwise provided in Section 6.6(c)(i), Privileged Information relating to post-Effective Time services provided solely to one of Fortive or Ralliant shall not be deemed shared between the Parties, provided, that the foregoing shall not be construed or interpreted to restrict the right or authority of the Parties (x) to enter into any further agreement, not otherwise inconsistent with the terms of this Agreement, concerning the sharing of Privileged Information or (y) otherwise to share Privileged Information without waiving any Privilege which could be asserted under applicable Law.

(c) The Parties agree as follows regarding all Privileged Information with respect to which the Parties shall have a shared Privilege under Section 6.6(a) or (b):

(i) Subject to Section 6.6(c)(iii) and (iv), Ralliant may not waive, allege or purport to waive, any Privilege which could be asserted under any applicable Law, and in which Fortive has a shared Privilege, without the consent of Fortive, which shall not be unreasonably withheld or delayed. Consent shall be in writing, or shall be deemed to be granted unless written objection is made within fifteen (15) days after written notice by Ralliant to Fortive. Fortive shall be entitled, in its sole discretion to waive, allege or purport to waive, any Privilege in connection with any Privileged Information, whether or not the Privileged Information is in the possession or under the control of any member of the Fortive Group or any member of the Ralliant Group;

(ii) If a dispute arises between or among the Parties or their respective Subsidiaries regarding whether a Privilege should be waived to protect or advance the interest of any Party, each Party agrees that it shall negotiate in good faith, and shall endeavor to minimize any prejudice to the rights of the other Party. Fortive shall not unreasonably withhold consent to any request for waiver by Ralliant and specifically agrees that it shall not withhold consent to waive for any purpose except to protect its own legitimate interests;

(iii) If, within fifteen (15) days of receipt by Ralliant of written objection, the Parties have not succeeded in negotiating a resolution to any dispute regarding whether a Privilege should be waived, and Ralliant determines that a Privilege should nonetheless be waived to protect or advance its interest, Ralliant shall provide Fortive fifteen (15) days written notice prior to effecting such waiver. Each Party specifically agrees that failure within fifteen (15) days of receipt of such notice to commence proceedings in accordance with Section 7.2 to enjoin such disclosure under applicable Law shall be deemed full and effective consent to such disclosure, and any

such Privilege shall not be waived by Ralliant under the final determination of such dispute in accordance with Section 7.2; and

(iv) In the event of any litigation or dispute between the Parties, or any members of their respective Groups, either such Party may waive a Privilege in which the other Party or member of such Group has a shared Privilege, without obtaining the consent of the other Party; provided that such waiver of a shared Privilege shall be effective only as to the use of Privileged Information with respect to the litigation or dispute between the Parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared Privilege with respect to third parties.

(d) The transfer of all Information pursuant to this Agreement is made in reliance on the agreement of Fortive or Ralliant as set forth in Section 6.5 and this Section 6.6, to maintain the confidentiality of Privileged Information and to assert and maintain any applicable Privilege. The access to Information being granted pursuant to Section 5.5 Section 6.2, the agreement to provide witnesses and individuals pursuant to Section 5.5 and Section 6.3, the furnishing of notices and documents and other cooperative efforts contemplated by Section 5.5, and the transfer of Privileged Information between the Parties and their respective Subsidiaries pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.

Section 6.7 Ownership of Information. Any Information owned by one Party or any of its Subsidiaries that is provided to a requesting Party pursuant to this Article VI shall be deemed to remain the property of the providing Party. Unless expressly set forth herein, nothing contained in this Agreement shall be construed as granting a license or other rights to any Party with respect to any such Information, whether by implication, estoppel or otherwise.

Section 6.8 Other Agreements. The rights and obligations granted under this Article VI are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in any Ancillary Agreement.

Article VII

DISPUTE RESOLUTION

Section 7.1 Negotiation.

(a) Good Faith Officer Negotiation. In the event of a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or the Ancillary Agreements or otherwise arising out of, or in any way related to, this Agreement or the Ancillary Agreements or the transactions contemplated hereby, including any Action based on contract, tort, statute or constitution (collectively, “Disputes”), the general counsels of the Parties (or any executives designated by either of them who hold, at a minimum, the title of Senior Vice President and who have authority to settle the Dispute) shall attempt to resolve the Dispute through good faith negotiation for a reasonable period of time; provided, that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed forty-five (45) days (the “Initial Negotiation Period”) from the time of receipt by a Party of written notice of such Dispute (“Dispute Notice”).

(b) CEO Negotiation. If any Dispute is not resolved pursuant to Section 7.1(a), as soon as reasonably practicable following the conclusion of the Initial Negotiation Period, the Chief Executive Officers of the Parties shall begin conducting good faith negotiations with respect to such Dispute. If the Chief Executive Officers of the Parties are

unable for any reason to resolve a Dispute within fifteen (15) days after the conclusion of the Initial Negotiation Period, and such fifteen (15)-day period is not extended by mutual written consent of the Parties (such negotiation period, the “CEO Negotiation Period”), the Dispute shall be submitted to arbitration in accordance with Section 7.2.

(c) All negotiations and any settlement pursuant to this Section 7.1 shall be confidential, and no written or oral statements or offers made by the Parties during such settlement negotiations shall be admissible for any purpose in any subsequent proceedings, including any arbitration proceeding pursuant to Section 7.2; provided, that in the event of any arbitration in accordance with Section 7.2 hereof, the Parties shall not assert the defenses of statute of limitations and laches arising during the period beginning after the date of receipt of the Dispute Notice, and any contractual time period or deadline under this Agreement or any Ancillary Agreement to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved.

Section 7.2 Arbitration. If the Dispute has not been resolved for any reason after the CEO Negotiation Period, such Dispute shall be submitted to final and binding arbitration administered in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA”) then in effect (the “Rules”), except as modified herein.

(a) Unless otherwise agreed by the Parties in writing, any Dispute to be decided pursuant to this Section 7.2 will be decided (x) before a sole arbitrator if the amount in dispute, inclusive of all claims and counterclaims, totals less than \$500,000, or (y) by a panel of three (3) arbitrators if the amount in dispute, inclusive of all claims and counterclaims, totals \$500,000 or more (such arbitrator, collectively, the “Arbitral Tribunal”). The panel of three (3) arbitrators shall be selected as follows: (1) the claimant shall nominate one arbitrator in accordance with the Rules, (2) the respondent shall nominate one arbitrator in accordance with the Rules within twenty-one days (21) after the appointment of the first arbitrator, and (3) the third arbitrator, who shall serve as chair, shall be jointly nominated by the two party-nominated arbitrators within twenty-one (21) days of the confirmation of the appointment of the second arbitrator. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by the AAA in accordance with the listing, striking and ranking procedure in the Rules.

(b) The arbitration shall be held, and the award shall be rendered, in New York, New York, in the English language.

(c) For the avoidance of doubt, by submitting their dispute to arbitration under the Rules, the Parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration (including any defense based on a statute of limitation, if applicable), the jurisdiction of the Arbitral Tribunal, and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal.

(d) Without derogating from Section 7.2(e) below, the Arbitral Tribunal 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 (the “Emergency Arbitrator”). 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 7.3 below. 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; (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; and (iii) either Party shall retain the right to apply for freezing orders to prevent the improper dissipation of transfer of assets to a court of competent jurisdiction.

(e) The Arbitral Tribunal shall have the power to grant any remedy or relief that it deems just and equitable and that is in accordance with the terms of this Agreement, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement or any Ancillary Agreement, nor any right or power to award punitive, exemplary or treble damages.

(f) The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys’ fees and costs as well as those costs and fees addressed in the Rules, between the Parties in the manner it deems fit.

(g) Arbitration under this Article VII shall be the sole and exclusive remedy for any Dispute, and any award rendered thereby shall be final and binding upon the Parties as from the date rendered. Judgment on the award rendered by the Arbitral Tribunal may be entered in any court having jurisdiction thereof, including any court having jurisdiction over the relevant Party or its Assets.

Section 7.3 Specific Performance. From and after the Distribution Date, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any Ancillary Agreement, the Parties agree that the Party or Parties to this Agreement or such Ancillary Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article VII (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement or such Ancillary 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, from and after the Distribution Date, the remedies at law for any breach or threatened breach of this Agreement or any Ancillary Agreement, including monetary damages, are inadequate compensation for any Indemnifiable Loss, 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 7.4 Treatment of Arbitration. The Parties agree that any arbitration hereunder shall be kept confidential, and that the existence of the proceeding and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall be deemed confidential, and shall not be disclosed beyond the Arbitral Tribunal, the Parties, their counsel, and any Person necessary to the conduct of the proceeding, except as and to the extent required by Law and to defend or pursue any legal right. In the event any Party makes application to any court in connection with this Section 7.4 (including any proceedings to enforce a final award or any Interim Relief), that 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.

Section 7.5 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall 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 VII with respect to all matters not subject to such dispute resolution.

Section 7.6 Consolidation. The arbitrator may consolidate an arbitration under this Agreement with any arbitration arising under or relating to the Ancillary Agreements or any other agreement between the Parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the arbitrator appointed for the arbitration proceeding that was commenced first in time.

Section 7.7 Coordination. Except to the extent provided in Article IX of the Tax Matters Agreement, the provisions of this Article VII (other than this Section 7.7) shall not apply with respect to the resolution of any dispute, controversy or claim arising out of or relating to Taxes or Tax matters, which shall be governed by the Tax Matters Agreement.

Article VIII

INSURANCE

Section 8.1 Insurance Matters

(a) Ralliant acknowledges and agrees that, from and after the Effective Time, neither Ralliant nor any member of the Ralliant Group shall have any rights to or under any Policies of Fortive, including the Company Policies, other than (x) any insurance policies acquired prior to the Effective Time directly by and in the name of Ralliant or a member of the Ralliant Group and that provide coverage solely for one or more members of the Ralliant Group, or (y) as expressly provided in Section 5.7 or this Article VIII.

(b) Notwithstanding Section 8.1(a), from and after the Effective Time, with respect to any Liability accrued and/or incurred by Ralliant or its predecessors prior to the Effective Time, Fortive may, in its sole discretion, provide Ralliant with access to, and, if and to the extent determined by Fortive in its discretion, Ralliant and Fortive may jointly make claims under, the Company Policies if and solely to the extent that the terms of such policies provide for such coverage to Ralliant or its predecessors with respect to any Ralliant Liabilities accrued and/or incurred prior to the Effective Time, and subject to the terms and conditions of such insurance policies, including any limits on coverage or scope, any deductibles and other fees and expenses, and subject to the following additional conditions:

(i) Ralliant shall inform Fortive of any potential claim under any of the Company Policies with regard to any Ralliant Liability and Fortive shall determine whether and at what time to report any such claims under such Company Policies directly to the applicable insurance company, and to submit a claim for coverage thereunder, and Fortive shall provide a copy of all such claim reports and submissions to Ralliant; provided, that with respect to any such claims, Ralliant shall provide Fortive with the information regarding the claims and provide recommendations with regard to the reporting and submission of such claims, and Fortive shall consult with Ralliant with regard to the timing thereof;

(ii) If and to the extent that Ralliant is the sole entity recovering insurance proceeds under one or more of the Company Policies in respect of a particular claim for coverage, Ralliant shall exclusively bear and be responsible for (and Fortive shall have no obligation to repay or reimburse Ralliant for) and pay the applicable

insurers as required under the applicable Company Policies for any and all costs as a result of having access to, or making claims under, such Policies, including any amounts of deductibles and self-insured retention associated with such claims, claim handling and administrative costs, collateral requirements and costs, Taxes, surcharges, additional premiums, state assessments, reinsurance costs, and other related costs, relating to all open, closed or re-opened claims covered by the applicable Policies, whether such claims are made by Ralliant, its employees or third parties, and Ralliant shall indemnify, hold harmless and reimburse Fortive for any such amounts incurred by Fortive to the extent resulting from any access to, any claims made by Ralliant under, any Company Policies provided pursuant to this Section 8.1. If Fortive and Ralliant jointly make a claim for coverage under the Company Policies for amounts that have been or may in the future be incurred partially by Fortive and partially by Ralliant, at the sole discretion of Fortive, any insurance recovery resulting therefrom may first be allocated to reimburse Fortive and/or Ralliant for their respective costs, legal and consulting fees, and other out-of-pocket expenses incurred in pursuing such insurance recovery, with the remaining net proceeds from the insurance recovery to be allocated as between Fortive and Ralliant in a manner at the sole discretion of Fortive at or near the time of such recovery;

(iii) Ralliant shall exclusively bear (and Fortive shall have no obligation to repay or reimburse Ralliant for) and shall be liable for all uninsured, uncovered, unavailable or uncollectible amounts, incurred from and after the Effective Time, of all such claims pursued by Ralliant under the Company Policies as provided for in this Section 8.1(b); and

(iv) in connection with making any joint claim under any Company Policies pursuant to this Section 8.1(b), Fortive shall control the administration of all such claims, including the timing of any assertion and pursuit of coverage, and Ralliant shall not take any action that would be reasonably likely to: (A) have an adverse impact on the then-current relationship between Fortive and the applicable insurance company; (B) result in the applicable insurance company terminating or reducing coverage to Fortive or Ralliant, or increasing the amount of any premium owed by Fortive under the applicable Company Policies; (C) otherwise compromise, jeopardize or interfere with the rights of Fortive under the applicable Company Policies; or (D) otherwise compromise or impair Fortive's ability to enforce its rights with respect to any indemnification under or arising out of this Agreement, and Fortive shall have the right, in its sole discretion, to cause Ralliant to desist from any action that Fortive determines, in its sole discretion, would compromise or impair Fortive's rights in accordance with this clause (D).

At all times, Fortive and Ralliant shall, subject to the limitations set forth in Section 6.5, cooperate with reasonable requests for information by the other Party or the insurance companies regarding any such insurance policy claim.

(c) Notwithstanding Section 8.1(b), from and after the Effective Time, any director or officer of Ralliant or any member of the Ralliant Group who served as a director or officer of Fortive or any member of the Fortive Group prior to the Effective Time shall be entitled to pursue coverage under the director and officer liability insurance policies maintained by Fortive or any member of the Fortive Group to the extent that such policies provide coverage for such director's or officer's acts and omissions in his or her respective capacity as director or officer of Fortive or any member of the Fortive Group prior to the Effective Time, subject to the terms and conditions of such policies (including but not limited to any limits on coverage or scope, any deductibles or retention amounts and other fees and expenses).

(d) Any payments, costs and adjustments required pursuant to Section 8.1(b) shall at Fortive's election either be billed by Fortive to Ralliant on a monthly basis and Ralliant shall pay such billed payments, costs and adjustments to Fortive within sixty (60) days from receipt of invoice, or billed directly by the applicable third party to Ralliant. If Fortive incurs costs to enforce Ralliant's obligations under this Section 8.1, Ralliant agrees to indemnify Fortive for such enforcement costs, including reasonable attorneys' fees.

(e) Notwithstanding anything to the contrary in this Agreement, from and after the Effective Time, neither Ralliant nor any member of the Ralliant Group shall have any rights or claims against or with respect to any self-insurance or captive insurance company arrangement of Fortive or any member of the Fortive Group. In addition, as of the Effective Time, Ralliant, for itself and each member of the Ralliant Group does hereby remise, release and forever discharge Fortive and the other members of the Fortive Group of any rights or claims against or with respect to any self-insurance or captive insurance company arrangement of Fortive or any member of the Fortive Group.

(f) At the Effective Time, Ralliant shall have in effect all insurance programs required to comply with Ralliant's statutory obligations.

(g) This Agreement shall not be considered as an attempted assignment of any policy of insurance in its entirety, nor is it considered to be itself a contract of insurance, and further this Agreement shall not be construed to waive any right or remedy of Fortive under or with respect to any of the Company Policies and programs or any other contract or policy of insurance, and Fortive reserves all of its rights under such Policies.

(h) Fortive shall not be liable to Ralliant for claims not reimbursed by insurers for any reason not within the control of Fortive, including coinsurance provisions, deductibles, quota share deductibles, exhaustion of aggregates, self-insured retentions, bankruptcy or insolvency of an insurance carrier, Company Policy limitations or restrictions, any coverage disputes, any failure to timely claim by Fortive or any defect in such claim or its processing.

(i) In the event that Insured Claims of more than one Party exist relating to the same occurrence, the relevant Parties shall jointly defend and waive any conflict of interest to the extent necessary to the conduct of the joint defense. Nothing in this Section 8.1(i) shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those obligations under Article V, including those created by this Agreement, by operation of law or otherwise.

(j) In the event of any Action by any Party (or both of the Parties) to recover or obtain insurance proceeds, or to defend against any Action by an insurance carrier to deny any Policy benefits, both Parties may join in any such Action and be represented by joint counsel and both Parties shall waive any conflict of interest to the extent necessary to conduct any such Action. Nothing in this Section 8.1(j) shall be construed to limit or otherwise alter in any way the obligations of the Parties, including those created under Article V of this Agreement or otherwise, by operation of Law, or otherwise.

(k) Notwithstanding anything contained in this Section 8.1, to the extent Fortive has entered into or agrees to enter into, whether on its own or with respect to the any arrangement provided for under this Section 8.1, any settlement agreement or other arrangement with any insurance provider regarding coverage under any Company Policy that provides for any limitation of coverage or release of such insurance provider with regard to any coverage thereunder, whether in whole or in part (collectively, the "Released Insurance Matters"), Ralliant agrees that it shall (i) abide by the terms of and, to the extent required,

consent to, any such settlement or arrangement relating to the Released Insurance Matters as a condition to receiving any coverage under any Company Policy related thereto, (ii) have no rights to any such coverage under the Company Policies with respect to any Released Insurance Matters and (iii) make no claims under any Company Policies with respect to any Released Insurance Matters.

(l) Notwithstanding anything contained in this Section 8.1, from and after the Effective Time, Ralliant shall maintain the insurance policies set forth in Schedule 8.1(l).

Section 8.2 Certain Matters Relating to Fortive's Organizational Documents. From the Effective Time until six (6) years from the Distribution Date, the certificate of incorporation and bylaws of Ralliant shall contain provisions no less favorable with respect to indemnification of directors and officers than those set forth in the Charter or Bylaws, which provisions shall not be amended, repealed or otherwise modified for such period in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were indemnified under the Charter or Bylaws, unless such amendment, repeal, or other modification shall be required by Law and then only to the minimum extent required by Law or approved by Ralliant's stockholders.

Section 8.3 Indemnitor of First Resort. As a result of agreements or obligations arising outside of this Agreement, certain of the directors and officers of Ralliant and its Subsidiaries designated by Fortive or its Affiliates (the "Fortive D&O Indemnitees") have or will have rights to indemnification, advancement of expenses and/or insurance provided by Fortive or certain of its Affiliates (collectively, the "Fortive Indemnitors") in connection with their service as directors or officers of Ralliant or its Subsidiaries. Notwithstanding any such rights to indemnification, advancement of expenses and/or insurance provided by any Fortive Indemnitor, (a) Ralliant is the indemnitor of first resort (*i.e.*, Ralliant's obligations to the Fortive D&O Indemnitees are primary, and any obligation of the Fortive Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any Fortive D&O Indemnitee are secondary), (b) Ralliant shall be required to advance the full amount of expenses incurred by the Fortive D&O Indemnitees and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, any other agreement between Ralliant and the Fortive D&O Indemnitees or the certificate of incorporation or bylaws of Ralliant and (c) Ralliant hereby irrevocably waives, relinquishes and releases each of the Fortive Indemnitors from any and all claims against any of the Fortive Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. In addition, notwithstanding any advancement or payment by the Fortive Indemnitors to or on behalf of any Fortive D&O Indemnitee with respect to any claim for which a Fortive D&O Indemnitee has sought or may seek indemnification from Ralliant, (i) Ralliant's obligations hereunder shall not be affected, (ii) the Fortive Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Fortive D&O Indemnitee, as applicable, against Ralliant and (iii) for the avoidance of doubt, all damages, costs losses and other Liabilities incurred by any Fortive D&O Indemnitee in connection with his or her service as a director or officer of Ralliant or any of its Subsidiaries shall constitute Ralliant Liabilities.

Article IX

MISCELLANEOUS

Section 9.1 Entire Agreement; Construction. This Agreement, including the Exhibits and Schedules, and the Ancillary Agreements shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous

negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail. In the event and to the extent that there shall be a conflict or inconsistency between the provisions of (a) this Agreement and the provisions of any Ancillary Agreement or Continuing Arrangement, such Ancillary Agreement or Continuing Arrangement shall control with respect to the subject matter addressed by such Ancillary Agreement or Continuing Arrangement to the extent of such conflict or inconsistency (except with respect to any Conveyancing and Assumption Instruments, in which case this Agreement shall control) and (b) this Agreement and any agreement which is not an Ancillary Agreement, this Agreement shall control unless specifically stated otherwise in such agreement. For the avoidance of doubt, the Conveyancing and Assumption Instruments are intended to be ministerial in nature and only to effect the transactions contemplated by this Agreement with respect to the applicable local jurisdiction and shall not expand or modify the rights and obligations of the Parties or their Affiliates under this Agreement or any of the Ancillary Agreements that are not Conveyancing and Assumption Instruments. Notwithstanding anything herein to the contrary, except as expressly set forth otherwise 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) for the avoidance of doubt, in the event of any conflict between this Agreement or any Ancillary Agreement, 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 9.2 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 9.3 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, 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 9.4 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 9.5 Expenses.

(a) Except as otherwise expressly provided in this Agreement or any Ancillary Agreement, or as otherwise agreed to in writing by the Parties, all out-of-pocket fees and expenses incurred at or prior to the Effective Time by any member of the Fortive Group or the Ralliant Group that are in connection with, or as required by, the preparation, execution, delivery and implementation of this Agreement, any Ancillary Agreement and the Distribution Disclosure Documents and the consummation of the Internal Reorganization, the Contribution and the Distribution (the “Transaction-related Expenses”) shall be borne and paid by Fortive; provided, that all costs and expenses, other than the Transaction-related Expenses incurred at or prior to the Effective Time, with respect to any third party vendors or services provided to or for the benefit of any member of the Ralliant Group shall be borne and paid by Ralliant.

(b) The Fortive Group shall have no responsibility for, and Ralliant shall indemnify the Fortive Group in respect of, any out-of-pocket fees and expenses incurred by any member of the Ralliant Group following the Effective Time in connection with, or as required by, the preparation, execution, delivery and implementation of this Agreement any Ancillary Agreement and the Distribution Disclosure Documents and the consummation of the

Internal Reorganization, the Contribution and the Distribution (except to the extent such fees and expenses were incurred in connection with services expressly requested by Fortive in writing following the Effective Time).

(c) Except as otherwise expressly provided in this Agreement or any Ancillary Agreement, or as otherwise agreed to in writing by the Parties, any costs and expenses incurred in obtaining any Consents or novation from a third party in connection with the assignment to or assumption by a Party or its Subsidiary of any Contracts in connection with the Internal Reorganization, the Contribution or the Distribution shall be borne by the Party or its Subsidiary to which such Contract is being assigned.

(d) Except as set forth in Section 9.5(b), with respect to any expenses incurred pursuant to a request for further assurances granted under Section 2.7, the Parties agree that any and all fees and expenses incurred by either Party shall be borne and paid by the requesting Party; it being understood that no Party shall be obliged to incur any third party accounting, consulting, advisor, banking or legal fees, costs or expenses, and the requesting Party shall not be obligated to pay such fees, costs or expenses, unless such fee, cost or expense shall have had the prior written approval of the requesting Party. Notwithstanding the foregoing, each Party shall be responsible for paying its own internal fees, costs and expenses (e.g., salaries of personnel). With respect to any fees, costs and expenses incurred by either Party in satisfying its obligations under Section 7.1 or Section 7.2, the requesting Party shall be responsible for the other Party's fees, costs and expenses.

Section 9.6 Notices. All notices, requests, claims, demands and other communications under this Agreement and, to the extent applicable and unless otherwise provided therein, under each of the Ancillary Agreements shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email or by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9.6):

To Fortive:

Fortive Corporation
6920 Seaway Blvd.
Everett, WA 98203
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

To Ralliant:

Ralliant Corporation
4000 Center at North Hills Street
Suite 430
Raleigh, NC 27609
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

Section 9.7 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representatives of the Parties against whom it is sought to enforce such waiver, amendment, supplement or modification.

Section 9.8 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any party hereto without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (i) with respect to Fortive, an Affiliate of Fortive, or (ii) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party to this Agreement; provided however that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 9.8 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 9.9 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 assigns.

Section 9.10 Termination. This Agreement (including Article V hereof) may be terminated at any time prior to the Effective Time by and in the sole discretion of Fortive without the approval of Ralliant or the stockholders of Fortive. In the event of such termination prior to the Effective Time, no Party (nor any of its directors, officers or employees) shall have any liability of any kind to the other Party or any other Person by reason of this Agreement. After the Effective Time, this Agreement may not be terminated except by an agreement in writing signed by Fortive and Ralliant.

Section 9.11 Payment Terms.

(a) Except as set forth in Article V or as otherwise expressly provided to the contrary in this Agreement or in any Ancillary 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 Party's Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within sixty (60) 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) Notwithstanding anything to the contrary herein, any amount to be paid by Ralliant in respect of a Ralliant Liability or other Liability or obligation of Fortive that is Assumed or otherwise assumed by Ralliant, or otherwise treated as a Liability or obligation of Fortive that is assumed by Ralliant within the meaning of Section 357(d) of the Code, pursuant to this Agreement, in each case, as determined by Fortive in its sole discretion, shall be paid, at Fortive's option and in its sole discretion, in the following manner:

(i) To the applicable third-party creditor or obligor of such Liability or obligation directly;

(ii) To an independent trustee or escrow agent that is not affiliated with Fortive, which agent shall pay the applicable third-party creditor or obligor of such Liability or obligation directly; provided that (x) the payment is not made to any account of Fortive or any member of the Fortive Group or any person through which Fortive or any member of the Fortive Group could direct the payment, (y) Fortive and Ralliant shall treat any income, gain or loss for U.S. federal income Tax purposes on the payment proceeds as income, gain or loss of Ralliant and (z) any excess of the payment amount (and any income or gain thereon) over the amount paid to satisfy such Liability or obligation shall revert and be repaid to Ralliant;

(iii) To Fortive; provided, that (x) Fortive has made in its sole discretion a determination that Ralliant is prohibited from assuming such Liability or obligation, (y) Fortive has already satisfied or paid such Liability or obligation to the applicable third-party creditor or obligor of such Liability or obligation directly, and (z) after receiving such payment from Ralliant, Fortive is in the same net economic position that it would have been in if Ralliant were able to assume such obligation; or

(iv) In any other manner as determined by Fortive in its sole discretion.

(c) The Parties acknowledge and agree that, for U.S. federal (and applicable state and local) income Tax purposes, the payment procedures described in Section 9.11(b) are intended to comply with Section 357(a) of the Code (and the Treasury Regulations and Proposed Treasury Regulations promulgated thereunder as of the date of this Agreement) with respect to the Contribution. Each Party shall, and shall cause each of its respective Affiliates and employees to, reasonably cooperate to cause any applicable payments to be made by Ralliant pursuant to this Agreement to be made in accordance with Section 9.11(b) or otherwise as directed by Fortive so as to be in accordance with the tax treatment described in the immediately preceding sentence.

(d) Except as set forth in Article V or as expressly provided to the contrary in this Agreement or in any Ancillary 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 sixty (60) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Prime Rate, from time to time in effect, 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.

(e) Unless otherwise consented to by the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by either Fortive or Ralliant under this Agreement shall be made in US Dollars. Except as expressly provided herein, any amount which is not expressed in US Dollars shall be converted into US Dollars by using the exchange rate published on Bloomberg at 5:00 p.m. Eastern time (ET) on the day before the relevant date 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 or under any Ancillary Agreement may be denominated in a currency other than US Dollars, the amount of such payment shall be converted into US Dollars on the date in which notice of the claim is given to the Indemnifying Party.

Section 9.12 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Time, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 9.13 Third Party Beneficiaries. Except (i) as provided in Article V relating to Indemnitees and for the release under Section 5.1 of any Person provided therein and (ii) as specifically provided in any Ancillary Agreement, this Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement.

Section 9.14 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement.

Section 9.15 Exhibits and Schedules.

(a) 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 Fortive Group or the Ralliant 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 Fortive Group or the Ralliant 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.

(b) Subject to the prior written consent of the other Party (not to be unreasonably withheld or delayed), each Party shall be entitled to update the Schedules from and after the date hereof until the Effective Time.

Section 9.16 Governing Law. This Agreement and any dispute arising 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 9.17 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith

negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 9.18 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 9.19 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 5.2; Section 5.3; and Section 5.4).

Section 9.20 Tax Treatment of Payments. Unless otherwise required by a Final Determination, for U.S. federal income Tax purposes and all other applicable Tax purposes, any payment made pursuant to this Agreement (other than any payment of interest pursuant to Section 9.11) shall be treated in accordance with Section 5.4 of the Tax Matters Agreement.

Section 9.21 No Waiver. No failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder or under the other Ancillary Agreements shall operate as a waiver hereof or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.22 No Admission of Liability. The allocation of Assets and Liabilities herein (including on the Schedules hereto) is solely for the purpose of allocating such Assets and Liabilities between Fortive and Ralliant and is not intended as an admission of liability or responsibility for any alleged Liabilities vis-à-vis any third party, including with respect to the Liabilities of any non-wholly owned subsidiary of Fortive or Ralliant.

Section 9.23 Advisors. It is acknowledged and agreed by each of the Parties that Fortive, on behalf of itself and the other members of the Fortive Group, has retained each of the Persons identified on Schedule 9.23 to act as counsel or an advisor in connection with this Agreement, the Ancillary Agreements, the Internal Reorganization, the Contribution, the Distribution and the other transactions contemplated hereby and thereby and that the Persons listed on Schedule 9.23 have not acted as counsel or advisor for Ralliant or any other member of the Ralliant Group in connection with this Agreement, the Ancillary Agreements, the Internal Reorganization, the Contribution, the Distribution and the other transactions contemplated hereby and thereby and that none of Ralliant or any member of the Ralliant Group has the status of a client of the Persons listed on Schedule 9.23 for conflict of interest or any other purposes as a result thereof. Ralliant hereby agrees, on behalf of itself and each other member of the Ralliant Group that, in the event that a dispute arises after the Effective Time in connection with this Agreement, the Ancillary Agreements, the Internal Reorganization, the Contribution, the Distribution and/or any of the other transactions contemplated hereby and thereby between Fortive and Ralliant or any of the members of their respective Groups, each of the Persons listed on Schedule 9.23 may represent any or all of the members of the Fortive Group in such dispute even though the interests of the Fortive Group may be directly adverse to those of the Ralliant Group. Ralliant further agrees, on behalf of itself and each other member of the Ralliant Group that, with respect to this Agreement, the Ancillary Agreements, the Internal Reorganization, the Contribution, the Distribution and the other transactions contemplated hereby and thereby, the attorney-client privilege and the expectation of client confidence belongs to Fortive or the applicable member of the Fortive Group and may be controlled by Fortive or such member of the

Fortive Group and shall not pass to or be claimed by Ralliant or any member of the Ralliant Group. Without limiting the foregoing, Ralliant acknowledges and agrees that each of Wachtell, Lipton, Rosen & Katz and DLA Piper is representing Fortive, and not Ralliant, in connection with the transactions contemplated hereby.

Section 9.24 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 circumstances of Force Majeure. 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 condition 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 reasonably practicable. "Force Majeure" shall mean, with respect to a Party, an event beyond the reasonable control of such Party (or any Person acting on its behalf), which event (a) does not arise or result from the fault or negligence of such Party (or any Person acting on its behalf) and (b) by its nature would not reasonably have been foreseen by such Party (or such Person), or, if it would reasonably have been foreseen, was unavoidable, and includes acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts, or, in the case of computer systems, any significant and prolonged failure in electrical or air conditioning equipment. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party's response thereto shall not be deemed an event of Force Majeure.

Section 9.25 Authority. Fortive represents on behalf of itself and each other member of the Fortive Group, and Ralliant represents on behalf of itself and each other member of the Ralliant Group, as follows:

(a) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby; and

(b) this Agreement and each Ancillary Agreement to which it is a party has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

[Signature Page Follows]

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

FORTIVE CORPORATION

By: /s/ Olumide Soroye

Name: Olumide Soroye

Title: President and Chief Executive Officer of Intelligent Operating Solutions and
Advanced Healthcare Solutions Segments

RALLIANT CORPORATION

By: /s/ Tamara S. Newcombe

Name: Tamara S. Newcombe

Title: President and Chief Executive Officer

[Separation and Distribution Agreement Signature Page]

ANNEX A

Plan of Reorganization

EMPLOYEE MATTERS AGREEMENT

by and between

FORTIVE CORPORATION

and

RALLIANT CORPORATION

Dated as of June 27, 2025

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EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (this “Agreement”), dated as of June 27, 2025, is entered into by and between Fortive Corporation, a Delaware corporation (“Fortive”), and Ralliant Corporation, a Delaware corporation and a wholly owned subsidiary of Fortive (“Ralliant”). “Party” or “Parties” means Fortive or Ralliant, individually or collectively, as the case may be. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement or the Separation Agreement, shall have the meaning set forth in Section 1.1.

WITNESSETH:

WHEREAS, Fortive, acting through its direct and indirect Subsidiaries, currently conducts the Fortive Retained Business and the Ralliant Business;

WHEREAS, the Board of Directors of Fortive (the “Board”) has determined that it is appropriate, desirable and in the best interests of Fortive and its stockholders to separate Fortive into two separate, publicly traded companies, one for each of (a) the Fortive Retained Business, which shall be owned and conducted, directly or indirectly, by Fortive and its Subsidiaries (other than Ralliant and its Subsidiaries), and (b) the Ralliant Business, which shall be owned and conducted, directly or indirectly, by Ralliant and its Subsidiaries, in the manner contemplated by the Separation and Distribution Agreement by and between the Parties, dated as of June 27, 2025 (the “Separation Agreement”);

WHEREAS, the Separation Agreement sets forth the terms and conditions applicable to the Distribution; and

WHEREAS, pursuant to the Separation Agreement, Fortive and Ralliant have agreed to enter into this Agreement for the purpose of allocating Assets, Liabilities and responsibilities with respect to certain employee matters and employee compensation and benefit plans and programs between them and to address certain other employment-related matters.

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:

“Accrued Incentive Amount” shall mean the aggregate amount accrued by Fortive in respect of Ralliant Employees under any cash incentive compensation and sales commission programs applicable to such Ralliant Employees and unpaid as of the date on which the employment or services of such Ralliant Employees are transferred to Ralliant.

“Acquired Rights Directive” shall have the meaning set forth in the definition “Transfer Regulations.”

“Agreement” shall have the meaning set forth in the Preamble.

“Automatic Transfer Employees” shall mean any Ralliant Employee, where local employment Laws, including the Transfer Regulations, provide for an automatic transfer of such employees to a member of the Ralliant Group by operation of Law upon the transfer of a business as a going concern and such business transfer occurs as a result of the transactions contemplated by the Separation Agreement.

“Benefit Arrangement” shall mean, with respect to an entity, each compensation or employee benefit plan, program, policy, agreement or other arrangement, whether or not “employee benefit plans” (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA), including any benefit plan, program, policy, agreement or arrangement providing cash- or equity-based compensation or incentives, health, medical, dental, vision, disability, accident or life insurance benefits or vacation, paid or unpaid leave, severance, retention, change in control, termination, deferred compensation, individual employment or consulting, retirement, pension or savings benefits, supplemental income, retiree benefit or other fringe benefit (whether or not taxable), or employee loans, that are sponsored or maintained by such entity (or to which such entity contributes or is required to contribute or in which it participates), and excluding workers’ compensation plans, policies, programs and arrangements.

“Board” shall have the meaning set forth in the Recitals.

“Collective Bargaining Agreement” shall mean each agreement with the collective bargaining representative, employee representative, trade union, labor or management organization, group of employees, or works council or similar representative body of Ralliant Employees, including any national or sector specific collective agreement which is applicable to Ralliant Employees, in each case in effect immediately prior to the date on which the applicable Ralliant Employees become employed by a member of the Ralliant Group, that sets forth terms and conditions of employment of Ralliant Employees, and all modifications of, or amendments to, such agreement and any rules, procedures, awards or decisions of competent jurisdiction interpreting or applying such agreement.

“Delayed Transfer Date” shall mean the date on which it is determined by Fortive that either (a) a Delayed Transfer Ralliant Employee or Delayed Transfer Fortive Employee is permitted to transfer from the Fortive Group to the Ralliant Group or from the Ralliant Group to the Fortive Group, respectively, in accordance with applicable Law, or (ii) the necessary business operations are set up in the relevant jurisdiction to enable employment of the Ralliant Employee or Fortive Employee by the Ralliant Group or Fortive Group, as applicable.

“Delayed Transfer Fortive Employee” shall mean each individual employed by Ralliant or a member of the Ralliant Group as of the Effective Time (a) whom Fortive determines is either (i) exclusively or primarily engaged in the Fortive Business, or (ii) necessary for the ongoing operation of the Fortive Business on and following the Effective Time, and (b) whose

employment is determined by Fortive to not be eligible to be transferred from a member of the Ralliant Group to a member of the Fortive Group at or prior to the Effective Time as a result of (i) requirements under applicable Law or (ii) a delay in setting up Fortive Business operations in a particular jurisdiction sufficient to employ such Fortive Employee.

“Delayed Transfer Ralliant Employee” shall mean each individual employed by Fortive or a member of the Fortive Group as of the Effective Time (a) whom Fortive determines is either (i) exclusively or primarily engaged in the Ralliant Business, or (ii) necessary for the ongoing operation of the Ralliant Business on and following the Effective Time, and (b) whose employment is determined by Fortive to not be eligible to be transferred to a member of the Ralliant Group at or prior to the Effective Time as a result of (i) requirements under applicable Law, (ii) global mobility needs, (iii) participation in a long-term disability plan or similar arrangement that is a Fortive Benefit Arrangement, or (iv) a delay in setting up Ralliant Business operations in a particular jurisdiction sufficient to employ such individual.

“Distribution Date” shall mean the date, as shall be determined by the Fortive Board, on which the Distribution occurs.

“Effective Time” shall mean 12:01 a.m., New York time, on the Distribution Date.

“Employee Representative” shall mean any works council, employee representative, trade union, labor or management organization, group of employees or similar representative body for Ralliant Employees.

“Equity Award Adjustment Ratio” shall mean the adjustment ratio adopted prior to the Effective Time by the Board or the Compensation Committee of the Board in its sole and absolute discretion for purposes of making equitable adjustments to the awards held by Ralliant Employees under the Fortive Stock Plan.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“Former Ralliant Service Provider” shall mean:

(a) each individual (i) whose employment or service with Fortive or any of its Subsidiaries or Affiliates terminated for any reason prior to the Effective Time, and (ii) (A) who was employed or engaged by Ralliant or a member of the Ralliant Group immediately prior to such termination, or (B) whom Fortive determines was exclusively or primarily engaged in the Ralliant Business as of immediately prior to such termination; or

(b) any former employee, independent contractor or consultant of Fortive or any of its Subsidiaries or Affiliates who was exclusively or primarily engaged in a Ralliant Former Business (i) at the time either (A) such business was sold, conveyed, assigned, transferred, spun-off, split-off or otherwise disposed of or divested (in whole or in part) to a Person that is not a member of the Ralliant Group, or the Fortive Group, or (B) the operations, activities or production of which were discontinued, abandoned, completed or otherwise terminated (in whole or in part), or (ii) at any other time, but in

such case only to the extent relating to his or her service with such Ralliant Former Business.

“Fortive” shall have the meaning set forth in the Preamble.

“Fortive Benefit Arrangement” shall mean any Benefit Arrangement sponsored, maintained or contributed to by any member of the Fortive Group.

“Fortive EDIP” shall mean the Fortive Corporation & Subsidiaries Executive Deferred Incentive Program, as amended.

“Fortive Employee” shall mean (a) each individual employed by Fortive or a Member of the Fortive Group as of the Effective Time who is not a Delayed Transfer Ralliant Employee, and (b) each Delayed Transfer Fortive Employee, in each case regardless of whether any such employee is actively at work or is not actively at work as a result of disability or illness, an approved leave of absence (including military leave with reemployment rights under federal Law and leave under the Family and Medical Leave Act of 1993), vacation, personal day or similar short- or long-term absence.

“Fortive Option” shall mean an option to purchase shares of Fortive Common Stock granted pursuant to the Fortive Stock Plan.

“Fortive Performance Stock Unit” shall mean an award granted by Fortive pursuant to the Fortive Stock Plan, as amended and restated, that was denominated as a “Performance Stock Unit” under the terms of such plan and the related award agreement.

“Fortive Stock Plan” shall mean the Fortive Corporation 2016 Stock Incentive Plan, as Amended and Restated.

“Fortive Time-Based Restricted Stock Unit” shall mean an award granted by Fortive pursuant to the Fortive Stock Plan, as amended and restated, that was denominated as a “Restricted Stock Unit” under the terms of such plan and the related award agreement and as of the Distribution Date vests (a) solely based on the continued employment or service of the recipient, or (b) based on a combination of continued employment or service of the recipient and the achievement of applicable performance targets over a one-year performance period.

“Fortive U.S. Savings Plans” shall mean (a) the Fortive Retirement Savings Plan and (b) any other defined contribution retirement plan maintained by Fortive or any of its Affiliates (other than a member of the Ralliant Group) that is intended to be qualified under Section 401(a) of the Code.

“Fortive Welfare Plans” shall mean any Welfare Plan maintained by Fortive or any member of the Fortive Group.

“Group” means the Fortive Group or the Ralliant Group, as applicable.

“Individual Agreement” shall mean any Benefit Arrangement which is (a) an employment contract, (b) a retention, severance or change in control agreement, or (c) any other agreement containing restrictive covenants (including confidentiality, noncompetition and non-solicitation provisions) between a member of the Fortive Group and a Ralliant Employee or any Former Ralliant Service Provider, as in effect immediately prior to the Effective Time.

“Non-Assignable Individual Arrangements” shall have the meaning set forth in Section 2.9(a).

“Non-Automatic Transfer Employees” shall mean any Ralliant Employee who is not an Automatic Transfer Employee.

“Nonhire Restricted Employee” shall have the meaning set forth in Section 5.11(a).

“Nonhire Restricted Period” shall have the meaning set forth in Section 5.11(a).

“Nonsolicit Restricted Employee” shall have the meaning set forth in Section 5.11(b).

“Nonsolicit Restricted Period” shall have the meaning set forth in Section 5.11(b).

“Non-U.S. Plans” shall have the meaning set forth in Section 3.44.

“Open Incentive Obligations” shall have the meaning set forth in Section 5.1.

“Other Service Provider” shall mean each individual who (a) (i) is or was engaged as an independent contractor or consultant by Fortive or any of its Subsidiaries or Affiliates, or (ii) is a current or former employee of Fortive or any of its Subsidiaries or Affiliates, and (b) is not a Fortive Employee, a Ralliant Employee, a Ralliant Independent Contractor, or a Former Ralliant Service Provider.

“Party” and “Parties” shall have the meanings set forth in the Preamble.

“Ralliant” shall have the meaning set forth in the Preamble.

“Ralliant Benefit Arrangement” shall mean any Benefit Arrangement sponsored, maintained or contributed to exclusively by any member of the Ralliant Group.

“Ralliant EDIP” shall have the meaning set forth in Section 3.3(a).

“Ralliant Employee” shall mean (a) each individual employed by a member of the Ralliant Group as of the Effective Time and (b) each Delayed Transfer Ralliant Employee, in each case regardless of whether any such employee is actively at work or is not actively at work as a result of disability or illness, an approved leave of absence (including military leave with reemployment rights under federal Law and leave under the Family and Medical Leave Act of 1993), vacation, personal day or similar short- or long-term absence.

“Ralliant Flex Plan” shall have the meaning set forth in Section 3.1(c).

“Ralliant Independent Contractor” shall mean, as of immediately prior to the Effective Time, each individual who is engaged as an independent contractor or consultant by Ralliant or any member of the Ralliant Group.

“Ralliant Option” shall have the meaning set forth in Section 4.1.

“Ralliant Performance Stock Unit” shall have the meaning set forth in Section 4.3.

“Ralliant Time-Based Restricted Stock Unit” shall have the meaning set forth in Section 4.2.

“Ralliant U.S. Savings Plans” shall have the meaning set forth in Section 3.2(a).

“Ralliant Welfare Plans” shall mean any Welfare Plan maintained by Ralliant or any member of the Ralliant Group.

“Separation Agreement” shall have the meaning set forth in the Recitals.

“Transfer Regulations” shall mean (a) all Laws of any EU Member State implementing the EU Council Directive 2001/23/EC of 12 March 2001 on the approximation of the Laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses (the “Acquired Rights Directive”) and legislation and regulations of any EU Member State implementing such Acquired Rights Directive, and (b) any similar Laws in any jurisdiction providing for an automatic transfer, by operation of Law, of employment in the event of a transfer of business.

“Transferred Account Balances” shall have the meaning set forth in Section 3.1(c).

“Welfare Plan” shall mean, where applicable, a “welfare plan” (as defined in Section 3(1) of ERISA and in 29 C.F.R. §2510.3-1) whether or not subject to ERISA or a “cafeteria plan” under Section 125 of the Code, and any benefits offered thereunder, and any other plan offering health benefits (including medical, prescription drug, dental, vision and mental health and substance use disorder), disability benefits, or life, accidental death and disability, pre-Tax premium conversion benefits, dependent care assistance programs, employee assistance programs, contribution funding toward a health savings account, flexible spending accounts, tuition reimbursement or adoption assistance programs or cashable credits.

Section 1.2 References; Interpretation. References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words “include,” “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation.” Unless the context otherwise requires, references in this Agreement to “Articles,” “Sections,” “Annexes,” “Exhibits” and “Schedules” shall be deemed references to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Agreement. Unless the context otherwise requires, the words “hereof,” “hereby” and “herein” and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Article, Section or provision of this Agreement. The words “written request” when used in this Agreement shall include email. Reference in this Agreement to any “time” shall be to New York

City, New York time unless otherwise expressly provided herein. Unless the context requires otherwise, references in this Agreement to “Fortive” shall also be deemed to refer to the applicable member of the Fortive Group, references to “Ralliant” shall also be deemed to refer to the applicable member of the Ralliant 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 Fortive or Ralliant shall be deemed to require Fortive or Ralliant, as the case may be, to cause the applicable members of the Fortive Group or the Ralliant Group, respectively, to take, or refrain from taking, any such action. In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the definitions set forth in Section 1.1, for the purpose of determining what is and is not included in such definitions, any item explicitly included on a Schedule referred to in any such definition shall take priority over any provision of the text thereof.

ARTICLE II

GENERAL PRINCIPLES

Section 2.1 Nature of Liabilities. All Liabilities assumed or retained by a member of the Fortive Group under this Agreement shall be Fortive Retained Liabilities for purposes of the Separation Agreement. All Liabilities assumed or retained by a member of the Ralliant Group under this Agreement shall be Ralliant Liabilities for purposes of the Separation Agreement. Without prejudice or limitation to any of the indemnification or liability allocation provisions contained in this Agreement or the Separation Agreement, the Parties acknowledge and agree that, on the basis of all facts and circumstances as of the date hereof and through the Effective Time, Ralliant shall, and is expected to, satisfy any Liability or other obligation (or portion thereof) it assumes or retains pursuant to this Agreement, whether or not Fortive has been legally relieved of such Liability or other obligation.

Section 2.2 Transfers of Employees and Independent Contractors Generally.

(a) Subject to the requirements of applicable Law, through and until immediately before the Effective Time, Fortive shall use its reasonable best efforts to (i) cause the employment of any Ralliant Employee and the contract of services of any Ralliant Independent Contractor to be transferred to a member of the Ralliant Group no later than the Effective Time, and (ii) cause the employment of any Fortive Employee who is employed by a member of the Ralliant Group and the contract of services between any independent contractor or consultant that does not qualify as a Ralliant Independent Contractor and a member of the Ralliant Group to be transferred to a member of the Fortive Group no later than the Effective Time.

(b) Fortive shall use its reasonable best efforts to cause each Automatic Transfer Employee to be employed by a member of the Ralliant Group no later than the Effective Time in accordance with applicable Law, or as of the applicable Delayed Transfer Date, if applicable, and Ralliant agrees to take all actions reasonably necessary to cause the Ralliant Employees to be so employed. If an Automatic Transfer Employee objects to the transfer of employment to a member of the Ralliant Group as permitted under applicable law and consequently does not become an employee of the Ralliant Group and is terminated by Fortive as a result, then Ralliant shall reimburse Fortive in accordance with Section 2.3(c) for any severance or termination costs incurred by Fortive in connection with such termination of employment.

(c) Ralliant shall make a qualifying offer of employment to each Non-Automatic Transfer Employee who is not already employed by a member of the Ralliant Group prior to the Effective Time to become employed by a member of the Ralliant Group effective as

of no later than the Effective Time, or as of the applicable Delayed Transfer Date, if applicable; provided that (i) if Ralliant fails to make such a qualifying offer of employment to a Non-Automatic Transfer Employee or (ii) such Non-Automatic Transfer Employee does not accept such qualifying offer of employment, and in each case such Non-Automatic Transfer does not become employed by Ralliant and is terminated by Fortive as a result, then Ralliant shall reimburse Fortive in accordance with Section 2.3(c) for any severance or termination costs incurred by Fortive in connection with such termination of employment.

(d) The Fortive Group and Ralliant Group agree to execute, and to seek to have the applicable Ralliant Employees execute, such documentation, if any, as may be necessary to reflect the transfer of employment described in this Section 2.2.

Section 2.3 Assumption and Retention of Liabilities Generally.

(a) Except as otherwise set forth in this Agreement, in connection with the Internal Reorganization and the Contribution, or, if applicable, from and after the Effective Time, Fortive shall, or shall cause one or more members of the Fortive Group to, accept, assume (or, as applicable, retain) and perform, discharge, fulfill and satisfy (i) all Liabilities under all Fortive Benefit Arrangements, whenever incurred (except as provided in Section 2.3(b)); (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of all Fortive Employees, prospective employees of the Fortive Business and all Other Service Providers and their respective dependents and beneficiaries (and any alternate payees in respect thereof), whenever incurred; and (iii) all other Liabilities or obligations expressly assigned to or assumed by a member of the Fortive Group under this Agreement.

(b) Except as otherwise set forth in this Agreement, in connection with the Internal Reorganization and the Contribution, or, if applicable, from and after the Effective Time, Ralliant shall, or shall cause one or more members of the Ralliant Group to, accept, assume (or, as applicable, retain) and perform, discharge, fulfill and satisfy (i) all Liabilities under all Ralliant Benefit Arrangements, whenever incurred; (ii) all Liabilities with respect to the employment, service, termination of employment or termination of service of all Ralliant Employees, prospective employees of the Ralliant Business, Former Ralliant Service Providers and Ralliant Independent Contractors and their respective dependents and beneficiaries (and any alternate payees in respect thereof), whenever incurred; and (iii) all other Liabilities or obligations expressly assigned to or assumed by a member of the Ralliant Group under this Agreement.

(c) Subject to the following sentence, the Parties shall promptly reimburse one another, upon reasonable request of the Party requesting reimbursement and the presentation by such Party of such substantiating documentation as the other Party shall reasonably request, for the cost of any obligations or Liabilities satisfied or assumed by the Party requesting reimbursement or its Affiliates that are, or that have been made pursuant to this Agreement, the responsibility of the other Party or any of its Affiliates. Notwithstanding anything to the contrary herein, any amount to be paid by Ralliant in respect of a Ralliant Liability or other Liability or obligation of Fortive that is assumed by Ralliant, or otherwise treated as a Liability or obligation of Fortive that is assumed by Ralliant within the meaning of Section 357(d) of the Code, pursuant to this Agreement, in each case, as determined by Fortive in its sole discretion, shall be paid, at Fortive's option and in its sole discretion, in the manner set forth in Section 9.11(b) of the Separation Agreement.

(d) Notwithstanding that a Delayed Transfer Ralliant Employee or Delayed Transfer Fortive Employee shall not become employed by a member of the Ralliant Group or Fortive Group, respectively, until the Delayed Transfer Date applicable to such employee, (i) Ralliant or Fortive shall be responsible for, and shall timely reimburse (for the avoidance of

doubt, in accordance with Section 2.3(c)) the other for, all Liabilities incurred by Fortive (including, without limitation, delivery of shares of Fortive Common Stock upon the exercise of Fortive Options or settlement of Fortive Time-Based Restricted Stock Units, cash payments with respect to cancellation of Fortive equity awards, and employer payroll Taxes in respect of such awards or such cash payments, in each case, held by Global Mobility Employees) or Ralliant, respectively, with regard to each such Delayed Transfer Ralliant Employee or Delayed Transfer Fortive Employee from the Effective Time to the Delayed Transfer Date applicable to such employee, and (ii) the Parties shall use their reasonable efforts to effect the provisions of this Agreement with respect to the compensation and benefits of such Delayed Transfer Ralliant Employees and Delayed Transfer Fortive Employees following the Delayed Transfer Date applicable to such employee, it being understood that it may not be possible to replicate the effect of such provisions under such circumstances. As the context requires, with respect to Delayed Transfer Ralliant Employees and Delayed Transfer Fortive Employees, references throughout this Agreement to the “Effective Time” or the “Distribution Date” shall be deemed to refer to the applicable Delayed Transfer Date.

(e) Notwithstanding any provision of this Agreement or the Separation Agreement to the contrary, Ralliant shall, or shall cause one or more members of the Ralliant Group to, accept, assume (or, as applicable, retain) and perform, discharge, fulfill and satisfy all Liabilities that have been accepted, assumed or retained under this Agreement irrespective of whether accruals for such Liabilities have been transferred to Ralliant or a member of the Ralliant Group or included on a combined balance sheet of the Ralliant Business or whether any such accruals are sufficient to cover such Liabilities.

(f) Except to the extent otherwise required by applicable Tax Law (as determined by Fortive in its sole discretion), each of Fortive and Ralliant shall, and shall cause the members of its respective Group to, treat for all U.S. federal (and applicable state and local) income Tax purposes any Liabilities of Fortive that are accepted or assumed by Ralliant (whether such Liabilities are accepted or assumed by Ralliant directly or treated as accepted or assumed by Ralliant as a result of a transfer by Fortive to Ralliant of equity interests in an entity treated as a “disregarded entity” for U.S. federal income Tax purposes) pursuant to this Agreement in accordance with Section 5.4(a) of the Tax Matters Agreement. For purposes of this Section 2.3(f), all references to Fortive and Ralliant shall include a reference to any member of the Fortive Group and the Ralliant Group that is, for U.S. federal income tax purposes, disregarded as separate from Fortive and Ralliant, respectively.

Section 2.4 Participation in Fortive Benefit Arrangements. Except as provided in this Agreement or the Transition Services Agreement, effective no later than the Distribution Date, (a) Ralliant and each member of the Ralliant Group, to the extent applicable, shall cease to be a participating company in any Fortive Benefit Arrangement, and (b) each Ralliant Employee shall cease to participate in, be covered by, accrue benefits under, be eligible to contribute to or have any rights under any Fortive Benefit Arrangement (except to the extent of previously accrued obligations that remain a Liability of any member of the Fortive Group pursuant to this Agreement).

Section 2.5 Service Recognition.

(a) From and after the Effective Time, and in addition to any applicable obligations under the Transfer Regulations or other applicable Law, Ralliant shall, and shall cause each member of the Ralliant Group to, give each Ralliant Employee full credit for purposes of eligibility, vesting, and determination of level of benefits under any Ralliant Benefit Arrangement for such Ralliant Employee’s prior service with any member of the Fortive Group or Ralliant Group or any predecessor thereto, to the same extent such service was recognized by

the applicable Fortive Benefit Arrangement; provided that such service shall not be recognized to the extent that it would result in the duplication of benefits.

(b) Except to the extent prohibited by applicable Law, as soon as administratively practicable on or after the Distribution Date: (i) Ralliant shall waive or cause to be waived all limitations as to preexisting conditions or waiting periods with respect to participation and coverage requirements applicable to each Ralliant Employee under any Ralliant Welfare Plan in which Ralliant Employees participate (or are eligible to participate) to the same extent that such conditions and waiting periods were satisfied or waived under an analogous Fortive Welfare Plan, and (ii) Ralliant shall provide or cause each Ralliant Employee to be provided with credit for any co-payments, deductibles or other out-of-pocket amounts paid during the plan year in which the Ralliant Employees become eligible to participate in the Ralliant Welfare Plans in satisfying any applicable co-payments, deductibles or other out-of-pocket requirements under any such plans for such plan year.

Section 2.6 Collective Bargaining Agreements.

(a) Notwithstanding anything in this Agreement to the contrary, Fortive and Ralliant shall, to the extent required by applicable Law, take or cause to be taken all actions that are necessary (if any) for Ralliant or a member of the Ralliant Group to continue to maintain or to assume and honor any Collective Bargaining Agreements and any preexisting collective bargaining relationships (in each case including obligations that arise in respect of the period both before and after the date of employment by the Ralliant Group) in respect of any Ralliant Employees and any Employee Representatives.

(b) Effective no later than the Effective Time, Ralliant shall, or shall cause a member of the Ralliant Group to, continue to maintain or to assume and honor, to the extent required by applicable Law, all Collective Bargaining Agreements and preexisting collective bargaining relationships (in each case including obligations that arise in respect of the period both before and after the date of a Ralliant Employee's employment by the Ralliant Group) that are applicable to any Ralliant Employee.

(c) Nothing in this Agreement is intended to alter the provisions of any Collective Bargaining Agreement or modify in any way the obligations of the Fortive Group or the Ralliant Group to any Employee Representative or any other Person as described in such agreement.

Section 2.7 Information and Consultation. The Parties shall comply with all requirements and obligations to inform, consult or otherwise notify any Ralliant or Fortive Employees or Employee Representatives in relation to the transactions contemplated by this Agreement and the Separation Agreement, whether required pursuant to any Collective Bargaining Agreement, the Transfer Regulations or other applicable Law.

Section 2.8 WARN. Notwithstanding anything set forth in this Agreement to the contrary, none of the transactions contemplated by or undertaken by this Agreement is intended to and shall not constitute or give rise to an "employment loss" or employment separation within the meaning of the federal Worker Adjustment and Retraining Notification (WARN) Act, or any other federal, state, or local law or legal requirement addressing mass employment separations.

Section 2.9 Individual Agreements.

(a) *Assignment by Fortive.* Fortive hereby assigns, or causes an applicable member of the Fortive Group to assign, to Ralliant or an appropriate member of the Ralliant Group, all Individual Agreements, with such assignment effective no later than the Effective

Time; provided, however, that, to the extent that assignment of any such Individual Agreement is not permitted by the terms of such agreement or by applicable Law, effective as no later than the Effective Time, each member of the Ralliant Group shall be considered to be a successor to each member of the Fortive Group for purposes of, and a third-party beneficiary with respect to, such Individual Agreement (“Non-Assignable Individual Agreement”), such that each member of the Ralliant Group shall enjoy all the rights and benefits of the applicable member of the Fortive Group under such agreement (including rights and benefits as a third-party beneficiary); provided, further, that, in no event shall Fortive be permitted to enforce any restrictive covenants contained in any Individual Agreement against a Ralliant Employee, for action taken in such individual’s capacity as a Ralliant Employee.

(b) *Assumption by Ralliant.* Effective no later than the Effective Time, Ralliant hereby assumes and honors, or causes an appropriate member of the Ralliant Group to assume and honor, each Individual Agreement, including any rights, benefits, Liabilities and obligations thereunder of the applicable member of the Fortive Group. Ralliant shall reimburse Fortive in accordance with Section 2.3(c) for any costs and Liabilities borne by any member of the Fortive Group under any Non-Assignable Individual Agreement.

(c) *Further Actions.* Solely to the extent required in order cause the assignment and assumption of Individual Agreements as contemplated by this Section 2.9 to be effective, Fortive and Ralliant shall, or shall cause a member of the Fortive Group or the Ralliant Group, as applicable, to take all actions reasonably necessary to effectuate such assignment and assumption.

ARTICLE III

CERTAIN BENEFIT PLAN PROVISIONS

Section 3.1 Health and Welfare Benefit Plans.

(a) Except as expressly provided otherwise in this Agreement, (i) effective as of the Distribution Date, the participation of each Ralliant Employee who is a participant in a Fortive Welfare Plan shall automatically cease; and (ii) Ralliant shall or shall cause a member of the Ralliant Group (A) to have in effect, on the Distribution Date, Ralliant Welfare Plans providing health and welfare benefits for the benefit of each Ralliant Employee with terms that are substantially similar to those provided to the applicable Ralliant Employee immediately prior to the Distribution Date; and (B) effective on and after the Distribution Date, to assume and fully perform, pay, discharge and satisfy all Welfare Plan claims of Ralliant Employees and Former Ralliant Service Providers, including, but not limited to, any claims incurred under any Fortive Welfare Plan or prior to the Distribution Date that remain unpaid as of the Distribution Date, regardless of whether any such claim was presented for payment prior to, on, or after the Distribution Date.

(b) The applicable member of the Ralliant Group shall reimburse the applicable Fortive Welfare Plan (for the avoidance of doubt, in accordance with Section 2.3(c)) for any claims related to Ralliant Employees or Former Ralliant Service Providers paid by a Fortive Welfare Plan (whether on, prior to, or following the Distribution Date) and not charged back to the appropriate and applicable member of the Ralliant Group prior to the Distribution Date.

(c) Effective as of the Distribution Date, Ralliant shall, or shall cause the members of the Ralliant Group to, establish a cafeteria plan that shall provide health or dependent care flexible spending account benefits to Ralliant Employees on and after the Distribution Date (collectively, the “Ralliant Flex Plan”). The Parties shall use commercially

reasonable efforts to ensure that as of the Distribution Date, any health and dependent care flexible spending accounts of Ralliant Employees (whether positive or negative) (the “Transferred Account Balances”) under Fortive Welfare Plans are transferred as soon as practicable after the Distribution Date, from the Fortive Welfare Plans to the Ralliant Flex Plan. Such Ralliant Flex Plan shall assume responsibility as of the Distribution Date for all outstanding health or dependent care claims under the corresponding Fortive Welfare Plans of each Ralliant Employee as of the first day of the year in which the Distribution Date occurs and shall assume and agree to perform, discharge, fulfill and satisfy the obligations of the corresponding Fortive Welfare Plans from and after the Distribution Date. Subject to Section 2.3(c), as soon as practicable after the Distribution Date, and in any event within thirty (30) days after the amount of the Transferred Account Balances is determined or such later date as mutually agreed upon by the Parties, Fortive shall pay Ralliant the net aggregate amount of the Transferred Account Balances, if such amount is positive, and Ralliant shall pay Fortive the net aggregate amount of the Transferred Account Balances, if such amount is negative.

Section 3.2 U.S. Savings Plans.

(a) (i) Effective as of the Distribution Date, Fortive shall cause a member of the Ralliant Group to have in effect one or more defined contribution savings plans and related trusts that satisfy the requirements of Sections 401(a) and 401(k) of the Code in which each Ralliant Employee who participated in the Fortive Retirement Savings Plan immediately prior thereto shall be eligible to participate (the “Ralliant U.S. Savings Plan”), with terms that are substantially similar to those provided by the Fortive Retirement Savings Plan immediately prior to the Distribution Date (other than the ability to make additional investments in an investment fund invested primarily in Fortive Common Stock), (ii) the participation of each Ralliant Employee who is a participant in the Fortive Retirement Savings Plan shall automatically cease effective immediately prior to the Distribution Date, (iii) as soon as practicable after the Ralliant U.S. Savings Plans become effective, Fortive shall cause the accounts (including any outstanding participant loan balances) in the Fortive Retirement Savings Plan attributable to Ralliant Employees and all of the Assets in the Fortive Retirement Savings Plan related thereto to be transferred in cash, or in-kind (as determined by the Fortive Investment Committee) to the applicable Ralliant U.S. Savings Plan and subject to such transfer, the Ralliant U.S. Savings Plans shall assume and be solely responsible for and shall perform, discharge, fulfill and satisfy all Liabilities for or relating to Ralliant Employees under the Fortive Retirement Savings Plan and (iv) effective as of the Distribution Date, the Ralliant Group shall be responsible for all ongoing rights of or relating to Ralliant Employees for future participation in the Ralliant U.S. Savings Plans.

(b) The respective investment committees and other fiduciaries of the Ralliant U.S. Savings Plans and the Fortive U.S. Savings Plans shall determine (i) the period of time, if any, following the adoption of the Ralliant U.S. Savings Plans, during which Ralliant Employees and Fortive Employees may receive distributions in kind from, respectively, the Ralliant U.S. Savings Plans and the Fortive U.S. Savings Plans, if, and to the extent that, investments under such plans are comprised of Ralliant Common Stock or Fortive Common Stock, and (ii) the extent to which and when Fortive Common Stock (in the case of the Ralliant U.S. Savings Plans) and Ralliant Common Stock (in the case of the Fortive Retirement Savings Plan) shall cease to be investment alternatives of the respective plans.

(c) Other than with respect to Ralliant Employees as provided in Section 3.2(a), Fortive shall retain all accounts and all Assets and Liabilities relating to the Fortive Retirement Savings Plan, including in respect of each Former Ralliant Service Provider.

Section 3.3 Deferred Compensation Plans.

(a) (i) Effective as of the Distribution Date, Ralliant shall or shall cause a member of the Ralliant Group to have in effect a non-qualified deferred compensation plan for the benefit of each Ralliant Employee who is eligible to participate in the Fortive EDIP immediately prior to the Distribution Date (each, a “Ralliant EDIP”) with terms that are substantially similar to those provided to the applicable Ralliant Employee under the Fortive EDIP immediately prior to the date on which the Ralliant EDIP becomes effective, (ii) the participation of each Ralliant Employee who is a participant in the Fortive EDIP shall cease effective upon the date on which the Ralliant EDIP becomes effective and (iii) each such Ralliant Employee shall become a participant in the Ralliant EDIP and all contributions that otherwise would have been made to the Fortive EDIP on or after the Distribution Date shall instead be made to the Ralliant EDIP.

(b) Effective as of the Distribution Date, (i) the account balances of each Ralliant Employee under the Fortive EDIP shall be transferred to the Ralliant EDIP and Ralliant shall or shall cause a member of the Ralliant Group to assume and fully perform, pay, discharge, and satisfy all obligations of the Fortive EDIP relating to such account balances, (ii) any such account balances that are payable in shares of Fortive Common Stock shall be payable in shares of Ralliant Common Stock in accordance with the terms applicable to such account balances, (iii) any such account balances that were credited with earnings based on a rate of return relating to notional shares of Fortive Common Stock shall instead be credited with earnings based on a rate of return relating to notional shares of Ralliant Common Stock and (iv) notional shares of Fortive Common Stock in a deferred share account shall be adjusted in the same manner as set forth in Section 4.2 as if such notional shares of Fortive Common Stock were Fortive Time-Based Restricted Stock Units.

(c) Fortive shall retain (i) all Assets relating to the Fortive EDIP in respect of Fortive Employees, Ralliant Employees, Former Ralliant Service Providers and Other Service Providers (including any Assets relating to corporate owned life insurance policies), and (ii) all Liabilities in respect of each Fortive Employee, Former Ralliant Service Provider and Other Service Provider in respect of the Fortive EDIP.

Section 3.4 Non-U.S. Plans. Notwithstanding any provision of this Agreement to the contrary other than as set forth in this Section 3.5 the treatment of each Fortive Benefit Arrangement and Ralliant Benefit Arrangement that is maintained primarily in respect of individuals who are located outside of the United States (together, the “Non-U.S. Plans”) shall be subject to the terms and conditions set forth in the applicable Conveyancing and Assumption Instrument; provided that, if the treatment of any such Non-U.S. Plan is not specifically covered by such Conveyancing and Assumption Instrument, then unless otherwise agreed upon by the Parties, (a) Ralliant shall assume and fully perform, pay, discharge, and satisfy all obligations of the Non-U.S. Plans relating to Ralliant Employees, Ralliant Independent Contractors and Former Ralliant Service Providers, whenever incurred, (b) Fortive shall assume and fully perform, pay, discharge, and satisfy all obligations of the Non-U.S. Plans relating to Fortive Employees and Other Service Providers, whenever incurred, and (c) the Parties shall agree on the extent to which any Assets held in respect of such Non-U.S. Plans shall be transferred to Ralliant.

Section 3.5 Chargeback of Certain Costs. Nothing contained in this Agreement shall limit Fortive’s ability to charge back any Liabilities that it incurs in respect of any Fortive Benefit Arrangement to any of its operating companies in the ordinary course of business consistent with its past practices.

ARTICLE IV

EQUITY INCENTIVE AWARDS

Section 4.1 Treatment of Fortive Stock Options. Each Fortive Option that is outstanding immediately prior to the Effective Time and that is held by a Ralliant Employee (other than a Global Mobility Employee), whether vested or unvested, shall automatically be assumed by Ralliant at the Effective Time (each, a “Ralliant Option”) and shall continue to have, and be subject to, the same terms and conditions (including the term, exercisability and vesting schedule) as were applicable to the corresponding Fortive Option immediately prior to the Effective Time, except that each Ralliant Option shall (a) relate to a number of shares of Ralliant Common Stock (with each discrete grant rounded down to the nearest whole share) equal to the product of (x) the number of shares of Fortive Common Stock issuable upon the exercise of the corresponding Fortive Option immediately prior to the Effective Time and (y) the Equity Award Adjustment Ratio and (b) have a per-share exercise price (rounded up to the nearest whole cent, subject to Section 4.6(a)) equal to the quotient determined by dividing (x) the per share exercise price of the corresponding Fortive Option by (y) the Equity Award Adjustment Ratio.

Section 4.2 Treatment of Fortive Time-Based Restricted Stock Units. Each Fortive Restricted Stock Unit that is outstanding immediately prior to the Effective Time and that is held by a Ralliant Employee (other than a Global Mobility Employee), whether vested or unvested, shall automatically be assumed by Ralliant at the Effective Time (each, a “Ralliant Time-Based Restricted Stock Unit”) and shall continue to have, and be subject to, the same terms and conditions (including vesting schedule) as were applicable to the corresponding Fortive Time-Based Restricted Stock Unit immediately prior to the Effective Time, except that each grant of Ralliant Time-Based Restricted Stock Units shall (a) relate to that number of shares of Ralliant Common Stock (with each discrete grant rounded up to the nearest whole share, subject to Section 4.6(a)) equal to the product of (x) the number of shares of Fortive Common Stock that were issuable upon the vesting of such Fortive Time-Based Restricted Stock Units immediately prior to the Effective Time and (y) the Equity Award Adjustment Ratio and (b) be subject to vesting solely based upon the satisfaction of any applicable continued employment requirements that apply to the corresponding Fortive Time-Based Restricted Stock Units immediately prior to the Effective Time; provided that Ralliant Time-Based Restricted Stock Units relating to assumed Fortive Restricted Stock Units that were subject to a performance-based vesting condition shall continue to be subject to such performance-based vesting condition (as may be adjusted by Ralliant in its sole discretion).

Section 4.3 Treatment of Fortive Performance Stock Units. Each Fortive Performance Stock Unit that is outstanding immediately prior to the Effective Time and that is held by a Ralliant Employee (other than a Global Mobility Employee) whether vested or unvested, shall automatically be assumed by Ralliant at the Effective Time (each, a “Ralliant Performance Stock Unit”) and shall continue to have, and be subject to, the same terms and conditions (including vesting schedule) as were applicable to the corresponding Fortive Performance Stock Unit immediately prior to the Effective Time, except that each grant of Ralliant Performance Stock Units shall relate to that number of shares of Ralliant Common Stock (with each discrete grant rounded up to the nearest whole share, subject to Section 4.5(a)) equal to the product of (x) the number of shares of Fortive Common Stock that were issuable upon the vesting of such Fortive Performance Stock Units immediately prior to the Effective Time and (y) the Equity Award Adjustment Ratio; provided that the applicable performance-based vesting conditions shall be treated as determined by the Compensation Committee of the Board prior to the Effective Time.

Section 4.4 Ralliant Stock Plan. Effective as of the Effective Time, Ralliant shall have adopted the Ralliant Corporation Stock Incentive Plan, which shall permit the grant and issuance

of equity incentive awards denominated in Ralliant Common Stock as described in this Article IV.

Section 4.5 Global Mobility Employees. Each Fortive Option and Fortive Time-Based Restricted Stock Unit (in each case, whether or not vested) held by any Delayed Transfer Ralliant Employee whose transfer is delayed as a result of global mobility needs as described in clause (b)(ii) of the definition of Delayed Transfer Ralliant Employee or any Delayed Transfer Ralliant Employee located in Belgium (each, a “Global Mobility Employee”) shall be treated as set forth in an Individual Agreement entered into with such Global Mobility Employee prior to the Effective Time or, if no such Individual Agreement is entered into, shall be treated as if such Global Mobility Employee were a Fortive Employee (provided that Section 2.3(d) shall still apply with respect to such award).

Section 4.6 General Terms.

(a) All of the adjustments described in this Article IV shall be effected in accordance with Sections 424 and 409A of the Code, in each case to the extent applicable. Each equity incentive award held by a Ralliant Employee (other than a Global Mobility Employee) that is outstanding as of immediately prior to the Effective Time and granted pursuant to the Fortive Stock Plan shall be treated as described in this Article IV; provided, however, that, prior to the Effective Time, the Compensation Committee of the Board may provide (i) for different treatment with respect to some or all of the awards held by Ralliant Employees located outside of the United States to the extent that the Compensation Committee of the Board deems such treatment necessary or appropriate, including to avoid adverse Tax consequences to such Ralliant Employees, (ii) for different treatment with respect to any Global Mobility Employee to the extent that the Compensation Committee of the Board deems such treatment to be necessary or appropriate in light of the fact that the Global Mobility Employee is not expected to become employed by a member of the Ralliant Group until the Delayed Transfer Date, and (iii) for the adjustment of any performance conditions. Any such adjustments made by the Compensation Committee of the Board pursuant to the foregoing sentence shall be deemed incorporated by reference herein as if fully set forth below and shall be binding on the Parties and their respective Affiliates. In furtherance of the foregoing, to address the potential adverse Tax consequences to any Ralliant Employee located outside of the United States each discrete grant of Ralliant Time-Based Restricted Stock Units held by a Ralliant Employee located in Canada or France and in any other jurisdiction as determined by the Compensation Committee of the Board (or its delegate) shall in all events be rounded down to the nearest whole share.

(b) The Parties shall use their reasonable best efforts to maintain effective registration statements with the Securities Exchange Commission with respect to the awards described in this Article IV, to the extent that any such registration statement is required by applicable Law.

(c) The Parties hereby acknowledge that the provisions of this Article IV are intended to achieve certain Tax, legal and accounting objectives and, in the event that such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

ARTICLE V

ADDITIONAL MATTERS

Section 5.1 Cash Incentive Programs. For any Fortive cash incentive or sales commission performance period that has not concluded as of the date on which the employment of the applicable Ralliant Employees is transferred to Ralliant (the “Open Incentive”

Obligations”), Ralliant shall provide that each applicable Ralliant Employee shall continue to be eligible to receive a cash incentive bonus or sales commission payment in accordance with the same terms and conditions as applied to such Ralliant Employee under the corresponding Fortive incentive or sales commission program as in effect immediately prior to the date of such transfer, as equitably adjusted (if applicable) by the Compensation Committee of the Board to the extent necessary to reflect the transactions contemplated by the Separation Agreement; provided that, in no event shall the aggregate incentive amounts paid to the applicable Ralliant Employees in respect of such applicable period, be less than the Accrued Incentive Amount. Notwithstanding any provision of this Agreement or the Separation Agreement to the contrary, (a) Fortive shall not transfer assets in respect of the Accrued Incentive Amount or the Open Incentive Obligations, and (b) effective as of the date on which the employment of the applicable Ralliant Employees is transferred to Ralliant, Ralliant shall assume and perform, discharge, fulfill and satisfy all Liabilities and obligations in respect of the Accrued Incentive Amount and the Open Incentive Obligations.

Section 5.2 Time-Off Benefits. Unless otherwise required in a Collective Bargaining Agreement, the Transfer Regulations or applicable Law, Ralliant shall (a) credit each Ralliant Employee with the amount of accrued but unused vacation time, paid time-off and other time-off benefits as such Ralliant Employee had with the Fortive Group as of immediately before the date on which the employment of the Ralliant Employee transfers to Ralliant, and (b) permit each such Ralliant Employee to use such accrued but unused vacation time, paid time off and other time-off benefits in the same manner and upon the same terms and conditions as the Ralliant Employee would have been so permitted under the terms and conditions of the applicable Fortive policies in effect for the year in which such transfer of employment occurs, up to and including full exhaustion of such transferred unused vacation time, paid-time off and other time-off benefits (if such full exhaustion would be permitted under the applicable Fortive policies in effect for that year in which the transfer of employment occurs).

Section 5.3 Workers’ Compensation Liabilities. Effective no later than the Effective Time, Ralliant shall assume all Liabilities for Ralliant Employees, Ralliant Independent Contractors and Former Ralliant Service Providers related to any and all workers’ compensation injuries, incidents, conditions, claims or coverage, whenever incurred (including claims incurred prior to the Effective Time, but not reported until after the Effective Time), and Ralliant shall be fully responsible for the administration, management and payment of all such claims and the performance, discharge, fulfillment and satisfaction of all such Liabilities taking into account section 8.1 of the Separation Agreement regarding insurance matters. Notwithstanding the foregoing, if Ralliant is unable to assume any such Liability or the administration, management or payment of any such claim solely because of the operation of applicable Law, Fortive shall retain such Liabilities and Ralliant shall reimburse and otherwise fully indemnify Fortive (for the avoidance of doubt, in accordance with Section 2.3(c)) for all such Liabilities, including the costs of administering the plans, programs or arrangements under which any such Liabilities have accrued or otherwise arisen (such that the Parties are in the same net economic position as they would have been in had such Liabilities been assumed by the applicable member of the applicable Group pursuant to this Agreement).

Section 5.4 COBRA Compliance in the United States. Effective as of the Distribution Date, Ralliant shall assume and be responsible for administering compliance with the health care continuation requirements of COBRA, in accordance with the provisions of the Ralliant Welfare Plans, with respect to Ralliant Employees or Ralliant Former Service Providers who incurred a COBRA qualifying event under a Ralliant Welfare Plan at any time on or after the Distribution Date and/or any COBRA qualifying event in connection with the transactions described in the Separation Agreement. Ralliant shall also be responsible for administering compliance with the health care continuation requirements of COBRA, and the corresponding provisions of the Ralliant Welfare Plans with respect to Ralliant Employees and their covered dependents who

incur a COBRA qualifying event or loss of coverage under the Ralliant Welfare Plans at any time on or after the Distribution Date.

Section 5.5 Retention Bonuses. If requested in writing by Fortive, Ralliant shall take all necessary actions (including withholding, paying and remitting Taxes, including payroll Taxes) to facilitate the payment of any retention bonuses on behalf of a member of the Fortive Group to any Ralliant Employees that relate to the transactions contemplated by the Separation Agreement that become payable after the Distribution Date.

Section 5.6 Code Section 409A. Notwithstanding anything in this Agreement to the contrary, the Parties shall negotiate in good faith regarding the need for any treatment different from that otherwise provided herein with respect to the payment of compensation to ensure that the treatment of such compensation does not cause the imposition of a Tax under Section 409A of the Code. In no event, however, shall any Party be liable to another in respect of any Taxes imposed under, or any other costs or Liabilities relating to, Section 409A of the Code.

Section 5.7 Payroll Taxes and Reporting; CARES Act and ARP Act.

(a) The Parties shall, to the extent practicable, (i) treat Ralliant or a member of the Ralliant Group as a “successor employer” and Fortive (or the appropriate member of the Fortive Group) as a “predecessor,” within the meaning of Sections 3121(a)(1) and 3306(b)(1) of the Code, with respect to Ralliant Employees for purposes of Taxes imposed under the United States Federal Unemployment Tax Act or the United States Federal Insurance Contributions Act, and (ii) cooperate with each other to avoid, to the extent possible, the filing of more than one IRS Form W-2 with respect to each Ralliant Employee for the calendar year in which the Effective Time occurs.

(b) Effective as of the Effective Time (or, if later, the applicable Delayed Transfer Date), Ralliant shall, or shall cause one or more members of the Ralliant Group to, assume and perform, discharge, fulfill and satisfy all Liabilities in respect of the Payment of any employment taxes that have been delayed pursuant to Section 2302 of the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) and Section 9651 of the American Rescue Plan Act of 2021 (“ARP Act”) with respect to any Ralliant Employee or Former Ralliant Service Provider, and, if applicable, shall timely reimburse Fortive in accordance with Section 2.3(c) for any such amounts that are required to be paid by Fortive in accordance with applicable Law. Fortive shall retain the benefit of any Tax credit allowed pursuant to Section 2301 of the CARES Act and Section 9651 of the ARP Act with respect to any “qualified wages” (as defined in the CARES Act and the ARP Act, respectively) paid to any Ralliant Employee or Ralliant Employee Service Provider after March 12, 2020 and prior to the Effective Time (or, if later, the applicable Delayed Transfer Date).

Section 5.8 Regulatory Filings. Subject to applicable Law and the Tax Matters Agreement, Fortive shall retain responsibility for all employee-related regulatory filings for reporting periods ending at or prior to the Effective Time, except for Equal Employment Opportunity Commission EEO-1 reports and affirmative action program (AAP) reports and responses to Office of Federal Contract Compliance Programs (OFCCP) submissions, for which Fortive shall provide data and information (to the extent permitted by applicable Laws) to Ralliant, which shall be responsible for making such filings in respect of Ralliant Employees.

Section 5.9 Disability.

(a) To the extent that any Ralliant Employee is, as of the Distribution Date, receiving payments as part of any short-term disability program that is part of a Fortive Welfare Plan, such Ralliant Employee’s rights to continued short-term disability benefits (i) will end

under any Fortive Welfare Plan as of the Distribution Date; and (ii) all remaining rights will be recognized under a Ralliant Welfare Plan as of the Distribution Date, and the remainder (if any) of such Ralliant Employee's short-term disability benefits will be paid by a Ralliant Welfare Plan. In the event that any Ralliant Employee described above shall have any dispute with the short-term disability benefits they are receiving under a Ralliant Welfare Plan, any and all appeal rights of such employees shall be realized through the Ralliant Welfare Plan (and any appeal rights such Ralliant Employee may have under any Fortive Welfare Plan will be limited to benefits received and time periods occurring prior to the Distribution Date).

(b) The Fortive Group shall retain all Liabilities for providing long-term disability benefits under a Fortive Welfare Plan with respect to any Ralliant Employee and any Former Ralliant Service Provider who is on long-term disability on the Distribution Date or becomes eligible to receive long-term disability benefits under a Fortive Welfare Plan that provides long-term disability benefits, but only with respect to benefits arising from long-term disability claims incurred by any Ralliant Employee or Former Ralliant Service Provider prior to the Distribution Date and only to the extent that such individual is entitled to such benefit. For this purpose, a disability claim shall be considered incurred on the date of the occurrence of the event or condition giving rise to disability. For the avoidance of doubt, if, at the Distribution Date, a Ralliant Employee is receiving short-term disability benefits due to an event or condition that occurred prior to the Distribution Date, such Ralliant Employee shall remain a Ralliant Employee and to the extent that such Ralliant Employee subsequently becomes entitled to long-term disability benefits under a Fortive Welfare Plan, such Ralliant Employee's rights to long-term disability benefits will be recognized under a Fortive Welfare Plan, and such Ralliant Employee's long-term disability benefits will be paid by a Fortive Welfare Plan, but only to the extent that such individual is entitled to such benefit.

(c) For any Former Ralliant Service Provider who is, as of the Effective Time, receiving payments as part of any long-term disability program that is part of a Fortive Welfare Plan, and has been receiving payments from such plan for twelve (12) months or fewer before the Effective Time, to the extent that such Former Ralliant Service Provider may have any "return to work" rights under the terms of such Fortive Welfare Plan, such Former Ralliant Service Provider's eligibility for reemployment shall be with Ralliant or a member of the Ralliant Group, subject to availability of a suitable position (with such availability to be determined in the sole discretion by Ralliant or the applicable member of the Ralliant Group), provided, however, that, notwithstanding the foregoing, no Former Ralliant Service Provider described in this subsection will be eligible for reemployment as described in this subsection after the first anniversary of the Effective Time.

Section 5.10 Certain Requirements. Notwithstanding anything in this Agreement to the contrary, if the Transfer Regulations, the terms of a Collective Bargaining Agreement or applicable Law require that any assets or Liabilities be retained by the Fortive Group or transferred to or assumed by the Ralliant Group in a manner that is different from that set forth in this Agreement, such retention, transfer or assumption shall be made in accordance with the terms of such Collective Bargaining Agreement or applicable Law and shall not be made as otherwise set forth in this Agreement.

Section 5.11 No Hire and No Solicitation of Employees.

(a) From and after the Distribution Date until the date that is six (6) months from Distribution Date (the "Nonhire Restricted Period"), none of Fortive, Ralliant or any member of their respective Groups will, without the prior written consent of a duly authorized officer of the other applicable Party, either directly or indirectly, on their own behalf or in the service or on behalf of others, agree to an employment, contractual or other relationship or otherwise hire, retain or employ any Nonhire Restricted Employee. For purposes of this Section

5.11(a), “Nonhire Restricted Employee” means each individual who, during the Nonhire Restricted Period, is an employee at the level of M20 or above of the other Party’s Group. Notwithstanding the foregoing, nothing in this Section 5.11(a) shall restrict or preclude Fortive, Ralliant or any member of their respective Groups from hiring any Nonhire Restricted Employee (i) whose employment has been involuntarily terminated by the other Party’s Group; or (ii) who has been identified as a Delayed Transfer Fortive Employee or a Delayed Transfer Ralliant Employee.

(b) From and after the Distribution Date until the date that is eighteen (18) months from the Distribution Date (the “Nonsolicit Restricted Period”), none of Fortive, Ralliant or any member of their respective Groups will, without the prior written consent of the other applicable Party, either directly or indirectly, on their own behalf or in the service or on behalf of others, including in-house or external recruiters, solicit, aid, induce or encourage any Nonsolicit Restricted Employee to leave his or her employment with Fortive, Ralliant, or a member of their respective Groups. For purposes of this Section 5.11(b), “Nonsolicit Restricted Employee” means each individual who, during the Nonhire Restricted Period, is an employee of the other Party’s Group. Notwithstanding the foregoing, nothing in this Section 5.11(b) shall restrict or preclude Fortive, Ralliant or any member of their respective Groups from soliciting a Nonsolicit Restricted Employee: (i) after the employee has made an initial inquiry or submitted an application to a job posting, provided that the applicable Party did not encourage or advise the employee to make the initial inquiry or application; (ii) whose employment has been involuntarily terminated by the other Party’s Group; or (iii) sixty (60) days or more following the Nonsolicit Restricted Employee’s resignation from the other Party’s Group.

ARTICLE VI

GENERAL AND ADMINISTRATIVE

Section 6.1 Employer Rights. Nothing in this Agreement shall be deemed to be an amendment to any Fortive Benefit Arrangement or Ralliant Benefit Arrangement or to prohibit any member of the Fortive Group or Ralliant Group, as the case may be, from amending, modifying or terminating any Fortive Benefit Arrangement or Ralliant Benefit Arrangement at any time within its sole discretion.

Section 6.2 Effect on Employment. Nothing in this Agreement is intended to or shall confer upon any employee or former employee of Fortive, Ralliant or any of their respective Affiliates any right to continued employment, or any recall or similar rights to any such individual on layoff or any type of approved leave.

Section 6.3 Consent of Third Parties. If any provision of this Agreement is dependent on the Consent of any third party and such Consent is withheld, the Parties shall use their reasonable best efforts to implement the applicable provisions of this Agreement to the fullest extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, the Parties hereto shall negotiate in good faith to implement the provision (as applicable) in a mutually satisfactory manner.

Section 6.4 Access to Employees. On and after the Effective Time, Fortive and Ralliant shall, or shall cause each of their respective Affiliates to, make available to each other those of their employees who may reasonably be needed in order to defend or prosecute any legal or administrative action (other than a legal action between Fortive and Ralliant) to which any employee or director of the Fortive Group or the Ralliant Group or any Fortive Benefit Arrangement or Ralliant Benefit Arrangement is a party and which relates to a Fortive Benefit Arrangement or Ralliant Benefit Arrangement. The Party to whom an employee is made available in accordance with this Section 6.4 shall pay or reimburse the other Party for all

reasonable expenses which may be incurred by such employee in connection therewith, including all reasonable travel, lodging, and meal expenses, but excluding any amount for such employee's time spent in connection herewith.

Section 6.5 Beneficiary Designation/Release of Information/Right to Reimbursement. To the extent permitted by applicable Law and except as otherwise provided for in this Agreement, all beneficiary designations, authorizations for the release of Information and rights to reimbursement made by or relating to Ralliant Employees under Fortive Benefit Arrangements shall be transferred to and be in full force and effect under the corresponding Ralliant Benefit Arrangements until such beneficiary designations, authorizations or rights are replaced or revoked by, or no longer apply, to the relevant Ralliant Employee.

Section 6.6 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and, except to the extent otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer any rights, benefits, remedies, obligations or Liabilities under this Agreement upon any Person, including any Ralliant Employee or other current or former employee, officer, director or contractor of the Fortive Group or Ralliant Group, other than the Parties and their respective successors and assigns. Nothing in this Agreement is intended to amend any employee benefit plan or affect the applicable plan sponsor's right to amend or terminate any employee benefit plan pursuant to the terms of such plan.

Section 6.7 No Acceleration of Benefits. Except as otherwise provided in this Agreement, no provision of this Agreement shall be construed to create any right, or accelerate vesting or entitlement, to any compensation or benefit whatsoever on the part of any Ralliant Employee or other former, current or future employee of the Fortive Group or Ralliant Group under any Benefit Arrangement of the Fortive Group or Ralliant Group.

Section 6.8 Employee Benefits Administration. At all times following the date hereof, the Parties will cooperate in good faith as necessary to facilitate the administration of employee benefits and the resolution of related employee benefit claims with respect to Ralliant Employees, Former Ralliant Service Providers and employees and other service providers of Fortive, as applicable, including with respect to the provision of employee level information necessary for the other Party to manage, administer, finance and file required reports with respect to such administration.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Entire Agreement. Subject to Section 9.1 of the Separation Agreement, this Agreement and the Separation Agreement, including the Exhibits and Schedules thereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter.

Section 7.2 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, 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 7.3 Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall

survive the Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 7.4 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email or by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 7.4):

To Fortive:

Fortive Corporation
6920 Seaway Blvd.
Everett, WA 98203
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

To Ralliant:

Ralliant Corporation
4000 Center at North Hills Street
Suite 430
Raleigh, NC 27609
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

Section 7.5 Amendment. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representatives of the Parties against whom it is sought to enforce such waiver, amendment, supplement or modification.

Section 7.6 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (a) with respect to Fortive, an Affiliate of Fortive, or (b) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of Law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party to this Agreement; provided, however, that, in the case of each of the preceding clauses (a) and (b), no assignment permitted by this Section 7.6 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

Section 7.7 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 assigns.

Section 7.8 Termination. This Agreement may be terminated at any time prior to the Effective Time by and in the sole discretion of Fortive without the approval of Ralliant or the stockholders of Fortive. In the event of such termination prior to the Effective Time, no Party (nor any of its directors, officers or employees) shall have any liability of any kind to the other Party or any other Person by reason of this Agreement. After the Effective Time, this Agreement may not be terminated except by an agreement in writing signed by Fortive and Ralliant.

Section 7.9 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, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 7.10 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement.

Section 7.11 Governing Law. This Agreement and any dispute arising 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 7.12 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 7.13 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 7.14 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 7.15 No Waiver. 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.

Section 7.16 No Admission of Liability. The allocation of Assets and Liabilities herein is solely for the purpose of allocating such Assets and Liabilities between Fortive and Ralliant and is not intended as an admission of liability or responsibility for any alleged Liabilities vis-à-vis any third party, including with respect to the Liabilities of any non-wholly owned subsidiary of Fortive or Ralliant.

Section 7.17 Tax Treatment of Payments. Unless otherwise required by a Final Determination, for U.S. federal income Tax purposes and all other applicable Tax purposes, any payment made pursuant to this Agreement shall be treated in accordance with Section 5.4 of the Tax Matters Agreement.

[Signature Page Follows]

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

FORTIVE CORPORATION

By: /s/ Olumide Soroye

Name: Olumide Soroye

Title: President and Chief Executive Officer of Intelligent Operating Solutions and
Advanced Healthcare Solutions Segment

RALLIANT CORPORATION

By: /s/ Tamara S. Newcombe

Name: Tamara S. Newcombe

Title: President and Chief Executive Officer

[Employee Matters Agreement Signature Page]

TAX MATTERS AGREEMENT

by and between

FORTIVE CORPORATION

and

RALLIANT CORPORATION

Dated as of June 27, 2025

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this “Agreement”), is entered into as of June 27, 2025 between Fortive Corporation, a Delaware corporation (“Fortive”), and Ralliant Corporation, a Delaware corporation (“Ralliant” and, together with Fortive, the “Parties,” and each, a “Party”). Capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to such terms in the Separation and Distribution Agreement, dated as of the date hereof, between the Parties (the “Separation Agreement”).

R E C I T A L S

WHEREAS, the board of directors of Fortive has determined that it is appropriate, desirable and in the best interests of Fortive and its stockholders to separate the Ralliant Business from Fortive’s other businesses, creating Ralliant as a new subsidiary company to which Fortive will transfer, directly or indirectly, the assets and liabilities of the Ralliant Business (the “Separation”) and, following the Separation, to undertake the Distribution;

WHEREAS, Ralliant has been incorporated for these purposes and has not engaged in activities except those incidental to its formation and in preparation for the Distribution;

WHEREAS, Fortive will effect certain restructuring transactions described in the Separation Plan for the purpose of aggregating the Ralliant Business, the Ralliant Assets and the Ralliant Liabilities in the Ralliant Group prior to the Distribution (collectively, the “Reorganization”);

WHEREAS, in connection with the Reorganization and pursuant to the Plan of Reorganization, Fortive will contribute the assets of, and entities conducting, the Ralliant Business, including any Cash Adjustment or Restricted Jurisdiction Cash Adjustment amount payable by Fortive to Ralliant, to Ralliant in exchange for (i) the issuance of shares of Ralliant Common Stock (actual or constructive), (ii) the assumption of liabilities associated with the Ralliant Business, (iii) the payment of the Ralliant Cash Payment and (iv) the payment of any Cash Adjustment amount payable by Ralliant to Fortive (collectively, the “Contribution”);

WHEREAS, Fortive will distribute all of the outstanding Ralliant stock to its shareholders as a *pro rata* dividend (the “Distribution”);

WHEREAS, Fortive intends to effect the Distribution in a transaction, that, taken together with the Contribution, is intended to qualify as tax-free for U.S. federal income Tax purposes under Sections 368(a)(1)(D), 355 and 361(c) of the Code;

WHEREAS, certain members of the Fortive Group, on the one hand, and certain members of the Ralliant Group, on the other hand, file certain Tax Returns on a consolidated, combined, unitary or similar basis for certain federal, state, local and foreign Tax purposes; and

WHEREAS, the Parties desire to (a) provide for the payment 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 tax-free status of the relevant Transactions.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, 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 I

DEFINITIONS

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

“Accounting Firm” shall have the meaning set forth in Section 9.1.

“Action” shall have the meaning set forth in the Separation Agreement.

“Adjustment” shall mean an adjustment of any item of income, gain, loss, deduction, credit or any other item affecting Taxes of a taxpayer pursuant to a Final Determination.

“Affiliate” shall mean, with respect to a Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person. For this purpose, “control” of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise. The term “Affiliate” shall refer to Affiliates of a Person as determined immediately after the Distribution and thereafter.

“Agreement” shall have the meaning set forth in the preamble hereto.

“Ancillary Agreement” shall have the meaning set forth in the Separation Agreement.

“Business Day” shall have the meaning set forth in the Separation Agreement.

“Capital Stock” shall mean all classes or series of capital stock, including (i) common stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock for U.S. federal income Tax purposes.

“Cash Adjustment” shall have the meaning set forth in the Separation Agreement.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Contribution” shall have the meaning set forth in the recitals hereto.

“Controlling Party” shall mean, with respect to a Tax Contest, the Party entitled to control such Tax Contest pursuant to Sections 6.2, 6.3, 6.4 and 6.5 of this Agreement.

“Distribution” shall have the meaning set forth in the recitals hereto.

“Distribution Date” shall have the meaning set forth in the Separation Agreement.

“Distribution Taxes” shall mean any Taxes incurred as a result of the failure of any of the Transactions to qualify for the Tax-Free Status of the Transactions or the Tax Treatment of the Transactions.

“Distribution-Related Tax Contest” shall mean any Tax Contest in which the IRS, another Taxing Authority, or any other Person asserts a position that could reasonably be expected to (i) adversely affect, jeopardize or prevent (x) the Tax-Free Status of the Transactions or (y) the Tax Treatment of the Transactions or (ii) otherwise affect the amount of Taxes imposed with respect to any of the Transactions.

“Effective Time” shall have the meaning set forth in the Separation Agreement.

“Employee Matters Agreement” shall have the meaning set forth in the Separation Agreement.

“Employment Tax” shall mean those Liabilities (as defined in the Separation Agreement) for Taxes which are allocable pursuant to the provisions of the Employee Matters Agreement.

“Employment Tax Credit” shall mean any Tax credit allocated to Fortive or a member of the Fortive Group pursuant to the provisions of the Employee Matters Agreement.

“Federal Income Tax” shall mean any Tax imposed by Subtitle A of the Code (other than an Employment Tax) and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“Federal Other Tax” shall mean any Tax imposed by the federal government of the United States other than any Federal Income Taxes, and any interest, penalties, additions to tax or additional amounts in respect of the foregoing.

“Federal Tax” shall mean any Federal Income Tax or Federal Other Tax.

“Final Determination” shall mean the final resolution of liability for any Tax for any taxable period, by or as a result of (i) IRS Form 870 or 870-AD (or any successor forms thereto), on the date of acceptance by or on behalf of the taxpayer, or by a comparable form under the Laws of a state, local, or foreign taxing jurisdiction, except that a Form 870 or 870-AD or comparable form shall not constitute a Final Determination to the extent that it reserves (whether by its terms or by operation of Law) the right of the taxpayer to file a claim for a Tax Benefit or the right of the Taxing Authority to assert a further deficiency in respect of the relevant issue or adjustment or for such taxable period (as the case may be), (ii) a final decision, judgment, decree or other order by any court of competent jurisdiction that can no longer be appealed, (iii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or a comparable agreement under the Laws of other jurisdictions, which resolves the entire Tax liability for any taxable period, (iv) any allowance of a refund or credit in respect of an overpayment of Tax, but only after the expiration of all periods during which such refund or credit may be recovered (including by way of offset) by the jurisdiction imposing the Tax, or (v) any other final resolution, including by reason of the expiration of the applicable statute of limitations or the execution of a pre-filing agreement with the IRS or other Taxing Authority.

“Foreign Income Tax” shall mean any Tax, other than a Pillar Two Tax, imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, which is an income Tax as defined in Treasury Regulations Section 1.901-2, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“Foreign Other Tax” shall mean any Tax imposed by any foreign country or any possession of the United States, or by any political subdivision of any foreign country or United States possession, other than (i) any Foreign Income Tax and (ii) any Pillar Two Tax, and any interest, penalties, additions to tax or additional amounts in respect of the foregoing.

“Foreign Tax” shall mean any Foreign Income Tax or Foreign Other Tax. For the absence of doubt, a Pillar Two Tax is not a Foreign Tax.

“Fortive” shall have the meaning set forth in the preamble hereto.

“Fortive Affiliated Group” shall mean an affiliated group (as that term is defined in Section 1504 of the Code and the regulations thereunder) of which Fortive is the common parent.

“Fortive Common Stock” shall have the meaning set forth in the Separation Agreement.

“Fortive Federal Consolidated Income Tax Return” shall mean any U.S. federal income Tax Return for a Fortive Affiliated Group.

“Fortive Group” shall have the meaning set forth in the Separation Agreement.

“Fortive Retained Assets” shall have the meaning set forth in the Separation Agreement.

“Fortive Retained Business” shall have the meaning set forth in the Separation Agreement.

“Fortive Retained Liabilities” shall have the meaning set forth in the Separation Agreement.

“Fortive Separate Return” shall mean any Tax Return of or including any member of the Fortive Group (including any consolidated, combined, unitary or similar return) that does not include any member of the Ralliant Group.

“Gain Recognition Agreement” shall mean a gain recognition agreement as described in Treasury Regulations Section 1.367(a)-8 or any successor provision thereto.

“Group” shall mean either the Fortive Group or the Ralliant Group, as the context requires.

“High-Level Dispute” shall mean any dispute or disagreement (i) relating to liability with respect to Distribution Taxes and any related Tax-Related Losses or (ii) in which the amount of liability in dispute exceeds \$10,000,000.

“Indemnifying Party” shall have the meaning set forth in Section 5.2(a).

“Indemnitee” shall have the meaning set forth in Section 5.2(a).

“Internal Distribution” shall mean any distribution or exchange of stock of a subsidiary of Fortive (determined prior to the Distribution), or other transaction having the same effect, in each case, together with related transactions, that is intended to qualify as a reorganization described in Sections 368(a)(1)(D) and 355 of the Code or a distribution described in Section 355(a) of the Code.

“IRS” shall mean the United States Internal Revenue Service or any successor thereto, including, but not limited to its agents, representatives, and attorneys.

“IRS Ruling” shall mean any U.S. federal income Tax ruling and any supplements thereto, issued to Fortive by the IRS in connection with the Transactions.

“IRS Ruling Request” shall mean the letter filed by Fortive with the IRS on December 4, 2024 (including all attachments, exhibits, and other materials submitted with such letter) requesting a ruling regarding certain tax consequences of the Transactions and any amendment or supplement to such ruling request letter.

“Joint Return” shall mean any Tax Return that includes, by election or otherwise, one or more members of the Fortive Group together with one or more members of the Ralliant Group.

“Law” shall have the meaning set forth in the Separation Agreement.

“Non-Controlling Party” shall mean, with respect to a Tax Contest, the Party that is not entitled to control such Tax Contest pursuant to Sections 6.2, 6.3, 6.4 and 6.5 of this Agreement.

“Parties” shall have the meaning set forth in the preamble hereto.

“Past Practices” shall have the meaning set forth in Section 3.5.

“Person” shall have the meaning set forth in the Separation Agreement.

“Pillar Two Provisions” shall mean the model rules published by the Organisation for Economic Co-operation and Development as “Tax Challenges Arising from the Digitalisation of the Economy – Global Anti-Base Erosion Model Rules (Pillar Two): Inclusive Framework on BEPS” and any legislation of any jurisdiction introduced pursuant to, or in order to adopt, implement or conform to, such model rules (or similar rules based on such model rules).

“Pillar Two Taxes” shall mean any Taxes with respect to any Pre-Distribution Period imposed by, or paid or payable to any Taxing Authority pursuant to or in connection with any Pillar Two Provisions.

“Plan of Reorganization” shall mean the plan of reorganization for the Contribution, Distribution and related transactions set forth as Annex A of the Separation Agreement.

“Post-Distribution Period” shall mean any taxable period (or portion thereof) beginning after the Distribution Date, including for the avoidance of doubt, the portion of any Straddle Period beginning after the Distribution Date.

“Pre-Distribution Period” shall mean any taxable period (or portion thereof) ending on or before the Distribution Date, including for the avoidance of doubt, the portion of any Straddle Period ending at the end of the day on the Distribution Date.

“Prepaid Transaction Tax Amounts” shall mean any cash amounts held by any member of the Ralliant Group as of immediately after the Effective Time, which cash amounts are designated by Fortive in its sole discretion for the payment of Transaction Taxes.

“Proposed Acquisition Transaction” shall mean a transaction or series of transactions (or any agreement, understanding or arrangement, within the meaning of Section 355(e) of the Code and Treasury Regulations Section 1.355-7, or any other regulations promulgated thereunder, to enter into a transaction or series of transactions), whether such transaction is supported by Ralliant management or shareholders, is a hostile acquisition, or otherwise, as a result of which Ralliant would merge or consolidate with any other Person or as a result of which one or more Persons would (directly or indirectly) acquire, or have the right to acquire, from Ralliant and/or one or more holders of Ralliant Capital Stock, respectively, any amount or number of shares of Ralliant Capital Stock, that would, when combined with any other direct or indirect changes in ownership of Ralliant Capital Stock pertinent for purposes of Section 355(e) of the Code and/or the Treasury Regulations promulgated thereunder, comprise forty percent (40%) or more of (i) the value of all outstanding shares of stock of Ralliant as of the date of such transaction, or in the case of a series of transactions, the date of the last transaction of such series, or (ii) the total combined voting power of all outstanding shares of voting stock of Ralliant as of the date of the such transaction, or in the case of a series of transactions, the date of the last transaction of such series. Notwithstanding the foregoing, a Proposed Acquisition Transaction shall not include (i) the adoption by Ralliant of a shareholder rights plan or (ii) issuances by Ralliant 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 Treasury Regulations Section 1.355-7(d). For purposes of determining whether a transaction constitutes an indirect acquisition, any recapitalization resulting in a shift of voting power or any redemption of shares of stock shall be treated as an indirect acquisition of shares of stock by the non-exchanging shareholders. This definition and the application thereof is intended to monitor compliance with Section 355(e) of the Code and the Treasury Regulations promulgated thereunder and shall be interpreted accordingly. Any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in this definition and its interpretation. For the avoidance of doubt, any references to Ralliant in this definition and related provisions of this Agreement shall include a reference to any successor thereto.

“Ralliant” shall have the meaning set forth in the preamble hereto.

“Ralliant Active Trade or Business” shall mean the active conduct (as defined in Section 355(b)(2) of the Code and the Treasury Regulations thereunder) by Ralliant and its “separate affiliated group” (as defined in Section 355(b)(3)(B) of the Code) of the Pacific Scientific Business (as defined in the IRS Ruling Request and as further described in the Tax Materials) as conducted immediately prior to the Distribution.

“Ralliant Assets” shall have the meaning set forth in the Separation Agreement.

“Ralliant Business” shall have the meaning set forth in the Separation Agreement.

“Ralliant Capital Stock” shall mean all classes or series of capital stock of Ralliant, including (i) the Ralliant Common Stock, (ii) all options, warrants and other rights to acquire such capital stock and (iii) all instruments properly treated as stock in Ralliant for U.S. federal income Tax purposes.

“Ralliant Carryback” shall mean any net operating loss, net capital loss, excess tax credit, or other similar Tax Item of any member of the Ralliant Group which may or must be carried from one taxable period to another prior taxable period under the Code or other applicable Tax Law.

“Ralliant Cash Payment” shall have the meaning set forth in the Separation Agreement.

“Ralliant Common Stock” shall have the meaning set forth in the Separation Agreement.

“Ralliant Disqualifying Action” shall mean (i) any action (or the failure to take any action) by any member of the Ralliant Group after the Distribution (including entering into any agreement, understanding or arrangement or any negotiations with respect to any transaction or series of transactions), (ii) any event (or series of events) after the Distribution involving the Ralliant Capital Stock or any stock or assets of any member of the Ralliant Group, (iii) any action, failure to act or transaction prohibited or required, as applicable, pursuant to Section 4.2(b) (regardless of whether the requirements of Section 4.2(e) are satisfied with respect to such action, failure to act or transaction) or Section 4.2(c) (regardless of whether Fortive consents to any such action, failure to act or transaction), or (iv) any breach by Ralliant or any member of the Ralliant Group after the Distribution of any representation, warranty or covenant made by it in this Agreement, the Separation Agreement or any Ancillary Agreement, that, in each case, would adversely affect the Tax-Free Status of the Transactions or the Tax Treatment of the Transactions; provided, however, that the term “Ralliant Disqualifying Action” shall not include any action required pursuant to any Ancillary Agreement (other than this Agreement) or that is undertaken pursuant to the Separation or the Distribution.

“Ralliant Foreign Income Taxes” shall have the meaning set forth in Section 2.5(a).

“Ralliant Foreign Other Taxes” shall have the meaning set forth in Section 2.5(d).

“Ralliant Group” shall have the meaning set forth in the Separation Agreement.

“Ralliant Liabilities” shall have the meaning set forth in the Separation Agreement.

“Ralliant Section 355 Affiliate” shall mean any member of the Ralliant Group that was a “controlled corporation” or a “distributing corporation” (within the meaning of Section 355(b)(2) of the Code) in an Internal Distribution.

“Ralliant Separate Return” shall mean any Tax Return of or including any member of the Ralliant Group (including any consolidated, combined, unitary or similar return) that does not include any member of the Fortive Group.

“Ralliant State Income Taxes” shall have the meaning set forth in Section 2.3(a).

“Ralliant State Other Taxes” shall have the meaning set forth in Section 2.3(d).

“Reasonable Basis” shall mean reasonable basis within the meaning of Section 6662(d)(2)(B)(ii)(II) of the Code and the Treasury Regulations promulgated thereunder (or such other level of confidence required by the Code at that time to avoid the imposition of penalties).

“Refund” shall mean any refund, reimbursement, offset, credit, or other similar benefit in respect of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied against other Taxes payable), including any interest paid on or with respect to such refund of Taxes.

“Reorganization” shall have the meaning set forth in the recitals.

“Responsible Company” shall mean, with respect to any Tax Return, the Party having responsibility for preparing and filing such Tax Return pursuant to this Agreement.

“Restricted Jurisdiction Cash Adjustment” shall have the meaning set forth in the Separation Agreement.

“Restricted Period” shall mean the period beginning (and including) the Distribution Date and ending on (and including) the first Business Day after the two-year anniversary of the Distribution Date.

“Reviewing Company” shall have the meaning set forth in Section 3.3(a).

“Section 4.2(d) Acquisition Transaction” shall mean any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were thirty percent (30%) instead of forty percent (40%). A Section 4.2(d) Acquisition Transaction shall also include any transaction or series of transactions described in the immediately preceding sentence but substituting references to Ralliant and Ralliant Capital Stock in the definition of “Proposed Acquisition Transaction” with references to each Ralliant Section 355 Affiliate and Capital Stock of each such Ralliant Section 355 Affiliate.

“Separate Return” shall mean a Fortive Separate Return or a Ralliant Separate Return, as the case may be.

“Separation” shall have the meaning set forth in the recitals.

“Separation Agreement” shall have the meaning set forth in the preamble hereto.

“Separation Plan” shall have the meaning set forth in the Separation Agreement.

“Specific Indemnities” shall have the meaning set forth in Section 2.9.

“Specified Transaction Taxes” shall mean the Transaction Taxes set forth on Schedule 1.1(a).

“State Income Tax” shall mean any Tax imposed by any state of the United States or by any political subdivision of any such state or the District of Columbia, or any city or municipality located therein, which is imposed on or measured by income, including state or local franchise or similar Taxes measured by income, as well as any state or local 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.

“State Other Tax” shall mean any Tax imposed by any state of the United States or by any political subdivision of any such state or the District of Columbia, or any city or municipality located therein, other than any State Income Tax, and any interest, penalties, additions to tax, or additional amounts in respect of the foregoing.

“State Tax” shall mean any State Income Tax or State Other Tax.

“Straddle Period” shall mean any taxable year or other taxable period that begins on or before the Distribution Date and ends after the Distribution Date.

“Subsidiary” shall have the meaning set forth in the Separation Agreement.

“Tax” or “Taxes” shall mean (i) all taxes, charges, fees, duties, levies, imposts, rates and other similar assessments and governmental charges of any kind imposed by any federal, state, local or non-United States Taxing Authority, 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, add-on minimum and other taxes, whether disputed or not, and including any interest, penalties, charges or additions attributable thereto, (ii) liability for the payment of any amount of the type described in clause (i) above arising as a result of being (or having been) a member of any Tax group or being (or having been) included or required to be included in any Tax Return related thereto, or as transferee or successor, and (iii) liability for the payment of any amount of the type described in clauses (i) or (ii) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

“Tax Advisor” shall mean any Tax counsel or accounting firm of recognized national standing in the United States (or, in the case of any Tax Opinion regarding the Tax treatment of any of the Transactions under the Laws of a foreign jurisdiction, in the relevant foreign jurisdiction).

“Tax Advisor Dispute” shall have the meaning set forth in Section 9.1.

“Tax Attribute” shall mean net operating losses, capital losses, research and experimentation credit carryovers, excess charitable contributions, investment tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, overall domestic losses, previously taxed earnings and profits, separate limitation losses and any other similar losses, deductions, credits or other comparable items that could reduce a Tax liability for a past or future taxable period.

“Tax Benefit” shall mean any reduction in liability for Taxes (or increase in a Refund) as a result of any loss, deduction, Refund, reimbursement, offset, credit, or other item reducing any Taxes otherwise payable.

“Tax Certificates” shall mean any certificates of officers of Fortive and/or Ralliant, provided to Wachtell, Lipton, Rosen & Katz and any certificates of officers or other representatives of Fortive and/or Ralliant, provided to any other Tax Advisor in connection with any Tax Opinion issued in connection with the Transactions.

“Tax Contest” shall mean any pending or threatened audit, claim, dispute, suit, action, litigation, proposed assessment or other proceeding with respect to Taxes or Tax Benefits (including any administrative or judicial review of any claim for Refund).

“Tax Item” shall mean any item of income, gain, loss, deduction, or credit.

“Tax Law” shall mean the law of any Taxing Authority or political subdivision thereof relating to any Tax.

“Tax Materials” shall have the meaning set forth in Section 4.1(a).

“Tax Matter” shall have the meaning set forth in Section 7.1(a).

“Tax Opinion” shall mean any written opinion of Wachtell, Lipton, Rosen & Katz and any written opinion or memorandum of any other Tax Advisor, regarding certain tax consequences of certain transactions executed as part of the Transactions.

“Tax Records” shall mean any (i) Tax Returns, (ii) Tax Return work papers, (iii) documentation relating to any Tax Contests and (iv) any other books of account or records (whether or not in written, electronic, or other tangible or intangible forms and whether or not stored on electronic or any other medium) maintained or required to be maintained under the Code or other applicable Tax Laws or under any record retention agreement with any Taxing Authority.

“Tax Return” shall mean any return, report, certificate, form or similar statement or document (including any related supporting information or schedule attached thereto and any information return, amended tax return, claim for refund or declaration of estimated tax) supplied to or filed with, or required to be supplied to or filed with, a Taxing Authority, including any amendment thereof or supplement thereto, or any bill for or notice related to ad valorem or other similar Taxes received from a Taxing Authority, in each case, in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

“Tax Treatment of the Transactions” shall mean the Tax treatment of the Transactions (for the avoidance of doubt, other than the Tax treatment of the Transactions described in the definition of “Tax-Free Status of the Transactions”) set forth on Schedule 1.1(b).

“Tax-Free Status of the Transactions” shall mean with respect to the Contribution and the Distribution, taken together, and each Internal Distribution, the qualification thereof as (i) in the case of the Contribution and the Distribution, taken together, as a “reorganization” described in Sections 368(a)(1)(D) and 355(a) of the Code and, in the case of each Internal Distribution, as a “reorganization” described in Sections 368(a)(1)(D) and 355(a) of the Code or a distribution described in Section 355(a) of the Code, as applicable and (ii) as a transaction in which (x) except in the case of any Internal Distribution that is expressly not structured and intended to qualify as a “reorganization” described in Section 368(a)(1)(D) because it does not involve a deemed or actual contribution of assets to the relevant “controlled corporation,” cash or other property received is property with respect to which no gain is recognized pursuant to Section 361(a) or (b) of the Code, (y) except as set forth on Schedule 1.1(c), stock distributed (or deemed distributed) thereby is “qualified property” with respect to which no gain is recognized pursuant to Section 361(c) or Section 355(c)(2) of the Code, as applicable (and neither Section 355(d) nor Section 355(e) applies to treat such property as other than “qualified property” for such purposes) and (z) as a transaction in which no income or gain is recognized by any member of the Fortive Group, any member of the Ralliant Group or the holders of Fortive Common Stock pursuant to Sections 355, 361 and/or 1032 of the Code, other than, in the case of Fortive, Ralliant and the members of their respective Groups (as relevant), income or gain recognized as a result of intercompany items or excess loss accounts taken into account pursuant to the Treasury Regulations promulgated pursuant to Section 1502 of the Code.

“Tax-Related Losses” shall mean with respect to any Taxes (or any reduction in a Refund), (i) all accounting, legal and other professional fees, and court costs incurred in connection with such Taxes (or reduction in a Refund), as well as any other out-of-pocket costs, expenses or other liabilities incurred in connection with such Taxes (or reduction in a Refund); and (ii) all costs, expenses and damages associated with stockholder litigation or controversies and any amount paid by Fortive (or any of its Affiliates) or Ralliant (or any of its Affiliates) in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Taxing Authority, in each case of this clause (ii), resulting from the failure of the Transactions to qualify for the Tax-Free Status of the Transactions or the Tax Treatment of the Transactions.

“Taxing Authority” shall mean any governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

“Transaction Taxes” shall mean all Taxes (including Taxes imposed on any member of the Fortive Group under Sections 951 or 951A of the Code) imposed on or with respect to the Transactions (including the Taxes set forth on Schedule 1.1(d)), regardless of whether such Taxes are paid prior to, at or following the Distribution, other than any Taxes resulting from the failure of the Transactions to qualify for the Tax-Free Status of the Transactions or the Tax Treatment of the Transactions; provided, however, that Transaction Taxes shall not include any amounts for which Ralliant has an indemnification obligation pursuant to Sections 5.1(b)(ii) through (b)(v).

“Transactions” shall mean the Separation (including any transactions undertaken pursuant to the Separation Plan, the Reorganization and the Contribution), the Distribution, any related transactions and any transaction described on Schedule 1.1(e).

“Transition Services Agreement” shall have the meaning set forth in the Separation Agreement.

“Treasury Regulations” shall mean the regulations promulgated from time to time under the Code as in effect for the relevant tax period.

“Unqualified Tax Opinion” shall mean a “will” opinion, without substantive qualifications, of a Tax Advisor, which Tax Advisor is acceptable to Fortive, on which Fortive may rely to the effect that a transaction will not (i) affect the Tax-Free Status of the Transactions or (ii) adversely affect any of the conclusions set forth in any Tax Opinion or IRS Ruling regarding the Tax-Free Status of the Transactions; provided, that any such tax opinion obtained in connection with a proposed acquisition of Ralliant Capital Stock or the Capital Stock of a Ralliant Section 355 Affiliate entered into during the Restricted Period shall not qualify as an Unqualified Tax Opinion unless such tax opinion concludes 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 Treasury Regulations promulgated thereunder, that includes the Distribution or any Internal Distribution. Any such tax opinion must assume that the Contribution and Distribution and each Internal Distribution would have qualified for the Tax-Free Status of the Transactions if the transaction in question did not occur.

Article II

PAYMENTS AND TAX REFUNDS

2.1 U.S. Federal Taxes Relating to Joint Returns.

- (a) Fortive shall pay and be responsible for any and all Federal Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods.
- (b) Ralliant shall pay and be responsible for any and all Federal Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the Ralliant Business for all Post-Distribution Periods.
- (c) Fortive shall pay and be responsible for any and all Federal Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such

Tax as a result of a Final Determination), for all Post-Distribution Periods, other than any Federal Income Taxes described in Section 2.1(b).

(d) Fortive shall pay and be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods.

(e) Ralliant shall pay and be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes are attributable to the Ralliant Business for all Post-Distribution Periods.

(f) Fortive shall pay and be responsible for any and all Federal Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Post-Distribution Periods, other than any Federal Other Taxes described in Section 2.1(e).

2.2 U.S. Federal Taxes Relating to Separate Returns.

(a) Fortive shall pay and be responsible for any and all Federal Taxes due with respect to or required to be reported on any Fortive Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax periods.

(b) Ralliant shall pay and be responsible for any and all Federal Taxes due with respect to or required to be reported on any Ralliant Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax periods.

2.3 U.S. State Taxes Relating to Joint Returns.

(a) Fortive shall pay and be responsible for any and all State Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods, other than any State Income Taxes the responsibility for which was historically allocated to a member of the Ralliant Group, as determined by Fortive in its sole discretion consistent with Past Practices (such Taxes for any Tax period, "Ralliant State Income Taxes").

(b) Ralliant shall pay and be responsible for any and all State Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes (i) are attributable to the Ralliant Business for all Post-Distribution Periods or (ii) are Ralliant State Income Taxes.

(c) Fortive shall pay and be responsible for any and all State Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Post-Distribution Periods, other than any State Income Taxes described in Section 2.3(b).

(d) Fortive shall pay and be responsible for any and all State Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods, other than any State Other Taxes the responsibility for which was historically allocated to a member of the Ralliant Group, as determined by Fortive in its sole discretion consistent with Past Practices (such Taxes for any Tax period, “Ralliant State Other Taxes”).

(e) Ralliant shall pay and be responsible for any and all State Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes (i) are attributable to the Ralliant Business for all Post-Distribution Periods or (ii) are Ralliant State Other Taxes.

(f) Fortive shall pay and be responsible for any and all State Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Post-Distribution Periods, other than any State Other Taxes described in Section 2.3(e).

2.4 U.S. State Taxes Relating to Separate Returns.

(a) Fortive shall pay and be responsible for any and all State Taxes due with respect to or required to be reported on any Fortive Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax periods.

(b) Ralliant shall pay and be responsible for any and all State Taxes due with respect to or required to be reported on any Ralliant Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax periods.

2.5 Foreign Tax Relating to Joint Returns.

(a) Fortive shall pay and be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods, other than any Foreign Income Taxes the responsibility for which was historically allocated to a member of the Ralliant Group, as determined by Fortive in its sole discretion consistent with Past Practices (such Taxes for any Tax period, “Ralliant Foreign Income Taxes”).

(b) Ralliant shall pay and be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes (i) are attributable to the Ralliant Business for all Post-Distribution Periods, or (ii) are Ralliant Foreign Income Taxes.

(c) Fortive shall pay and be responsible for any and all Foreign Income Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Post-Distribution Periods, other than any Foreign Income Taxes described in Section 2.5(b).

(d) Fortive shall pay and be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Pre-Distribution Periods, other than any Foreign Other Taxes the responsibility for which was historically allocated to a member of the Ralliant Group, as determined by Fortive in its sole discretion consistent with Past Practices (such Taxes for any Tax period, “Ralliant Foreign Other Taxes”).

(e) Ralliant shall pay and be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) which Taxes (i) are attributable to the Ralliant Business for all Post-Distribution Periods or (ii) are Ralliant Foreign Other Taxes.

(f) Fortive shall pay and be responsible for any and all Foreign Other Taxes due with respect to or required to be reported on any Joint Return (including any increase in such Tax as a result of a Final Determination) for all Post-Distribution Periods, other than any Foreign Other Taxes described in Section 2.5(e).

2.6 Foreign Tax Relating to Separate Returns.

(a) Fortive shall pay and be responsible for any and all Foreign Taxes due with respect to or required to be reported on any Fortive Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax periods.

(b) Ralliant shall pay and be responsible for any and all Foreign Taxes due with respect to or required to be reported on any Ralliant Separate Return (including any increase in such Tax as a result of a Final Determination) for all Tax periods.

2.7 Pillar Two Taxes.

(a) Fortive shall be responsible for any and all Pillar Two Taxes due with respect to or required to be reported on any Tax Return (including any increase in such Tax as a result of a Final Determination) which are attributable (determined on a “with and without basis”) to the Fortive Retained Business, assets used primarily in the Fortive Retained Business or the business or activities of any member of the Fortive Group, as determined by Fortive in its sole discretion consistent with Past Practices (if any).

(b) Ralliant shall be responsible for any and all Pillar Two Taxes due with respect to or required to be reported on any Tax Return (including any increase in such Tax as a result of a Final Determination) which are attributable (determined on a “with and without basis”) to the Ralliant Business, assets used primarily in the Ralliant Business or the business or activities of any member of the Ralliant Group, as determined by Fortive in its sole discretion consistent with Past Practices (if any).

(c) Notwithstanding the provisions set forth in Sections 2.7(a) and 2.7(b), with respect to any Pillar Two Tax which Fortive, acting reasonably and consistently with Past Practices (if any), is unable to attribute to either Fortive or Ralliant under Section 2.7(a) or

Section 2.7(b), Fortive and Ralliant shall each pay and be responsible for fifty percent (50%) of any such Pillar Two Taxes.

2.8 Transaction Taxes.

(a) Notwithstanding the provisions set forth in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7, Fortive and Ralliant shall each pay and be responsible for fifty percent (50%) of any Transaction Taxes, as reasonably determined by Fortive; provided, that (x) Ralliant shall pay and be responsible for 100% of any Specified Transaction Taxes, (y) Ralliant shall pay and be responsible for any Transaction Taxes that are value-added or goods and services Taxes, to the extent any member of the Ralliant Group is the transferee in the relevant transfer with respect to which such Transaction Taxes are imposed and (z) Fortive shall pay and be responsible for any Transaction Taxes that are value-added or goods and services Taxes, to the extent any member of the Fortive Group is the transferee in the relevant transfer with respect to which such Transaction Taxes are imposed, in each case, as reasonably determined by Fortive. Payments pursuant to this Section 2.8(a) shall be determined and made in accordance with the following principles and in the following manner:

(i) Any and all Transaction Taxes that were paid at or prior to the Distribution, regardless of whether paid by a member of the Fortive Group or a member of the Ralliant Group, shall be deemed for all purposes of this Agreement to have been paid by Fortive, and Ralliant shall be required to reimburse Fortive for the portion of such Transaction Taxes allocated to Ralliant pursuant to Section 2.8(a).

(ii) With respect to any Transaction Taxes allocated to Fortive pursuant to Section 2.8(a) in respect of which, absent the application of this Section 2.8(a)(ii), Fortive would be required to make a payment to Ralliant pursuant to this Section 2.8(a) (a “Fortive Transaction Tax Required Payment”), any Prepaid Transaction Tax Amounts allocable to such Transaction Taxes (as designated by Fortive in its sole discretion) shall, for purposes of this Section 2.8, be treated as a payment made by Fortive to Ralliant in respect of such Transaction Taxes in full or partial satisfaction (or overpayment), as applicable, of the Fortive Transaction Tax Required Payment with respect thereto, and the provisions of this Section 2.8 shall be applied accordingly. Without limiting the generality of the foregoing provisions of this clause (ii) and in furtherance and illustration of the principles set forth therein:

(1) Any Fortive Transaction Tax Required Payment otherwise required with respect to any Transaction Taxes shall be reduced, but not below zero, by the amount of any Prepaid Transaction Tax Amounts (A) allocable to such Transaction Taxes (as designated by Fortive in its sole discretion) and (B) not (x) previously taken into account pursuant to this clause (1) to reduce the amount of any Fortive Transaction Tax Required Payment or (y) repaid by Ralliant to Fortive pursuant to clause (2) below; and

(2) if the amount of such Prepaid Transaction Tax Amounts exceeds the amount of the Fortive Transaction Tax Required

Payment with respect to such Transaction Taxes, Ralliant shall pay such excess to Fortive; provided, that the timing of any payment (or portion thereof) required to be made by Ralliant pursuant to this clause (2) shall be determined by Fortive in its sole discretion and Ralliant shall make all payments pursuant to this clause (2) in accordance with the payments dates determined by Fortive.

(iii) Notwithstanding anything herein to the contrary, Fortive may determine in its sole discretion that any payment required to be made by Fortive or Ralliant pursuant to this Section 2.8 shall be delayed until such date as Fortive shall determine (a “Settlement Date”) and, on the Settlement Date, all outstanding amounts then owing by Fortive and Ralliant (taking into account all Prepaid Transaction Tax Amounts not previously applied or repaid pursuant to Section 2.8(ii)) pursuant to this Section 2.8 shall be netted, such that only one payment shall be made by Fortive or Ralliant, as applicable, in full settlement of all such outstanding amounts.

2.9 Certain Indemnified Taxes; Integration; Satisfaction. For the avoidance of doubt, notwithstanding the provisions set forth in Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7 and 2.8, nothing in this Article II shall be interpreted as limiting in any way the Parties’ indemnification obligations pursuant to Section 5.1(a)(ii) or Sections 5.1(b)(ii) through (b)(v) (taking into account Section 5.1(c)) (the “Specific Indemnities”), and, in the case of any conflict between the allocation of liability for Taxes set forth in this Article II and the Specific Indemnities, the Specific Indemnities shall govern (and the conflicting liability allocations set forth in this Article II shall not apply). Without prejudice or limitation to any of the indemnification or liability allocation provisions contained in this Agreement, the Parties acknowledge and agree that, on the basis of all facts and circumstances as of the date hereof and through the Effective Time, Ralliant shall, and is expected to, satisfy any liability or other obligation (or portion thereof) it assumes pursuant to this Agreement, whether or not Fortive has been legally relieved of such liability.

2.10 Determination of Tax Attributable to the Ralliant Business. For purposes of this Article II (except as expressly provided otherwise therein):

(a) The amount of Federal Income Taxes attributable to the Ralliant Business shall be as reasonably determined by Fortive on a pro forma Ralliant Group consolidated return prepared:

(i) including only Tax Items of members of the Ralliant Group that were included in the relevant Fortive Federal Consolidated Income Tax Return;

(ii) except as provided in Section 2.10(a)(iv) hereof, using all elections, accounting methods and conventions used on the relevant Fortive Federal Consolidated Income Tax Return for such period;

(iii) applying the highest statutory marginal corporate income Tax rate in effect for such taxable period; and

(iv) assuming that the Ralliant Group elects not to carry back any net operating losses.

(b) The amount of State Income Taxes, and Foreign Income Taxes attributable to the Ralliant Business shall be as reasonably determined by Fortive in a manner consistent with the principles of Section 2.10(a), to the extent relevant.

(c) The amount of Federal Other Taxes, State Other Taxes and Foreign Other Taxes attributable to the Ralliant Business shall be as reasonably determined by Fortive in a manner consistent with Past Practices (if any).

2.11 Allocation of Employment Taxes. Liability for Employment Taxes and the allocation of any Employment Tax Credit shall be determined pursuant to the Employee Matters Agreement.

2.12 Tax Refunds.

(a) Subject to Section 2.11, Section 2.12(b), Section 2.13 and Section 2.14, Fortive shall be entitled to all Refunds related to Taxes the liability for which is allocated to Fortive pursuant to this Agreement and Ralliant shall be entitled to all Refunds related to Taxes the liability for which is allocated to Ralliant pursuant to this Agreement.

(b) Ralliant shall pay to Fortive any Refund received by Ralliant or any member of the Ralliant Group that is allocable to Fortive pursuant to Section 2.12(a), net of any costs and expenses incurred in connection with, and any Taxes imposed by any Taxing Authority on, related to, or attributable to, the receipt, accrual or realization of such Refund (including any Taxes imposed by way of withholding or offset), no later than five (5) Business Days after the receipt of such Refund. Fortive shall pay to Ralliant any Refund received by Fortive or any member of the Fortive Group that is allocable to Ralliant pursuant to Section 2.12(a), net of any costs and expenses incurred in connection with, and any Taxes imposed by any Taxing Authority on, related to, or attributable to, the receipt, accrual or realization of such Refund (including any Taxes imposed by way of withholding or offset), no later than five (5) Business Days after the receipt of such Refund. For purposes of this Section 2.12(b), any Refund that arises as a result 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).

2.13 Tax Benefits. Without prejudice to (or duplication of any amounts payable pursuant to) Section 2.14, if Fortive determines, in its good faith discretion, that: (i) one Party is responsible for a Tax pursuant to this Agreement or under applicable Law and (ii) the other Party is entitled to a deduction, credit or other Tax Benefit relating to such Tax, then the Party entitled to such deduction, credit or other Tax Benefit shall pay to the Party responsible for such Tax the amount of the Tax Benefit arising from such deduction, credit or other Tax Benefit, net of any costs and expenses incurred in connection with, and any Taxes imposed by any Taxing Authority on, related to, or attributable to, the receipt, accrual or realization of such Tax Benefit (including

any Taxes imposed by way of withholding or offset), in each case, as determined by Fortive in its good faith discretion.

2.14 Carryback Refunds and Benefits. Notwithstanding anything herein to the contrary (and without duplication of any other amounts payable pursuant to this Agreement), but subject to the other provisions of this Section 2.14, in the event of any carry back of any Ralliant Carryback arising in a Post-Distribution Period to a Pre-Distribution Period that is permitted by Section 3.9, Ralliant shall be entitled to any Refund or other Tax Benefit actually realized by any member of the Fortive Group in cash that is attributable to, and would not have arisen but for, such Ralliant Carryback. Fortive shall pay to Ralliant the amount of any such Refund or other Tax Benefit, net of any costs, expenses or Taxes imposed by any Taxing Authority on, related to, or attributable to, the receipt, accrual or realization of such Refund or Tax Benefit (including any Taxes imposed by way of withholding or offset), no later than five (5) Business Days after the receipt of such Refund or other Tax Benefit (the timing of the receipt of which shall be determined in accordance with the principles of Section 2.12(b)). Notwithstanding anything in this Agreement to the contrary, Ralliant shall indemnify and hold the members of the Fortive Group harmless from and against any and all collateral Tax consequences resulting from or caused by any such Ralliant Carryback, including (but not limited to) the loss or postponement of any benefit from the use of Tax Attributes generated by a member of the Fortive Group or an Affiliate thereof if (x) such Tax Attributes expire unutilized, but would have been utilized but for such Ralliant Carryback, or (y) the use of such Tax Attributes is postponed to a later taxable period than the taxable period in which such Tax Attributes would have been utilized but for such Ralliant Carryback. Any payment made by Fortive to Ralliant pursuant to this Section 2.14 shall be recalculated in light of any Final Determination (or any other facts that may arise or come to light after such payment is made, such as a carryback of a Tax Attribute of the Fortive Group to a taxable period in respect of which such Refund is or was received or Tax Benefit is or was realized) that would affect the amount of which Ralliant is entitled, and an appropriate adjusting payment shall be made by Ralliant to Fortive such that the aggregate amount paid pursuant to this Section 2.14 equals such recalculated amount.

2.15 Tax Adjustments. If Fortive or Ralliant (or one of their respective Affiliates) pays to the other Party any amount pursuant to Section 2.11, Section 2.12, Section 2.13 or Section 2.14, in respect of a Refund or Tax Benefit and all or a portion of such Refund or 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 Fortive Group and the Ralliant Group in the same manner in which such Refund or Tax Benefit was allocated pursuant to Section 2.11, Section 2.12, Section 2.13, or Section 2.14, as applicable, 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.

2.16 Prior Agreements. Except as set forth in this Agreement and in consideration of the mutual indemnities and other obligations of this Agreement, any and all prior Tax sharing or allocation agreements, arrangements or practices between any member of the Fortive Group and any member of the Ralliant Group shall be terminated with respect to the Ralliant Group and the Fortive Group as of the Distribution Date. No member of either the Ralliant Group or the Fortive Group shall have any continuing rights or obligations under any such agreement, arrangement or practice.

2.17 Fortive and Ralliant Income Tax Deductions in Respect of Certain Equity Awards and Incentive Compensation. To the extent permitted by applicable Law, (i) in the case of an active or former employee, solely the member of the Group for which the relevant individual is currently employed or, if such individual is not currently employed by a member of the Group, was most recently employed at the time of the vesting, exercise, disqualifying disposition, payment or other relevant taxable event, as appropriate, in respect of the equity

awards and other incentive compensation described in Article IV or Article V of the Employee Matters Agreement shall be entitled to claim, in a Post-Distribution Period, any income Tax deduction in respect of such equity awards and other incentive compensation on its Tax Return associated with such event; and (ii) in the case of a non-employee director, any income Tax deduction in respect of such equity awards and other incentive compensation shall be claimed by the Party for which the director serves as a director following the Distribution (provided that, in the case of any non-employee director who is to be assigned to both Fortive and Ralliant, each Party shall be entitled to the deductions arising in respect of its own stock or equity awards).

Article III

PREPARATION AND FILING OF TAX RETURNS

3.1 Fortive's Responsibility. Fortive shall prepare and file when due (taking into account any applicable extensions), or shall cause to be prepared and filed, (a) all Joint Returns, (b) all Tax Returns pursuant to which there is a claim to group relief by one or more members of the Ralliant Group in respect of losses generated by one or more members of the Fortive Group, and (c) all Fortive Separate Returns, including any amendments to such Tax Returns. Notwithstanding any provision in this Agreement to the contrary, with respect to any Joint Return, to the extent that any expenses related to a previously filed Joint Return for similar Taxes were customarily paid by a member of the Ralliant Group, as determined by Fortive in its sole discretion, then any similar expenses shall be paid and borne by Ralliant after the Distribution, including, for the avoidance of doubt, any expenses related to the preparation of transfer pricing documentation.

3.2 Ralliant's Responsibility. Ralliant shall prepare and file when due (taking into account any applicable extensions), or shall cause to be prepared and filed, all Tax Returns, including any amended Tax Returns, required to be filed by or with respect to members of the Ralliant Group other than those Tax Returns which Fortive is required to prepare and file under Section 3.1. The Tax Returns required to be prepared and filed by Ralliant under this Section 3.2 shall include any Ralliant Separate Returns and any amended Ralliant Separate Returns. For the avoidance of doubt, Ralliant shall prepare any transfer pricing documentation required to be prepared with respect to a Tax Return described in this Section 3.2. Notwithstanding anything herein to the contrary, Ralliant shall not file, or cause or permit to be filed, any consolidated, combined, unitary or similar Tax Return with respect to any State Income Tax for a Post-Distribution Period where Tektronix, Inc., an Oregon corporation, is the named or designated filer, except to the extent expressly and specifically required to do so by applicable state Law.

3.3 Right To Review Tax Returns.

(a) The Responsible Company for any material Tax Return shall make such Tax Return (or the relevant portions thereof) available for review by the other Party (the "Reviewing Company"), if requested, to the extent the requesting Party (i) is or would reasonably be expected to be liable for Taxes reflected on such Tax Return, (ii) is or would reasonably be expected to be liable for any additional Taxes owing as a result of adjustments to the amount of such Taxes reported on such Tax Return, or (iii) has or would reasonably be expected to have a claim for Tax Benefits under this Agreement in respect of items reflected on such Tax Return. The Responsible Company shall use reasonable efforts to make any such Tax Return (or the relevant portions thereof) available for review as required under this paragraph sufficiently in advance of the due date for the filing of such Tax Return (taking into account extensions) to provide the Reviewing Company with a meaningful opportunity to review and

comment on such Tax Return (which, in the case of any Tax Return with respect to income Taxes, shall be no later than thirty (30) days prior to the due date for such Tax Return (taking into account extensions)). The Responsible Company shall consider any comments provided by the Reviewing Company reasonably in advance of the due date for such Tax Return (taking into account extensions) (which, in the case of any Tax Return with respect to income Taxes, shall be no later than fifteen (15) days following the Reviewing Company's receipt of the draft of such return from the Responsible Company) in good faith. The Parties shall attempt in good faith to resolve any material disagreement arising out of the review of such Tax Return and, failing such resolution, any material disagreement shall be resolved in accordance with the provisions of Article IX as promptly as practicable.

3.4 Cooperation. The Parties shall provide, and shall cause their Affiliates to provide, assistance and cooperation to one another in accordance with Article VII with respect to the preparation and filing of Tax Returns, including providing information required to be provided under Article VIII. Notwithstanding anything to the contrary in this Agreement, Fortive shall not be required to disclose to Ralliant any consolidated, combined, unitary, or other similar Joint Return of which a member of the Fortive Group is the common parent or any information related to such a Joint Return other than information relating solely to the Ralliant Group; provided, that Fortive shall provide such additional information that is reasonably required in order for Ralliant to determine Taxes attributable to the Ralliant Business. If an amended Separate Return for State Taxes for which Ralliant is the Responsible Company is required to be filed as a result of an amendment made to a Joint Return for Federal Income Tax pursuant to an audit adjustment, then the Parties shall cooperate to ensure that such amended Separate Return can be prepared and filed in a manner that preserves confidential information including through the use of third-party preparers.

3.5 Tax Reporting Practices. Except as provided in Section 3.6, with respect to any Tax Return for any taxable period that begins on or before the second anniversary of the Distribution Date with respect to which Ralliant is the Responsible Company, such Tax Return shall be prepared in a manner (i) consistent with past practices, accounting methods, elections and conventions ("Past Practices") used with respect to the Tax Returns in question (unless there is no Reasonable Basis for the use of such Past Practices), and to the extent any items are not covered by Past Practices (or in the event that there is no Reasonable Basis for the use of such Past Practices), in accordance with reasonable Tax accounting practices selected by Ralliant that are consistent with Fortive's accounting practices with respect to similar Tax Items and otherwise reasonably acceptable to Fortive; and (ii) that, to the extent consistent with clause (i), minimizes the overall amount of Taxes due and payable on such Tax Return for all of the Parties by cooperating in making such elections or applications for group or other relief or allowances available in the taxing jurisdiction in which such Tax Return is filed. Notwithstanding anything herein to the contrary (but subject to Section 3.6), Ralliant shall not, and shall not cause or permit its Affiliates to, (i) take any action or Tax position inconsistent with (x) the assumptions made (including with respect to any Tax Item) in determining all estimated or advance payments of Taxes on or prior to the Distribution Date or (y) any position taken on any Tax Return with respect to which Fortive is the Responsible Company with respect to similar Tax Items or (ii) without Fortive's prior written consent, make a change in any of its methods of accounting for Tax purposes until all applicable statutes of limitations for all Pre-Distribution Periods have expired.

3.6 Reporting of Separation. The Tax treatment of any step in or portion of the Transactions and any Tax Item related thereto shall be reported on each applicable Tax Return consistently with the Tax-Free Status of the Transactions and the Tax Treatment of the Transactions, taking into account the jurisdiction in which such Tax Returns are filed; provided,

that, notwithstanding anything to the contrary herein, if Fortive determines that there is no Reasonable Basis for such Tax treatment, then Fortive shall notify Ralliant no later than twenty (20) Business Days prior to filing the relevant Tax Return and the Parties shall attempt in good faith to agree on the manner in which the relevant step in or portion of the Transactions or related Tax Item shall be reported (with any disagreements resolved in accordance with the provisions of Article IX as promptly as practicable); provided, further, that in the case of any step in or portion of the Transactions or any Tax Item related thereto that is not covered by the Tax-Free Status of the Transactions or the Tax Treatment of the Transactions, such step in or portion of the Transaction and any Tax Items related thereto shall be treated and reported as determined by Fortive in good faith. If Fortive determines, in its sole discretion, that a protective election under Section 336(e) of the Code shall be made with respect to the Distribution, Ralliant agrees 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 Fortive. If such a protective election is made, this Agreement shall be amended in such a manner, if any, as is determined by Fortive in its good faith discretion (including by requiring that, in the event the Transactions fail to have the Tax-Free Status of the Transactions or the Tax Treatment of the Transactions, Ralliant shall pay over to Fortive any Tax Benefits realized by Ralliant or any member of the Ralliant Group arising from the step-up in Tax basis resulting from such election).

3.7 Distribution Straddle Period Tax Allocation.

(a) In the case of any Straddle Period, Tax Items shall be apportioned between Pre-Distribution Periods and Post-Distribution Periods in accordance with the principles of Treasury Regulations Section 1.1502-76(b) as reasonably interpreted and applied by Fortive. With respect to the Joint Return for the Tax period that includes the Distribution, Fortive may determine in its sole discretion whether to make a ratable election under Treasury Regulations Section 1.1502-76(b)(2)(ii) with respect to Ralliant or any other relevant member of the Ralliant Group. Ralliant shall, and shall cause each member of the Ralliant Group to, take all actions necessary to give effect to such election.

(b) In determining the apportionment of Tax Items between Pre-Distribution Periods and Post-Distribution Periods, any Tax Items relating to the Transactions shall be treated as extraordinary items described in Treasury Regulations Section 1.1502-76(b)(2)(ii)(C) and shall (to the extent arising on or prior to the Distribution Date) be allocated to the Pre-Distribution Period, and any Taxes related to such items shall be treated under Treasury Regulations Section 1.1502-76(b)(2)(iv) as relating to such extraordinary item and shall (to the extent arising on or prior to the Distribution Date) be allocated to the Pre-Distribution Period.

3.8 Payment of Taxes.

(a) With respect to any Tax Return required to be filed pursuant to this Agreement, the Responsible Company shall remit or cause to be remitted to the applicable Taxing Authority in a timely manner any Taxes due in respect of any such Tax Return. In the case of any adjustment pursuant to a Final Determination with respect to any Tax Return, the Responsible Company with respect to such Tax Return shall pay to the applicable Taxing Authority when due (taking into account any automatic or validly elected extensions, deferrals, or postponements) any additional Tax due with respect to such Tax Return required to be paid as a result of such adjustment pursuant to a Final Determination.

(b) In the case of any Tax Return for which the Party that is not the Responsible Company is obligated pursuant to this Agreement to pay all or a portion of the Taxes reported as due on such Tax Return, the Responsible Company shall notify the other Party, in writing, of its obligation to pay such Taxes and, in reasonably sufficient detail, its calculation of the amount due by such other Party and the Party receiving such notice shall pay such amount to the Responsible Company upon the later of five (5) Business Days prior to the date on which such payment is due and fifteen (15) Business Days after the receipt of such notice.

(c) With respect to any estimated Taxes, the Party that is or will be the Responsible Company 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. In the case of any estimated Taxes for which the Party that is not the Responsible Company is obligated pursuant to this Agreement to pay all or a portion of the Taxes that will be reported as due on any Tax Return that will reflect (or otherwise give credit for) such estimated Taxes, the Responsible Company shall notify the other Party, in writing, of its obligation to pay such estimated Taxes and, in reasonably sufficient detail, its calculation of the amount due by such other Party and the Party receiving such notice shall pay such amount to the Responsible Company upon the later of five (5) Business Days prior to the date on which such payment is due and fifteen (15) Business Days after the receipt of such notice.

(d) Notwithstanding anything to the contrary herein (including, for the avoidance of doubt, Sections 3.8(a), 3.8(b) and 3.8(c)), any amount to be paid by Ralliant in respect of any liability or obligation of Fortive for Taxes that is assumed by Ralliant, or otherwise treated as a liability or obligation of Fortive that is assumed by Ralliant within the meaning of Section 357(d) of the Code, pursuant to this Agreement, in each case, as determined by Fortive in its sole discretion, shall be paid, at Fortive's option and in its sole discretion, in the manner set forth in Section 9.11(b) of the Separation Agreement.

3.9 Amended Returns and Carrybacks.

(a) Ralliant shall not, and shall not permit any member of the Ralliant Group to, file or allow to be filed any request for an Adjustment for any Pre-Distribution Period without the prior written consent of Fortive, such consent to be exercised in Fortive's sole discretion.

(b) Ralliant shall, and shall cause each member of the Ralliant Group to, make any available elections to waive the right to carry back any Ralliant Carryback arising in a Post-Distribution Period to a Pre-Distribution Period.

(c) Ralliant shall not, and shall cause each member of the Ralliant Group not to, without the prior written consent of Fortive, make any affirmative election to carry back any Ralliant Carryback arising in a Post-Distribution Period to a Pre-Distribution Period, such consent to be exercised in Fortive's sole discretion.

(d) Receipt of consent by Ralliant or a member of the Ralliant Group from Fortive pursuant to the provisions of this Section 3.9 shall in no way limit or modify Ralliant's indemnification obligations pursuant to this Agreement (including Article V).

3.10 Tax Attributes. Fortive shall in good faith advise Ralliant in writing of the amount (if any) of any Tax Attributes, which Fortive determines, in its good faith discretion, shall be allocated or apportioned to the Ralliant Group under applicable Law. Ralliant and all members of the Ralliant Group shall prepare all Tax Returns in accordance with such written notice. Ralliant agrees that it shall not dispute Fortive's determination of Tax Attributes. For the avoidance of doubt, Fortive shall not be required in order to comply with this Section 3.10 or otherwise 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.

3.11 Section 245A Election. With respect to any member of the Ralliant Group that is a "controlled foreign corporation" within the meaning of Section 957(a) of the Code immediately prior to the Distribution, Fortive may, in its sole discretion, determine that an election under Treasury Regulations Section 1.245A-5(e)(3)(i) (or any successor provision of Tax Law that allows a closing of the books election) to close such entity's taxable year for Federal Income Tax purposes as of the Effective Time. If Fortive determines that such election shall be made with respect to any such member of the Ralliant Group, Ralliant shall, and shall cause its Affiliates to, cooperate with Fortive and its Affiliates to make and give effect to such election.

3.12 Gain Recognition Agreements. Ralliant shall not, and shall cause the members of the Ralliant Group not to, (a) take any action (including, but not limited to, the sale or disposition of any stock, securities, or other assets), (b) permit any member of the Ralliant Group to take any such action, (c) fail to take any action, or (d) permit any member of the Ralliant Group to fail to take any action, in each case, that would cause Fortive or any member of the Fortive Group to recognize gain under any Gain Recognition Agreement. In addition, Ralliant shall file, and shall cause any member of the Ralliant Group to file, any Gain Recognition Agreement reasonably requested by Fortive which Gain Recognition Agreement is determined by Fortive to be necessary so as to (x) allow for or preserve the tax-free or tax-deferred nature, in whole or part, of any transaction, or (y) avoid Fortive or any member of the Fortive Group recognizing gain under any Gain Recognition Agreement.

3.13 Pillar Two Compliance and Reporting Obligations. The Parties agree to comply with the Pillar Two Provisions and shall ensure that any Pillar Two Taxes are calculated and reported accurately on a country-by-country basis as required by applicable Law. Ralliant shall deliver to Fortive any information requested by Fortive (including any Tax Returns, books, records, documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations) in order to enable Fortive to comply with its reporting and payment obligations under the Pillar Two Provisions, no later than thirty (30) days following the close of each fiscal quarter (or, with respect to any such Tax information requested less than ten (10) days prior to the close of the relevant fiscal quarter, as promptly as is reasonably practicable). Any extension requests must be submitted in writing to Fortive at least fifteen (15) Business Days before the deadline, and approval of such requests shall be at Fortive's sole discretion. For the avoidance of doubt, Ralliant's failure to timely provide information required to be provided to Fortive under this Section 3.13 shall be subject to the provisions set forth in Section 7.2.

3.14 Information for Joint Returns and Fortive Separate Returns. In addition to its obligations pursuant to Section 3.13, Ralliant shall promptly, and in any event no later than thirty

(30) days following the close of each fiscal quarter (or, with respect to information requested less than ten (10) days prior to the close of the relevant fiscal quarter, as promptly as reasonably practicable), provide Fortive with all information with respect to Ralliant, the members of the Ralliant Group, and their respective assets and operations that is reasonably necessary or requested by Fortive in order to enable Fortive to timely prepare and file all Tax Returns for which Fortive is the Responsible Company and to timely pay any and all Taxes (including estimated Taxes) payable with respect to such Tax Returns. Where applicable, such information shall be provided in a manner consistent with Past Practices of Fortive and its Subsidiaries prior to the Distribution. For the avoidance of doubt, Ralliant's failure to timely provide information required to be provided by Fortive under this Section 3.14 shall be subject to the provisions set forth in Section 7.2.

Article IV

TAX-FREE STATUS OF THE DISTRIBUTION

4.1 Representations and Warranties.

(a) Fortive, on behalf of itself and all other members of the Fortive Group, hereby represents and warrants that (i) it has examined the IRS Ruling Request, the IRS Ruling (if any), the Tax Opinion(s), the Tax Certificates and any other materials delivered or deliverable in connection with the issuance of any IRS Ruling and the rendering of any Tax Opinion, in each case, as they exist as of the date hereof (all documents and materials described in this clause (i), including, for the avoidance of doubt, the IRS Ruling Request, the IRS Ruling (if any), the Tax Opinion and the Tax Certificates, collectively, the "Tax Materials") and (ii) the facts presented and statement and representations made therein, to the extent descriptive of or otherwise relating to Fortive or any member of the Fortive Group or the Fortive Retained Business, were or will be, at the time presented or represented and from such time until and including the Distribution Date, true, correct, and complete in all material respects. Fortive, on behalf of itself and all other members of the Fortive Group, hereby confirms and agrees to comply with any and all covenants and agreements in the Tax Materials applicable to Fortive or any member of the Fortive Group or the Fortive Retained Business.

(b) Ralliant, on behalf of itself and all other members of the Ralliant Group, hereby represents and warrants that (i) it has examined the Tax Materials and (ii) the facts presented and statements and representations made therein, to the extent descriptive of or otherwise relating to Ralliant or any member of the Ralliant Group or the Ralliant Business, were or will be, at the time presented or represented and from such time until and including the Distribution Date, true, correct, and complete in all material respects. Ralliant, on behalf of itself and all other members of the Ralliant Group, hereby confirms and agrees to comply with any and all covenants and agreements in the Tax Materials applicable to Ralliant or any member of the Ralliant Group or the Ralliant Business.

(c) Ralliant, on behalf of itself and all other members of the Ralliant Group, hereby represents and warrants that during the two-year period ending on the date of any Internal Distribution or the Distribution Date, there was no "agreement, understanding, arrangement, substantial negotiations or discussions" (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of Ralliant or any member of the

Ralliant Group or by any other person or persons with the implicit or explicit permission of one or more of such officers or directors regarding an acquisition of all or a significant portion of the Ralliant Capital Stock (or any predecessor of Ralliant) or the Capital Stock of any Ralliant Section 355 Affiliate (or any predecessor thereof); provided that no representation or warranty is made regarding the absence of any “agreement, understanding, arrangement, substantial negotiations” or “discussions” (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of any member of the Fortive Group (or by any other person or persons with the implicit or explicit permission of one or more of such officers or directors) who are not officers or directors of any member of the Ralliant Group.

(d) Each of Fortive, on behalf of itself and all other members of the Fortive Group, and Ralliant, on behalf of itself and all other members of the Ralliant Group, represents and warrants that it knows of no fact (after due inquiry) that may cause the Tax treatment of the Transactions to be other than the Tax-Free Status of the Transactions and the Tax Treatment of the Transactions.

(e) Each of Fortive, on behalf of itself and all other members of the Fortive Group, and Ralliant, on behalf of itself and all other members of the Ralliant Group represents and warrants that it has no plan or intent to take any action, or fail to take any action (or to cause or permit any member of its Group to take or fail to take any action) which is inconsistent with any facts presented or statements or representations made in the Tax Materials.

4.2 Restrictions Relating to the Distribution.

(a) Ralliant, on behalf of itself and all other members of the Ralliant Group, hereby covenants and agrees that no member of the Ralliant Group will take, fail to take, or permit to be taken: (i) any action where such action or failure to act would be inconsistent with or cause to be untrue any statement, information, covenant or representation in the Tax Materials or could jeopardize or impede the Tax-Free Status of the Transactions or the Tax Treatment of the Transactions or (ii) any action which constitutes a Ralliant Disqualifying Action.

(b) During the Restricted Period, Ralliant:

(i) shall continue and cause to be continued the active conduct of the Ralliant Active Trade or Business for purposes of Section 355(b)(2) of the Code, taking into account Section 355(b)(3) of the Code, as conducted immediately prior to the Distribution;

(ii) shall not voluntarily dissolve or liquidate (wholly or partially) itself or, if such action could or could be expected to jeopardize or impede the Tax-Free Status of the Transactions, any of its Affiliates (including, in each case, any action that is a liquidation for U.S. federal income Tax purposes);

(iii) shall not (1) enter into any Proposed Acquisition Transaction or, to the extent Ralliant has the right to prohibit any Proposed Acquisition Transaction, permit any Proposed Acquisition Transaction to occur,

(2) redeem or otherwise repurchase (directly or through an Affiliate) any Ralliant Capital Stock except to the extent such repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by Revenue Procedure 2003-48), (3) 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 Ralliant Capital Stock (including through the conversion of any capital stock into another class of capital stock), (4) merge, amalgamate or consolidate with any other Person or (5) take any other action or actions (including any action or transaction that would be reasonably likely to be inconsistent with any representation made in the Tax Materials) which in the aggregate would, when combined with any other direct or indirect changes in ownership of Ralliant Capital Stock pertinent for purposes of Section 355(e) of the Code, have the effect of causing or permitting one or more Persons (whether or not acting in concert) to acquire directly or indirectly stock representing a fifty percent (50%) or greater interest in Ralliant or would reasonably be expected to result in a failure to preserve the Tax-Free Status of the Transactions;

(iv) shall not and shall not permit any member of the Ralliant Group, in a single transaction or a series of transactions, to sell, transfer, or otherwise dispose of or agree to, sell, transfer or otherwise dispose (including in any transaction treated for U.S. federal income Tax purposes as a sale, transfer or disposition) of assets (including, any shares of capital stock of a Subsidiary) that, in the aggregate, constitute more than twenty percent (20%) of the gross assets of Ralliant or the consolidated gross assets of the Ralliant Group. The foregoing sentence shall not apply to (1) sales, transfers, or dispositions of inventory in the ordinary course of business, (2) any cash paid to acquire assets from an unrelated Person in an arm's-length transaction, (3) any assets transferred to a Person that is disregarded as an entity separate from the transferor for U.S. federal income Tax purposes or (4) any mandatory or optional repayment (or pre-payment) of any indebtedness of Ralliant or any member of the Ralliant Group. The percentages of gross assets or consolidated gross assets of Ralliant or the Ralliant Group, as the case may be, sold, transferred, or otherwise disposed of, shall be based on the fair market value of the gross assets of Ralliant and the members of the Ralliant Group as of the Distribution Date. For purposes of this Section 4.2(b)(iv), a merger of Ralliant or one of its Subsidiaries with and into any Person that is not a wholly owned Subsidiary of Ralliant shall constitute a disposition of all of the assets of Ralliant or such Subsidiary;

(v) shall not cause or permit any Ralliant Section 355 Affiliate to, as applicable, take or fail to take, or enter into or permit, any action or transaction described in the preceding clauses (i) through (iv) (substituting references therein to Ralliant, Ralliant Active Trade or Business, Distribution, Ralliant Capital Stock, Ralliant Group, and similar terms referring to Ralliant and its characteristics, assets, stock or operations with references to the relevant

Ralliant Section 355 Affiliate, the active conduct of a trade or business relied upon by such Ralliant Section 355 Affiliate for purposes of Section 355(b)(2) of the Code, the relevant Internal Distribution, the Capital Stock of such Ralliant Section 355 Affiliate, the group consisting of such Ralliant Section 355 Affiliate and its subsidiaries and such similar terms but referring to such Ralliant Section 355 Affiliate and its characteristics, assets, stock or operations, and substituting, in the definition of “Proposed Acquisition Transaction,” any references therein to Ralliant, or Ralliant Capital Stock with references to the relevant Ralliant Section 355 Affiliate and the Capital Stock of such Ralliant Section 355 Affiliate); and

(vi) shall not and shall not cause or permit any member of the Ralliant Group to take any action, fail to take any action or enter into or effect any transaction prohibited or required, as applicable, pursuant to Schedule 4.2(b)(vi).

(c) Without the prior written consent of Fortive (such consent to be provided in Fortive’s sole and absolute discretion), Ralliant shall not and shall not cause or permit any member of the Ralliant Group to take any action, fail to take any action or enter into or effect any transactions prohibited or required, as applicable, pursuant to Schedule 4.2(c). Any consent provided by Fortive in connection with this Section 4.2(c) shall in no way limit or modify Ralliant’s indemnification obligations pursuant to Article V.

(d) If Ralliant proposes to enter into any Section 4.2(d) Acquisition Transaction or, to the extent Ralliant has the right to prohibit any Section 4.2(d) Acquisition Transaction, proposes to permit any Section 4.2(d) Acquisition Transaction to occur, in each case, during the Restricted Period, Ralliant shall provide Fortive, no later than ten (10) days following the signing of any written agreement with respect to the Section 4.2(d) Acquisition Transaction, with a written description of such transaction (including the type and amount of Ralliant Capital Stock or Capital Stock of a Ralliant Section 355 Affiliate (as applicable) to be issued in such transaction) and a certificate of the Chief Financial Officer of Ralliant to the effect that the Section 4.2(d) Acquisition Transaction is not a Proposed Acquisition Transaction or any other transaction to which the requirements of Section 4.2(b) apply.

(e) Notwithstanding the restrictions imposed by Section 4.2(a) and (b), Ralliant or a member of the Ralliant Group may take any of the actions or transactions described therein (in the case of Section 4.2(a), other than any actions or transactions described therein relating to the Tax Treatment of the Transactions) if Ralliant either (i) obtains an Unqualified Tax Opinion in form and substance reasonably satisfactory to Fortive or (ii) obtains the prior written consent of Fortive waiving the requirement that Ralliant obtain an Unqualified Tax Opinion, such waiver to be provided in Fortive’s sole and absolute discretion. Fortive’s evaluation of an Unqualified Tax Opinion may consider, among other factors, the appropriateness of any underlying assumptions, representations, and covenants made in connection with such opinion. Ralliant shall bear all costs and expenses of securing any such Unqualified Tax Opinion and shall reimburse Fortive for all reasonable out-of-pocket expenses that Fortive or any of its Affiliates may incur in good faith in seeking to obtain or evaluate any such Unqualified Tax Opinion. Neither the delivery of an Unqualified Tax Opinion nor Fortive’s

waiver of Ralliant's obligation to deliver an Unqualified Tax Opinion shall in any way limit or modify Ralliant's indemnification obligations pursuant to Article V.

(f) Ralliant agrees that Fortive shall have the sole and exclusive control over the process of obtaining any private letter ruling with respect to the Transactions and any related transaction, and only Fortive shall be entitled to apply for any such private letter ruling (whether prior to or following the Distribution). Fortive shall have the right to obtain a private letter ruling from the IRS (and/or any other Taxing Authority) (and/or if applicable, any supplemental private letter ruling) at any time in its sole and absolute discretion. If Fortive determines to obtain a private letter ruling or supplemental private letter ruling, Ralliant shall (and shall cause its Affiliates to) cooperate with Fortive and take any and all actions reasonably requested by Fortive in connection with obtaining such private letter ruling or supplemental private letter ruling (including, without limitation, by making any representation or covenant or providing any materials or information requested by the IRS or other applicable Taxing Authority; provided that Ralliant shall not be required to make (or cause any of its Affiliates to make) any representation or covenant that is inconsistent with historical facts or as to future matters or events over which it has no control). After the Distribution, Fortive and Ralliant shall each bear its own costs and expenses incurred in connection with obtaining any such private letter ruling or supplemental private letter ruling.

Article V

INDEMNITY OBLIGATIONS

5.1 Indemnity Obligations.

(a) Fortive shall indemnify and hold harmless Ralliant from and against, and will reimburse Ralliant for, (i) any and all Taxes allocated to Fortive pursuant to Article II, and (ii) any and all Taxes and Tax-Related Losses arising out of, based upon, or relating or attributable to any breach of or inaccuracy in, or failure to perform, as applicable, any representation, covenant, or obligation of any member of the Fortive Group pursuant to this Agreement.

(b) Without regard to whether an Unqualified Tax Opinion may have been provided, the existence of any private letter ruling or whether any action is permitted or consented to hereunder and notwithstanding anything else to the contrary contained herein, Ralliant shall indemnify and hold harmless Fortive from and against, and will reimburse Fortive for, (i) any and all Taxes allocated to Ralliant pursuant to Article II, (ii) any and all Taxes and Tax-Related Losses arising out of, based upon, or relating or attributable to any breach of or inaccuracy in, or failure to perform, as applicable, any representation, covenant, or obligation of any member of the Ralliant Group pursuant to this Agreement, (iii) any and all Distribution Taxes and Tax-Related Losses attributable to a Ralliant Disqualifying Action (regardless of whether the conditions set forth in Section 4.2(e) are satisfied and regardless of any consent provided by Fortive), (iv) any and all Distribution Taxes and Tax-Related Losses arising out of, based upon, or relating or attributable to (A) the acquisition (other than pursuant to the Contribution and the Distribution) of all or a portion of the Ralliant Capital Stock and/or

Ralliant's or its Subsidiaries' stock or assets by any means whatsoever by any Person, (B) any "agreement, understanding, arrangement, substantial negotiations, or discussions" (as such terms are defined in Treasury Regulations Section 1.355-7(h)) by any one or more officers or directors of any member of the Ralliant Group or by any other person or persons with the implicit or explicit permission of one or more such officers or directors regarding transactions or events that cause the Distribution to be treated as part of a plan pursuant to which one or more Persons acquire, directly or indirectly, Ralliant Capital Stock representing a fifty percent (50%) or greater interest in Ralliant or the Capital Stock of a Ralliant Section 355 Affiliate representing a fifty percent (50%) or greater interest in such Ralliant Section 355 Affiliate, or (C) any action or failure to act by Ralliant or any other member of the Ralliant Group after the Distribution (including, without limitation, any amendment to Ralliant's or any Ralliant Section 355 Affiliate's certificate of incorporation (or other organizational documents), whether through a stockholder vote or otherwise) affecting the voting rights of Ralliant stock or the stock of any Ralliant Section 355 Affiliate (including, without limitation, through the conversion of one class of Ralliant Capital Stock or Capital Stock of a Ralliant Section 355 Affiliate into another class of Ralliant Capital Stock or Capital Stock of a Ralliant Section 355 Affiliates), and (v) any and all Taxes incurred by one or more members of the Fortive Group arising from or attributable to the disallowance of losses generated by one or more members of the Ralliant Group in respect of which one or more members of the Fortive Group has made a claim to group relief.

(c) To the extent that any Tax or Tax-Related Loss is subject to indemnity pursuant to both Sections 5.1(a)(ii) and 5.1(b)(ii) through (b)(v), responsibility for such Tax or Tax-Related Loss shall be shared by Fortive and Ralliant according to relative fault as determined by Fortive in its good faith discretion.

5.2 Indemnification Payments.

(a) Except as otherwise provided in this Agreement, if either Party (the "Indemnatee") is required to pay to a Taxing Authority a Tax or to another Person a payment in respect of a Tax that the other Party (the "Indemnifying Party") is liable for under this Agreement, including as the result of a Final Determination, the Indemnatee shall notify the Indemnifying Party, in writing, of its obligation to pay such Tax and, in reasonably sufficient detail, its calculation of the amount due by such Indemnifying Party to the Indemnatee, including any Tax-Related Losses attributable thereto. The Indemnifying Party shall pay such amount, including any Tax-Related Losses attributable thereto, to the Indemnatee no later than the later of (i) five (5) Business Days prior to the date on which such payment is due to the applicable Taxing Authority or (ii) fifteen (15) Business Days after the receipt of notice from the other Party.

(b) If, as a result of any change or redetermination, any amount previously allocated to and borne by one Party pursuant to the provisions of Article II is thereafter allocated to the other Party, then, no later than five (5) Business Days after such change or redetermination, such other Party shall pay to such Party the amount previously borne by such Party which is allocated to such other Party as a result of such change or redetermination.

(c) Notwithstanding anything to the contrary herein (including, for the avoidance of doubt, Sections 5.2(a), Section 5.3(b) and Section 5.3), any amount to be paid by Ralliant in respect of a liability or obligation of Fortive that is assumed by Ralliant, or otherwise treated as a liability of obligation of Fortive that is assumed by Ralliant within the meaning of Section 357(d) of the Code, pursuant to this Agreement, in each case, as determined by Fortive in its sole discretion, shall be paid, at Fortive's option and in its sole discretion, in the manner set forth in Section 9.11(b) of the Separation Agreement.

5.3 Payment Mechanics.

(a) All payments under this Agreement required to be made by one Party to the other Party shall be made by Fortive directly to Ralliant and by Ralliant directly to Fortive; provided, however, that if the Parties mutually agree with respect to any such indemnification payment, any member of the Fortive Group, on the one hand, may make such indemnification payment to any member of the Ralliant Group, on the other hand, and vice versa. All indemnification payments shall be treated in the manner described in Section 5.4 and, for the avoidance of doubt, all payments shall be made in accordance with Section 5.2(c).

(b) In the case of any payment of Taxes made by a Responsible Company or Indemnatee pursuant to this Agreement for which such Responsible Company or Indemnatee, as the case may be, has received a payment from the other Party, such Responsible Company or Indemnatee shall provide to the other Party a copy of any official government receipt received with respect to the payment of such Taxes to the applicable Taxing Authority (or, if no such official governmental receipts are available, executed bank payment forms or other reasonable evidence of payment).

5.4 Treatment of Liabilities and Payments; Gross-Up.

(a) Except to the extent otherwise required by applicable Tax Law (as determined by Fortive in its sole discretion), each of Fortive and Ralliant shall, and shall cause the members of its Group to, treat for all U.S. federal (and applicable state and local) income Tax purposes any Liabilities of Fortive that are assumed or otherwise accepted by Ralliant pursuant to this Agreement, the Separation Agreement or the Employee Matters Agreement or, to the extent involving Liabilities attributable to Pre-Distribution Periods, otherwise in connection with the Separation (whether such Liabilities are assumed or accepted by Ralliant directly or treated as assumed or accepted by Ralliant as a result of a transfer by Fortive to Ralliant of equity interests in an entity treated as a "disregarded entity" for U.S. federal income Tax purposes) as assumed, within the meaning of Section 357(d) of the Code, by Ralliant pursuant to the Contribution. For purposes of this Section 5.4(a), all references to Fortive and Ralliant shall include a reference to any member of the Fortive Group or the Ralliant Group that is, for U.S. federal income Tax purposes, disregarded as separate from Fortive and Ralliant, respectively.

(b) The Parties agree that, in the absence of any change in applicable U.S. federal income Tax Law or except as otherwise required by other applicable Tax Law, (i) any indemnity or other similar payment made among the Parties pursuant to this Agreement, the Separation Agreement or any Ancillary Agreement (other than any payment of interest or

penalties (whether pursuant to this Agreement, the Separation Agreement or any Ancillary Agreement or to or by a Taxing Authority) or State Income Taxes by or to a Taxing Authority) shall be treated, for all income Tax purposes, as (A) a payment with respect to an assumed or retained liability (with, if and as applicable, one Party acting as agent for the other Party or its Subsidiaries), or, if the treatment described in clause (A) is not available under applicable Law (as determined by Fortive in its sole discretion), (B) a non-taxable contribution by Fortive to Ralliant or a distribution by Ralliant to Fortive, as applicable, and, in the case of this clause (B), such contribution or distribution shall be treated as having been made immediately prior to the Distribution, and (ii) any payment of interest, penalties or State Income Taxes pursuant to this Agreement, the Separation Agreement or any Ancillary Agreement or by or to a Taxing Authority shall be reported for Tax purposes by the Parties as taxable or deductible (to the extent a deduction is available), as the case may be, to the Party entitled under this Agreement to retain such payment or required under this Agreement to make such payment. Notwithstanding the foregoing, Fortive shall notify Ralliant if it determines that any payment made pursuant to this Agreement is to be treated, for any Tax purposes, as a payment made by one Party acting as an agent of one of such Party's Subsidiaries to the other Party acting as an agent of one of such other Party's Subsidiaries, and the Parties agree to treat any such payment accordingly.

(c) None of Fortive or Ralliant shall, and each shall cause its Affiliates not to, report or take any position (on a Tax Return or otherwise) inconsistent with the treatment described in Sections 5.4(a) or 5.4(b) (unless otherwise required by a Final Determination or a good faith resolution of a Tax Contest).

(d) If, notwithstanding the manner in which payments described in Section 5.4(b) were reported, there is a Tax liability or an adjustment to a Tax liability of a Party as a result of its receipt of a payment pursuant to this Agreement or the Separation Agreement, such payment shall be appropriately adjusted so that the amount of such payment, reduced by the amount of all Taxes payable with respect to the receipt thereof (but taking into account all correlative Tax Benefits resulting from the payment of such Taxes), shall equal the amount of the payment which the Party receiving such payment would otherwise be entitled to receive.

Article VI

TAX CONTESTS

6.1 Notice. Each Party shall notify the other Party in writing within ten (10) days after receipt by such Party or any member of its Group of a written communication from any Taxing Authority with respect to a Tax Contest concerning any Taxes for which the other Party may be liable pursuant to this Agreement, and thereafter shall promptly forward or make available to such Party copies of notices and communications relating to such Tax Contest. The failure of one Party to notify the other of such communication in accordance with the immediately preceding sentence shall not relieve the other Party of any liability or obligation to pay such Tax or make indemnification payments under this Agreement, except to the extent that the failure to timely provide such notification actually and materially prejudices the ability of such other Party to contest such Tax liability and increases the amount of such Tax liability.

6.2 Separate Returns. Subject to Section 6.4, Section 6.5 and Section 6.7, in the case of any Tax Contest with respect to any Separate Return, the Responsible Company with respect to such Separate Return shall have the sole responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle, or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of such Tax Contest.

6.3 Joint Returns. Subject to Section 6.4, Section 6.5 and Section 6.7, in the case of any Tax Contest with respect to any Joint Return, Fortive shall have the sole responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted, or assessed in connection with or as a result of such Tax Contest. Notwithstanding the foregoing, to the extent a portion of any such Tax Contest with respect to a Joint Return with respect to Foreign Taxes relates to a matter which was customarily controlled by a member of the Ralliant Group, as determined by Fortive in its sole discretion, then Fortive may elect that Ralliant shall be responsible for conduct of such portion of such Tax Contest and any expenses related thereto, including expenses relating to any supporting transfer pricing analysis.

6.4 Mixed Contests. Subject to Section 6.5 and Section 6.7, in the event of any Tax Contest with respect to both a Ralliant Separate Return, on the one hand, and a Fortive Separate Return or a Joint Return, on the other hand, the Parties shall use their reasonable efforts to cause such Tax Contest to be severed into separate Tax Contests, each relating solely to Ralliant Separate Returns and Fortive Separate Returns or Joint Returns, as applicable. If such Tax Contest is not so severable, then Fortive shall determine which Party shall be the Controlling Party with respect to such Tax Contest, and such Controlling Party selected by Fortive shall, subject to Section 6.5 and Section 6.7, have the sole responsibility and right to control the prosecution of such Tax Contest, including the exclusive right to communicate with agents of the applicable Taxing Authority and to control, resolve, settle, or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of such Tax Contest.

6.5 Distribution-Related Tax Contests.

(a) In the event of any Distribution-Related Tax Contest as a result of which Ralliant could reasonably be expected to become exclusively liable for any Tax or Tax-Related Losses and which Fortive has the right to administer and control pursuant to Section 6.2 or Section 6.3, (i) Fortive shall consult with Ralliant reasonably in advance of taking any significant action in connection with such Tax Contest, (ii) Fortive shall offer Ralliant a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, (iii) Fortive 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 (iv) Fortive shall provide Ralliant copies of any written materials relating to such Tax Contest received from the relevant Taxing Authority. Notwithstanding anything in the preceding sentence to the contrary, the final determination of the positions taken, including with respect to settlement or other disposition, in any Distribution-Related Tax Contest described in this Section 6.5(a) shall be made in the sole discretion of Fortive and shall be final and, notwithstanding anything to the contrary herein or in the Separation Agreement, shall not subject to the dispute resolution provisions of Section 9.1 of this Agreement or Section 7.1 of the Separation Agreement.

(b) In the event of any Distribution-Related Tax Contest with respect to any Ralliant Separate Return, (i) Ralliant shall consult with Fortive reasonably in advance of taking any significant action in connection with such Tax Contest, (ii) Ralliant shall consult with Fortive and offer Fortive a reasonable opportunity to comment before submitting any written materials prepared or furnished in connection with such Tax Contest, (iii) Ralliant 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) Fortive shall be entitled to participate in such Tax Contest and receive copies of any written materials relating to such Tax Contest received from the relevant Taxing Authority, and (v) Ralliant shall not settle, compromise or abandon any such Tax Contest without obtaining the prior written consent of Fortive (exercised in Fortive's sole discretion); provided, however, that in the case of any Distribution-Related Tax Contest with respect to a Ralliant Separate Return as a result of which Fortive could reasonably be expected to become liable for or be required to pay any Taxes or Tax-Related Losses, whether pursuant to this Agreement or otherwise, Fortive shall have the right to elect to assume control of such Tax Contest, in which case the provisions of Section 6.5(a) shall apply.

6.6 Obligation of Continued Notice. During the pendency of any Tax Contest or threatened Tax Contest, each of the Parties shall provide prompt notice to the other Party of any written communication received by it or a member of its respective Group from a Taxing Authority regarding any Tax Contest for which it is indemnified by the other Party hereunder or for which it may be required to indemnify the other Party hereunder. Such notice shall attach copies of the pertinent portion of any written communication from a Taxing Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Taxing Authority in respect of any such matters. Such notice shall be provided in a reasonably timely fashion. The failure of one Party to notify the other of such communication in accordance with the preceding provisions of this Section 6.6 shall not relieve the other Party of any liability or obligation to pay such Tax or make indemnification payments under this Agreement, except to the extent that the failure to timely provide such notification actually and materially prejudices the ability of such other Party to contest such Tax liability and increases the amount of such Tax liability.

6.7 Settlement Rights. Unless waived by the Parties in writing, in connection with any potential adjustment in a Tax Contest as a result of which adjustment the Non-Controlling Party may reasonably be expected to become liable to make any indemnification payment to the Controlling Party under this Agreement: (i) the Controlling Party shall keep the Non-Controlling Party informed in a timely manner of all actions taken or proposed to be taken by the Controlling Party with respect to such potential adjustment in such Tax Contest; (ii) the Controlling Party shall timely provide the Non-Controlling Party with copies of any correspondence or filings submitted to any Taxing Authority or judicial authority in connection with such potential adjustment in such Tax Contest; and (iii) the Controlling Party shall defend such Tax Contest diligently and in good faith. The failure of the Controlling Party to take any action specified in the preceding sentence with respect to the Non-Controlling Party shall not relieve the Non-Controlling Party of any liability and/or obligation which it may have to the Controlling Party under this Agreement, and in no event shall such failure relieve the Non-Controlling Party from any other liability or obligation which it may have to the Controlling Party except to the extent that such failure actually and materially prejudices the ability of such other Party to contest the relevant Tax liability and increases the amount of such Tax liability.

6.8 Costs and Expenses. Except for any costs and expenses incurred by a Non-Controlling Party in the exercise of any participation rights that such Non-Controlling Party

possesses with respect to a Tax Contest pursuant to this Article VI, all costs and expenses incurred in connection with the defense of a Tax Contest shall be borne by the Controlling Party.

Article VII

COOPERATION

7.1 General.

(a) Each Party shall fully cooperate, and shall cause all members of such Party's Group to fully cooperate, with all reasonable requests in writing from the other Party, or from an agent, representative or advisor to such Party, in connection with the preparation and filing of any Tax Return, claims for Refunds, the conduct of any Tax Contest, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of either Party or any member of either Party's Group covered by this Agreement and the establishment of any reserve required in connection with any financial reporting (a "Tax Matter"). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter and shall include, without limitation, at each Party's own cost:

- (i) the timely provision of any Tax Returns of either Party or any member of either Party's Group, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities;
- (ii) the execution of any document (including any power of attorney) in connection with any Tax Contest of either Party or any member of either Party's Group, or the filing of a Tax Return or a Refund claim of either Party or any member of either Party's Group;
- (iii) the use of the Party's reasonable best efforts to promptly obtain any documentation in connection with a Tax Matter; and
- (iv) the use of the Party's reasonable best efforts to promptly obtain any Tax Returns (including accompanying schedules, related work papers, and documents), documents, books, records or other information in connection with the filing of any Tax Returns of any of either Party or any member of either Party's Group.

Each Party shall make its employees and facilities available, without charge, on a mutually convenient basis to facilitate such cooperation. In addition, each Party shall timely comply with all of its obligations pursuant to this Agreement to provide cooperation and information with respect to Tax Matters to the other Party, including, without limitation, the foregoing provision of this Section 7.1(a), and, in the case of Ralliant, Sections 3.13 and 3.14.

7.2 Timely Compliance. Each of Ralliant and Fortive acknowledges that time is of the essence in relation to any request for information, assistance, or cooperation made by Fortive or Ralliant pursuant to Section 7.1(a), and any other obligations of Ralliant or Fortive pursuant to this Agreement to provide information, assistance or cooperation (including Sections 3.13 and 3.14). Each of Ralliant and Fortive acknowledges that failure to conform to the deadlines set forth in this Agreement or reasonable deadlines otherwise set by Ralliant or Fortive, in each case, with respect to the provision of information, assistance and cooperation with respect to Tax Matters, could cause irreparable harm. If either Ralliant or Fortive fails to comply with any such deadlines, then, notwithstanding anything to the contrary set forth in this Agreement, such non-complying Party shall be liable for, and shall indemnify and hold harmless the other Party for, any Taxes and Tax-Related Losses to the extent arising solely out of such failure to comply.

7.3 Consistent Treatment. Unless and until there has been a Final Determination to the contrary, except as expressly and specifically provided otherwise in this Agreement, each Party agrees not to take any position on any Tax Return, in connection with any Tax Contest or otherwise that is inconsistent with (a) the treatment of liabilities and payments as set forth in Section 5.4, (b) the Tax Materials, (c) the Tax-Free Status of the Transactions or the Tax Treatment of the Transactions or (d) any other tax treatment set forth in this Agreement.

7.4 Impact of Cooperation. For the avoidance of doubt, the existence of a Party's obligation to cooperate with the other Party pursuant to this Agreement with respect to the preparation of any Tax Return, the conduct of any Tax Contest or otherwise, or such Party's satisfaction of such cooperation obligation, shall under no circumstances be interpreted as imposing any additional obligations on such Party that are not otherwise provided for in this Agreement, including, for the avoidance of doubt, any additional procedural obligations with respect to Tax Return preparation and filing or the conduct of any Tax Contest, and any indemnification or other payment obligation with respect to any Taxes for which such Party is not otherwise responsible hereunder. In addition, the existence of any such cooperation obligations of one Party, or its compliance therewith, shall in no way limit or modify any obligations of the other Party pursuant to this Agreement, including, without limitation, any of its indemnification obligations pursuant to Article V or any of its obligations with respect to Tax Return filing and preparation or Tax Contest control.

Article VIII

RETENTION OF RECORDS; ACCESS

8.1 Retention of Records. For so long as the contents thereof may become material in the administration of any matter under applicable Tax Law, but in any event until the later of (i) sixty (60) days after the expiration of any applicable statutes of limitation (including any waivers or extensions thereof) and (ii) seven (7) years after the Distribution Date, the Parties shall retain all Tax Records in respect of Taxes of any member of either the Fortive Group or the Ralliant Group for any Pre-Distribution Period or Post-Distribution Period or for any Tax Contests relating to such Tax Returns. At any time after the Distribution Date when the Fortive Group proposes to destroy any Tax Records (other than any Tax Records to the extent solely relating to Fortive, any member of the Fortive Group, their respective operations, the Fortive Retained Assets and/or the Fortive Retained Liabilities), Fortive shall first notify Ralliant in writing and the Ralliant Group shall be entitled to receive such records or documents proposed to be destroyed. At any time after the Distribution Date when the Ralliant Group proposes to destroy any Tax Records, Ralliant shall first notify Fortive in writing and the Fortive Group shall be entitled to receive such records or documents proposed to be destroyed. The Parties will

notify each other in writing of any waivers or extensions of the applicable statute of limitations that may affect the period for which the foregoing records or other documents must be retained.

8.2 Access to Tax Records. The Parties and their respective Affiliates shall make available to each other for inspection and copying during normal business hours upon reasonable notice all Tax Records in their possession pertaining to Pre-Distribution Periods to the extent reasonably required by the other Party in connection with the preparation of financial accounting statements, audits, litigation, or the resolution of items under this Agreement. The Party seeking access to the records of the other Party shall bear all costs and expenses associated with such access, including any professional fees.

Article IX

DISPUTE RESOLUTION

9.1 Dispute Resolution. The Parties mutually desire that friendly collaboration will continue between them. Accordingly, they will endeavor, and they will cause their respective Group members to endeavor, to resolve in good faith and in an amicable manner all disagreements and misunderstandings connected with their respective rights and obligations under this Agreement, including any amendments hereto. In furtherance thereof, in the event of any dispute or disagreement between any member of the Fortive Group, on the one hand, and any member of the Ralliant Group, on the other hand, as to the interpretation of any provision of this Agreement or the performance of obligations hereunder (other than a High-Level Dispute) (a "Tax Advisor Dispute"), the Tax departments of the Parties shall negotiate in good faith to resolve the dispute. If, within thirty (30) Business Days, such good faith negotiations do not resolve such Tax Advisor Dispute, the Parties shall appoint a nationally recognized independent public accounting firm (the "Accounting Firm") to resolve such dispute. In this regard, the Accounting Firm shall make determinations with respect to the disputed items based solely on representations made by Fortive, Ralliant and their respective representatives, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Party only. The Parties shall require the Accounting Firm to resolve all disputes no later than thirty (30) days after the submission of such dispute to the Accounting Firm, but in no event later than the due date for the payment of Taxes or the filing of the applicable Tax Return, if applicable, and agree that all decisions by the Accounting Firm with respect thereto shall be final and conclusive and binding on the Parties. The Accounting Firm shall resolve all disputes in a manner consistent with this Agreement and, to the extent not inconsistent with this Agreement, in a manner consistent with the Past Practices of Fortive and its Subsidiaries, except as otherwise required by applicable Law. The Parties shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Accounting Firm shall be borne equally by the Parties. Any High-Level Dispute shall be resolved pursuant to the procedures set forth in Section 7.1 of the Separation Agreement.

9.2 Injunctive Relief. Nothing in this Article IX shall prevent either Party from seeking injunctive relief if any delay resulting from the efforts to resolve any Tax Advisor Dispute in accordance with the provisions of Section 9.1 or any High-Level Dispute in accordance with the provisions of Section 7.1 of the Separation Agreement could result in serious and irreparable injury to either Party or the members of its Group. Notwithstanding anything to the contrary in this Agreement, the Separation Agreement or any Ancillary Agreement, Fortive and Ralliant are the only members of their respective Groups entitled to commence a dispute resolution procedure under this Agreement, and each of Fortive and Ralliant will cause its respective Group members not to commence any dispute resolution procedure other than through such Party as provided in this Article IX.

Article X

MISCELLANEOUS PROVISIONS

10.1 Conflicting Agreements. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation Agreement, this Agreement shall control with respect to the subject matter thereof.

10.2 Interest on Late Payments. With respect to any payment between the Parties pursuant to this Agreement not made by the due date set forth in this Agreement for such payment, the outstanding amount will accrue interest at a rate per annum equal to the rate in effect for underpayments under Section 6621 of the Code from such due date to and including the payment date.

10.3 Expenses. Except as otherwise provided in this Agreement, each Party and its Affiliates shall bear their own expenses incurred in connection with the preparation of Tax Returns, Tax Contests, and other matters related to Taxes under the provisions of this Agreement.

10.4 Successors. This Agreement shall be binding on and inure to the benefit of any successor by merger, acquisition of assets, or otherwise, to any of the parties hereto, to the same extent as if such successor had been an original party to this Agreement.

10.5 Application to Present and Future Subsidiaries. This Agreement is being entered into by Fortive and Ralliant on behalf of themselves and the members of their respective Group. This Agreement shall constitute a direct obligation of each such Party and shall be deemed to have been readopted and affirmed on behalf of any entity that becomes a Subsidiary of Fortive or Ralliant in the future.

10.6 Assignability. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party, and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (i) with respect to Fortive, an Affiliate of Fortive, or (ii) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party to this Agreement; provided, however, that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 10.6 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

10.7 No Fiduciary Relationship. The duties and obligations of the Parties, and their respective successors and permitted assigns, contained herein are the extent of the duties and obligations contemplated by this Agreement; nothing in this Agreement is intended to create a fiduciary relationship between the Parties hereto, or any of their successors and permitted assigns, or create any relationship or obligations other than those explicitly described.

10.8 Further Assurances. Prior to, on, and after the Effective Time, each Party hereto shall cooperate with the other Party, at the expense of the requesting Party, to execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all instruments, including the execution and delivery to the other Party and its Affiliates and representatives of such powers of attorney or other authorizing documentation as is reasonably necessary or

appropriate in connection with Tax Contests (or portions thereof) under the control of such other Party in accordance with Article VI, and to make all filings with any Governmental Entity, and to take all such other actions, as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement.

10.9 Survival. Notwithstanding any other provision of this Agreement to the contrary, all representations, covenants and obligations contained in this Agreement shall be unconditional and absolute and shall remain in effect without limitation as to time.

10.10 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email or by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.10):

If to Fortive, to:

Fortive Corporation
6920 Seaway Blvd.
Everett, WA 98203
Attn: General Counsel
Facsimile: (425) 446-5007
E-mail: *[Intentionally omitted]*

with a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attn: Alison Zieske Preiss
Email: *[Intentionally omitted]*

If to Ralliant, to:

Ralliant Corporation
4000 Center at North Hills Street
Suite 430
Raleigh, NC 27609
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019

Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

10.11 Distribution Date. This Agreement shall become effective only upon the Distribution Date.

10.12 No Waiver. 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 or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.13 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

10.14 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

10.15 Integration. This Agreement, together with each of the exhibits and schedules appended hereto, contain the entire agreement among the Parties with respect to the subject matter hereof, supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings among the Parties other than those set forth herein and in the Separation Agreement and the other Ancillary Agreements. This Agreement, the Separation Agreement, and the other Ancillary Agreements together govern the arrangements in connection with the Separation and the Distribution and would not have been entered independently. In the event of any inconsistency between this Agreement and the Separation Agreement, or any other agreements relating to the transactions contemplated by the Separation Agreement, with respect to matters addressed herein, the provisions of this Agreement shall control (it being understood that the terms pursuant to which any transition services related to Tax matters shall be provided under the Transition Services Agreement shall be governed by the Transition Services Agreement).

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. Unless otherwise indicated, all "Section" references in this Agreement are to sections of this Agreement.

10.17 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, 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.

10.18 Governing Law. This Agreement and any dispute arising 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.

10.19 Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by a Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representatives of the Parties against whom it is sought to enforce such waiver, amendment, supplement or modification.

10.20 No Double Recovery. No provision of this Agreement shall be construed to provide an indemnity or other recovery for any costs, damages, or other amounts for which the damaged Party has been fully compensated under any other provision of this Agreement or under any other agreement or action at law or equity. Unless expressly required in this Agreement, a Party shall not be required to exhaust all remedies available under other agreements or at law or equity before recovering under the remedies provided in this Agreement.

10.21 Specific Performance. Subject to the provisions of Article IX, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are, or are to be, thereby aggrieved shall have the right to specific performance and injunctive or other equitable relief in respect 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 the remedies at law for any breach or threatened breach, 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 by each of the Parties.

10.22 Authority. Fortive represents on behalf of itself and each other member of the Fortive Group and Ralliant represents on behalf of itself and each other member of the Ralliant Group, as follows:

- (a) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement; and
- (b) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms hereof.

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

FORTIVE CORPORATION

By: /s/ Olumide Soroye

Name: Olumide Soroye

Title: President and Chief Executive Officer of Intelligent Operating Solutions and
Advanced Healthcare Solutions Segment

RALLIANT CORPORATION

By: /s/ Tamara S. Newcombe

Name: Tamara S. Newcombe

Title: President and Chief Executive Officer

TRANSITION SERVICES AGREEMENT

by and between

FORTIVE CORPORATION

and

RALLIANT CORPORATION

Dated as of June 27, 2025

This TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of June 27, 2025, is entered into by and between Fortive Corporation (“Fortive”), a Delaware corporation, and Ralliant Corporation (“Ralliant”), a Delaware corporation. “Party” or “Parties” means Fortive or Ralliant, individually or collectively, as the case may be.

WITNESSETH:

WHEREAS, the Board of Directors of Fortive (the “Fortive Board”) has determined that it is appropriate, desirable and in the best interests of Fortive and its stockholders to create a new publicly traded company that shall operate the Ralliant Business;

WHEREAS, in furtherance of the foregoing, the Fortive Board has determined that it is appropriate, desirable and in the best interests of Fortive and its stockholders to separate the Ralliant Business from the Fortive Retained Business (the “Separation”) and, following the Separation, make a distribution, in accordance with the Distribution Ratio, to holders of Record Holders on the Record Date, of all of the issued and outstanding shares of Ralliant Common Stock owned by Fortive (the “Distribution”);

WHEREAS, in order to effectuate the Separation and the Distribution, the Parties have entered into that certain Separation and Distribution Agreement, dated as of the date hereof (together with the schedules, exhibits and appendices thereto, the “Separation Agreement”);

WHEREAS, pursuant to the Separation Agreement, in order to facilitate and provide for an orderly transition in connection with the Separation and the Distribution, certain services are to continue to be provided by the Fortive Group to the Ralliant Group and by the Ralliant Group to the Fortive Group after the Distribution Date upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties acknowledge that this Agreement, the Separation and Distribution Agreement, and the other Ancillary Agreements represent the integrated agreement of Fortive and Ralliant relating to the Separation and the Distribution, are being entered into together, and would not have been entered into independently.

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

Section 1.01 Certain Defined Terms.

Article I Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the Separation Agreement.

- (a) The following capitalized terms used in this Agreement shall have the meanings set forth below:

“Force Majeure” means, with respect to a Party, an event beyond the reasonable control of such Party (or any Person acting on its behalf), which event (a) does not arise or result from the fault or negligence of such Party (or any Person acting on its behalf), and (b) by its nature would not reasonably have been foreseen by such Party (or such Person), or, if it would reasonably have been foreseen, was unavoidable, including acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, labor problems or unavailability of parts, or, in the case of computer systems, any significant and prolonged failure in electrical or air conditioning equipment. Notwithstanding the foregoing, the receipt by a Party of an unsolicited takeover offer or other acquisition proposal, even if unforeseen or unavoidable, and such Party’s response thereto shall not be deemed an event of Force Majeure.

“Fortive Provider” means Fortive or a Provider that is a member of the Fortive Group.

“Prime Rate” means the rate last quoted as of the time of determination by *The Wall Street Journal* as the “Prime Rate” in the United States or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate as of such time, or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by Fortive) or any similar release by the Federal Reserve Board (as determined by Fortive).

“Provider” means the Party or its Affiliates providing a Service or access to a Facility under this Agreement.

“Ralliant Provider” means Ralliant or a Provider that is a member of the Ralliant Group.

“Recipient” means the Party to whom a Service or access to a Facility is being provided under this Agreement.

“Virus(es)” means any computer instructions (i) that have a material adverse effect on the operation, security or integrity of a computing telecommunications or other digital operating or processing system or environment, including other programs, data, databases, computer libraries and computer and communications equipment, by altering, destroying, disrupting or inhibiting such operation, security or integrity; (ii) that without functional purpose, self-replicate without manual intervention; or (iii) that purport to perform a useful function but which actually either perform a destructive or harmful function, or perform no useful function and utilize substantial computer, telecommunications or memory resources.

Article II

SERVICES, ACCESS TO FACILITIES AND DURATION

Section 2.01 Services. Subject to the terms and conditions of this Agreement, Fortive shall provide (or cause to be provided) to the Ralliant Group all of the

services listed in Schedule 2.01-1 attached hereto (as such Schedule may be amended pursuant to Section 2.04, the “Fortive Provided Services”). Subject to the terms and conditions of this Agreement, Ralliant shall provide (or cause to be provided) to the Fortive Group all of the services listed in Schedule 2.01-2 attached hereto (as such Schedule may be amended pursuant to Section 2.04, the “Ralliant Provided Services”, and collectively with the Fortive Provided Services and any Additional Services, the “Services”).

Section 2.02 Access to Facilities. Subject to the terms and conditions of this Agreement, Fortive shall provide (or cause to be provided) to the Ralliant Group access to the facilities, equipment and software listed in Schedule 2.02-1 attached hereto (as such Schedule may be amended pursuant to Section 2.04, the “Fortive Provided Facilities”). Subject to the terms and conditions of this Agreement, Ralliant shall provide (or cause to be provided) to the Fortive Group access to the facilities, equipment and software listed in Schedule 2.02-2 attached hereto (as such Schedule may be amended pursuant to Section 2.04, the “Ralliant Provided Facilities”, and collectively with the Fortive Provided Facilities and any Additional Facilities, the “Facilities”).

Section 2.03 Duration of Services and Access to Facilities. Subject to Section 6.01 hereof, each of Fortive and Ralliant shall provide or cause to be provided to the respective Recipients each Service or access to each Facility until the expiration of the period set forth next to such Service or Facility on the applicable Schedules hereto or, if no such period is provided with respect to a particular Service or Facility on such Schedules, on the second (2nd) anniversary of the Distribution Date (the “Term”); *provided, however*, to the extent that a Fortive Provider’s ability to provide a Fortive Provided Service or access to a Fortive Provided Facility, as the case may be, is dependent on the continuation of either a Ralliant Provided Service or access to a Ralliant Provided Facility, as the case may be, Fortive’s obligation to provide, or cause to be provided, such Fortive Provided Service or access to such Fortive Provided Facility shall terminate automatically with the termination of such supporting Ralliant Provided Service or access to such supporting Ralliant Provided Facility; *provided, further*, to the extent that a Ralliant Provider’s ability to provide a Ralliant Provided Service or access to a Ralliant Provided Facility, as the case may be, is dependent on the continuation of either a Fortive Provided Service or access to a Fortive Provided Facility, as the case may be, Ralliant’s obligation to provide, or cause to be provided, such Ralliant Provided Service or access to such Ralliant Provided Facility shall terminate automatically with the termination of such supporting Fortive Provided Service or access to such supporting Fortive Provided Facility.

Section 2.04 Additional Services and Access to Additional Facilities. If, within four (4) months after the Distribution Date, Fortive or Ralliant (or the Fortive Transition Manager or Ralliant Transition Manager, as applicable) identifies a service that (a) the Fortive Group provided to the Ralliant Group during the one (1)-year period prior to the Distribution Date that the Ralliant Group reasonably needs in order for the Ralliant Business to continue to operate in substantially the same manner in which the Ralliant Business operated prior to the Distribution Date, and such service was not included in Schedule 2.01-1 (other than because the Parties agreed such services shall not be provided), or (b) the Ralliant Group provided to the Fortive Group prior to the Distribution Date that the Fortive Group reasonably needs in order for the Fortive Group to continue to operate their businesses other than the Ralliant Business (the “Fortive Business”) in substantially the same manner in which such businesses operated prior to the Distribution Date, and such service was not included in Schedule 2.01-2 (other than because the Parties agreed such services shall not be provided), and in each case (i) such service is not an Excluded Service and (ii) the proposed Recipient of such service is unable to reasonably obtain such service from a Third Party, then, in each case, Ralliant and Fortive shall use commercially reasonable efforts to provide, or cause to be provided, such requested services (such additional services, the “Additional Services”). If, within four (4) months after the Distribution Date, Fortive or Ralliant (or the Fortive Transition Manager or Ralliant Transition Manager, as

applicable) identifies access to additional facilities, equipment or software that (x) the Fortive Group provided to the Ralliant Group during the one (1)-year period prior to the Distribution Date that the Ralliant Group reasonably needs in order for the Ralliant Business to continue to operate in substantially the same manner in which the Ralliant Business operated prior to the Distribution Date, and such access was not included in Schedule 2.02-1 (other than because the Parties agreed such access shall not be provided), or (y) the Ralliant Group provided to the Fortive Group prior to the Distribution Date that the Fortive Group reasonably needs in order for the Fortive Business to continue to operate in substantially the same manner in which the Fortive Business operated prior to the Distribution Date, and such access was not included in Schedule 2.02-2 (other than because the Parties agreed such access shall not be provided), and in each case the proposed Recipient of such facilities, equipment or software is unable to reasonably obtain such service from a Third Party, then, in each case, Ralliant and Fortive shall use commercially reasonable efforts to provide, or cause to be provided, such requested access (such additional facilities, equipment and software, the “Additional Facilities”). Unless specifically agreed in writing to the contrary, the Parties shall amend the appropriate Schedule in writing to include such Additional Services or access to Additional Facilities (including the termination date with respect to such services, which, for clarity, shall be no later than the end of the Term) and such Additional Services or access to Additional Facilities shall be deemed Services or access to Facilities, respectively, hereunder, and accordingly, the Party requested to provide such Additional Services or access to Additional Facilities shall provide such Additional Services or access to Additional Facilities, or cause such Additional Services or access to Additional Facilities to be provided, in accordance with the terms and conditions of this Agreement.

Section 2.05 Exception to Obligation to Provide Services or Access to Facilities; Excluded Services.

(a) Notwithstanding anything in this Agreement to the contrary, including Fortive’s and Ralliant’s obligations set forth in Section 2.01 hereof, the relevant Providers shall not be obligated to (and neither Fortive nor Ralliant shall be obligated to cause any Provider to) provide any Services or access to any Facilities if the provision of such Services or access to such Facilities would violate any Law or any Contract to which Fortive, Ralliant, any of Fortive’s or Ralliant’s Affiliates or any of the Providers are subject; provided, however, that Fortive and Ralliant shall comply with Section 7.02 in obtaining any Consents necessary to provide such Services or access to such Facilities.

(b) Notwithstanding anything to the contrary set forth herein, the Services shall in no event include those services set forth on Schedule 2.05(b) (the “Excluded Services”).

Section 2.06 Standard of the Provision of Services or Access to Facilities. The provision of Services and access to Facilities shall be provided in the manner and at a level substantially consistent with that provided by the Providers immediately preceding the Distribution Date. All of the Fortive Provided Services and Fortive Provided Facilities shall be for the sole use and benefit of Ralliant Group, and all of the Ralliant Provided Services and Ralliant Provided Facilities shall be for the sole use and benefit of the Fortive Group; provided that nothing in this Section 2.06 is intended to limit a Provider’s access to or use of its own Facilities except as may be set forth in the applicable Schedule 2.02.

Section 2.07 Change in Services or Access to Facilities. The Providers may from time to time reasonably supplement, modify, substitute or otherwise alter the Services provided and access to the Facilities in a manner that does not materially adversely affect the quality or availability of Services or access to the Facilities or increase the cost of using such Services or accessing such Facilities.

Section 2.08 Subcontractors. A Provider may subcontract any of the Services or portion thereof to any other Person, including any Affiliate of the Provider; provided, however, that such other Person shall be subject to service standards and confidentiality provisions at least equivalent to those set forth herein, and such Provider shall in all cases remain primarily responsible for all of its obligations hereunder with respect to the Services provided by such subcontractor.

Section 2.09 Electronic Access.

(a) To the extent that the performance or receipt of Services or access to Facilities hereunder requires access to a Group's intranet or other internal systems by the other Group (the "Accessing Group"), the Party whose Group intranet or other internal systems is being accessed shall provide or cause to be provided limited access to such systems, subject to policies, procedures and limitations to be determined by such Party. From and after the Distribution Date, a Party shall cause its Accessing Group to comply with all security guidelines (including physical security, network access, internet security, confidentiality and personal data security guidelines) of the other Party, copies of which shall be made available to the Accessing Group upon reasonable request.

(b) While Services and access to Facilities are being provided hereunder, the Parties shall take commercially reasonable measures to ensure that no Virus or similar items are coded or introduced into the Services or Facilities. With respect to Services or access to Facilities provided by third parties, compliance with the applicable agreement with such third party shall be deemed sufficient commercially reasonable measures. If a Virus is found to have been introduced into such Services or Facilities, the Parties hereto shall use commercially reasonable efforts to cooperate and to diligently work together and with each Provider providing the Services or access to Facilities to eliminate the effects of the Virus.

(c) The Parties shall, and shall cause their respective Providers to, exercise reasonable care in providing, accessing and using the Services and Facilities to prevent access to the Services and Facilities by unauthorized Persons.

Article III

COSTS AND DISBURSEMENTS

Section 3.01 Costs and Disbursements.

(a) Each Party (or its designee) shall pay to the other Party providing, or causing to be provided, the applicable Service or access to the applicable Facility a monthly fee for providing such Service or access to such Facility, in each case as set forth therefor in the applicable Schedule hereto (each aggregate fee calculated in accordance with this provision constituting a "Service Charge" and, collectively, the "Service Charges"); provided, however, that a fee for a Service or Facility not provided or made available hereunder for a full month shall be pro-rated for the portion of such month provided or made available. During the Term, the amount of a Service Charge for any Services or access to Facilities shall not increase, except to the extent that there is an increase after the Distribution Date in the costs actually incurred by the Provider in providing such Services or access to Facilities, including as a result of (i) an increase in the amount of such Services or access to Facilities being provided to the Recipient (as compared to the amount of the Services or access to Facilities underlying the determination of a Service Charge), (ii) an increase in the rates or charges imposed by any third-party provider that is providing goods or services used by the Provider in providing the Services or access to Facilities (as compared to the rates or charges underlying a Service Charge), (iii) an increase in the payroll or benefits for any personnel used by the Provider in providing the Services or access

to Facilities, or (iv) any increase in costs relating to any changes requested by the Recipient in the nature of the Services or access to Facilities provided (including relating to newly installed products or equipment or any upgrades to existing products or equipment).

(b) As of or prior to the Distribution Date, the Parties shall mutually agree on a form of invoice to be issued for the aggregate of Service Charges by each Party. Each of Fortive and Ralliant (or any of their respective designees), as applicable, shall deliver invoices to the other Party (or its designees) in accordance with the terms hereof, beginning on or prior to the tenth (10th) day following the first fiscal month end following the Distribution Date and, thereafter, on or prior to the tenth (10th) day following the fiscal month end for each succeeding month or week (in accordance with the terms hereof) for the duration of this Agreement (or with such other frequency as is consistent with the basis on which the Service Charges are determined and, if applicable, charged to Affiliates of each Party) in arrears for the Service Charges due under this Agreement. Each of Fortive or Ralliant (or any of their respective designees) shall pay, or cause to be paid, the amount of such invoice by wire transfer or check to the other Party (or its designees) within fifteen (15) days of the date of such invoice; *provided* that (i) any Contracts that prescribe other payment terms for any other individual Service or access to a Facility shall continue to govern; and (ii) to the extent consistent with past practice with respect to Services or access to Facilities rendered outside the United States, payments may be required in local currency. If Fortive or Ralliant (or any of their respective designees), as applicable, fails to pay such amount by such date, such Party shall be obligated to pay to the other Party providing, or causing to be provided, the Services and access to the Facilities, in addition to the amount due, interest on such amount at a rate per annum equal to the Prime Rate, from time to time in effect, 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.

Section 3.02 Taxes. Except as expressly noted in the applicable Schedule hereto, the fees set forth on the applicable Schedule hereto with respect to each Service or Facility do not include any sales, use, value added, excise, goods and services or similar taxes, charges, fees, levies or imposts (collectively, and together with any interest, penalties or additions to tax imposed with respect thereto, "Service Taxes"). In addition to the amounts required to be paid as set forth on the applicable Schedule hereto or otherwise pursuant to this Agreement, the applicable Recipient (or its designee) (the "Applicable Payor") shall pay and be responsible for and shall promptly reimburse the applicable Provider (or its designee) (the "Applicable Payee") for any Service Taxes imposed on or with respect to such amounts (including by way of withholding or deductions) or the provision of Services or the making available of Facilities to the Recipient hereunder, which reimbursement shall be in addition to such amounts and any other amounts required to be paid pursuant to this Agreement. Any and all payments hereunder shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes; provided, that if the Applicable Payor is required by applicable Law to deduct or withhold any Taxes from such payments, then (a) the Applicable Payor shall make such deductions or withholdings as are required by applicable Law, (b) the Applicable Payor shall timely pay the full amount deducted or withheld to the relevant Governmental Entity and (c) to the extent withholding or deduction is required to be made on account of Taxes, the amount payable by the Applicable Payor to the Applicable Payee shall be increased as necessary so that after all required deductions and withholdings have been made (including deductions or withholdings applicable to additional sums payable hereunder) the Applicable Payee shall receive an amount equal to the sum it would have received had no such deductions or withholdings been made. At the Applicable Payee's request, the Applicable Payor shall provide the Applicable Payee with reasonably satisfactory documentation evidencing payment to the applicable Governmental Entity of any amounts so withheld or deducted. Each of the Parties shall provide to the other, prior to the commencement of any Services or provision of access to Facilities hereunder, a properly completed and duly executed copy of IRS Form W-9.

Section 3.03 Right of Set-Off. Each of Fortive or Ralliant, as applicable, shall pay the full amount of Service Charges and shall not set-off, counterclaim or otherwise withhold any amount owed to the other Party under this Agreement, on account of any obligation owed by the other Party to Fortive or Ralliant, as applicable, under this Agreement, the Separation Agreement or any other Ancillary Agreement that has not been finally adjudicated, settled or otherwise agreed upon by the Parties in writing; *provided, however*, that Fortive or Ralliant, as applicable, shall be permitted to assert a set-off right with respect to any obligation that has been so finally adjudicated, settled or otherwise agreed upon by the Parties in writing against amounts owed by the other Party under this Agreement.

Article IV

WARRANTIES AND COMPLIANCE; LIMITATION OF LIABILITY

Section 4.01 Disclaimer of Warranties. Except as expressly set forth herein, the Parties acknowledge and agree that (a) the Services and Facilities are provided as-is, (b) the Recipients assume all risks and Liability arising from or relating to their use of and reliance upon the Services and the Facilities and (c) each Party and their respective Providers make no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY AND THEIR RESPECTIVE PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES AND THE FACILITIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, MISAPPROPRIATION, COMMERCIAL UTILITY, OR MERCHANTABILITY OR FITNESS OF THE SERVICES AND FACILITIES FOR A PARTICULAR PURPOSE.

Section 4.02 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EACH PARTY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED OBLIGATION OR WARRANTY WITH RESPECT TO THE SERVICES THAT COULD BE CONSTRUED TO REQUIRE PROVIDER TO DELIVER SERVICES HEREUNDER IN SUCH A MANNER TO ALLOW A RECIPIENT TO ITSELF COMPLY WITH ANY LAW APPLICABLE TO THE ACTIONS OR FUNCTIONS OF SUCH RECIPIENT (OR ITS AFFILIATES).

Section 4.03 Limitations of Liability.

(a) NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY HERETO OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, MORAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, LOSS OF USE, CLAIMS OF THIRD PARTIES OR LOST PROFITS, REVENUES OR OPPORTUNITIES OR LOST OR DELAYED GENERATION OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES OR ANY LOSSES CALCULATED BASED ON A MULTIPLE OF REVENUES, EARNINGS OR OTHER ECONOMIC OR FINANCIAL MEASURE BY THE OTHER PARTY OR ANY THIRD PARTY), ARISING IN ANY MANNER OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ITS PERFORMANCE OR BREACH HEREOF, OR INCIDENT TO ANY RECIPIENT'S OR THIRD PARTY'S USE OF (OR ANY INABILITY TO USE) THE SERVICES OR ANY OTHER INFORMATION OR MATERIALS PROVIDED TO THE RECIPIENTS HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS

BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH LOSSES.

(b) In no event will either Party's maximum aggregate liability to the other Party or any of its Affiliates or Representatives for any and all claims arising out of or in connection with this Agreement, its termination, or expiration, whether in contract, tort or otherwise, be greater than an amount equal to the aggregate Service Charges received by the Parties in the preceding three (3) months as of the time of calculation, (or (i) if, as of the time of calculation, this Agreement has been in effect for less than three (3) months, the period from the Distribution Date until the time of calculation, or (ii) if, as of the time of calculation, this Agreement has been terminated pursuant to Section 6.01, the three (3) months prior to such termination).

Article V

INDEMNIFICATION

Section 5.01 Indemnification by Recipient. Each Party as Recipient shall indemnify, defend, save and hold harmless the Providers and any of their personnel, successors and assigns (collectively, the "Provider Indemnified Parties"), from and against any and all losses, damages, liabilities, claims, costs and expenses (collectively, "Losses") to the extent resulting from or arising out of any third party claim to the extent resulting from or arising out of the subject matter of this Agreement or any operations or activities of the Recipient affected by the Services provided to it, including the use of (or inability to use) the Services, except to the extent resulting from or arising out of the Provider's gross negligence or intentional misconduct in the provision of Services by the Provider hereunder.

Section 5.02 Indemnification by Provider. Each Party as Provider shall indemnify, defend, save and hold harmless the Recipients and any of their personnel, successors and assigns (collectively, the "Recipient Indemnified Parties" and, together with the Provider Indemnified Parties, the "Indemnified Parties"), from and against any and all Losses to the extent resulting from or arising out of any third party claim to the extent resulting from or arising out of the Provider's gross negligence or intentional misconduct in the provision of Services by the Provider hereunder.

Section 5.03 Indemnification Procedures. The Indemnified Party shall provide the Party providing indemnification (the "Indemnifying Party") with reasonably prompt notice concerning the existence of the indemnifiable event, grant authority to the Indemnifying Party to defend or settle any related action or claim, and provide, at the Indemnifying Party's expense, such information, cooperation and assistance to the Indemnifying Party as may be reasonably necessary for the Indemnifying Party to defend or settle the claim or action; provided that failure to comply with the foregoing shall not constitute a waiver of the right to indemnification and shall affect the Indemnifying Party's indemnification obligations only to the extent that it is prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein, the Indemnified Party (a) may participate, at its own expense, in any defense and settlement directly or through counsel of its choice and (b) will not enter into any settlement agreement on terms that would impact the Indemnifying Party's rights or obligations, without the prior written consent of the Indemnifying Party.

Article VI

TERMINATION

Section 6.01 Termination.

(a) Notwithstanding Section 2.03, this Agreement may be terminated earlier by Fortive: (i) if Ralliant, any Ralliant Provider or any of the Ralliant Group are in material breach of the terms of this Agreement and such breach is not corrected within thirty (30) days of a written notice from Fortive or the Fortive Transition Manager of such breach; (ii) immediately upon written notice from Fortive or the Fortive Transition Manager, with respect to any Fortive Provided Service or access to any Fortive Provided Facility, if the continued performance of such Fortive Provided Service or the provision of access to such Fortive Provided Facility would be a violation of any Law or any Contract in effect prior to the Distribution Date; or (iii) upon any failure of Ralliant to pay any outstanding Service Charge due to Fortive, except to the extent any part of an outstanding Service Charge is not paid due to a good faith dispute of such Service Charge by Ralliant.

(b) Notwithstanding Section 2.03, this Agreement may be terminated earlier by Ralliant: (i) if Fortive or any Fortive Provider or any of the Fortive Group is in material breach of the terms of this Agreement and such breach is not corrected within thirty (30) days of a written notice from Ralliant or the Ralliant Transition Manager of such breach; (ii) immediately upon written notice from Ralliant or the Ralliant Transition Manager, with respect to any Ralliant Provided Service or access to any Ralliant Provided Facility, if the continued performance of such Ralliant Provided Service or the provision of access to such Ralliant Provided Facility would be a violation of any Law or any Contract in effect prior to the Distribution Date; or (iii) upon the failure of Fortive to pay any outstanding Service Charge due to Ralliant, except to the extent any part of an outstanding Service Charge is not paid due to a good faith dispute of such Service Charge by Fortive.

(c) Without prejudice to any rights with respect to a Force Majeure: (i) a Recipient may from time to time terminate this Agreement with respect to any Service or access to Facility, in whole but not in part: (A) for any reason or no reason upon providing at least thirty (30) days' prior written notice to the Transition Manager of the Provider of such termination (unless a longer notice period is specified in the Schedules attached hereto or in a third party Contract to provide Services or access to Facilities); (B) if the Provider of such Service or Facilities has failed to perform any of its material obligations under this Agreement with respect to such Service or access to Facility, and such failure shall continue to exist thirty (30) days after receipt by the Provider's Transition Manager of written notice of such failure from the Recipient's Transition Manager; or (C) immediately upon mutual written agreement of the Parties; and (ii) a Provider may terminate this Agreement with respect to one or more Services or access to Facilities, in whole but not in part, at any time upon prior written notice to the Recipient's Transition Manager if the Recipient has failed to perform any of its material obligations under this Agreement relating to such Services or access to Facilities, and such failure shall be continued uncured for a period of thirty (30) days after receipt by the Recipient's Transition Manager of a written notice of such failure from the Provider's Transition Manager. The relevant Schedule shall be updated to reflect any terminated Service. In the event that the effective date of the termination of any Service or access to Facility is a day other than at the end of a month, the Service Charge associated with such Service or access to Facility shall be pro-rated appropriately.

(d) A Recipient may from time to time request a reduction in part of the scope or amount of any Service or access to Facility. If requested to do so by the Recipient's Transition Manager, the other Party, through its Transition Manager agrees to discuss in good faith appropriate reductions to the relevant Service Charges in light of all relevant factors including the costs and benefits to the Provider of any such reductions. The relevant Schedule shall be updated to reflect any reduced Service agreed to in writing by the Parties. In the event that any Service or access to Facility is so reduced other than at the end of a month, the Service Charge associated with such Service or access to Facility for the month in which such Service or access to Facility is reduced shall be pro-rated appropriately.

(e) To the extent that a Recipient is not in compliance with Section 7.01(b) and such non-compliance remains unremedied for a period of ten (10) days, the Provider may terminate the provision of any Services or access to Facilities provided under such third party Contract.

Section 6.02 Effect of Termination.

(a) Upon termination of any Service or access to any Facility pursuant to this Agreement, the Provider of the terminated Service or access to the Facility or its Affiliate shall have no further obligation to provide the terminated Service or access to the Facility, and Fortive or Ralliant, as applicable, shall have no obligation to pay any Service Charges relating to any such Service or access to such Facility; provided that Fortive or Ralliant, as applicable, shall remain obligated to the other Party for the Service Charges owed and payable in respect of Services or access to Facilities provided prior to the effective date of termination. In connection with termination of any Service or access to any Facility, the provisions of this Agreement not relating solely to such terminated Service or access to such Facility shall survive any such termination.

(b) In connection with a termination of this Agreement, Article IV, Article V, this Section 6.02, Article VIII, and Liability for all due and unpaid Service Charges shall continue to survive indefinitely.

Section 6.03 Force Majeure.

(a) No Party (or any Person acting on its behalf) shall have any Liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided that (i) such Party (or such Person) shall have exercised commercially reasonable efforts to minimize the effect of Force Majeure on its obligations; and (ii) the nature, quality and standard of care that the Provider shall provide in delivering a Service or providing access to a Facility after a Force Majeure shall be substantially the same as the nature, quality and standard of care that the Provider provides prior to the Force Majeure. In the event of an occurrence of a Force Majeure, the Party whose performance is affected thereby shall give notice of suspension as soon as reasonably practicable to the other stating the date and extent of such suspension and the cause thereof, and such Party shall resume the performance of such obligations as soon as reasonably practicable after the removal of the cause, and if the Provider is the Party so prevented then the Recipient shall not be obligated to pay the Service Charge for a Service or Facility to the extent and for so long as such Service or Facility is not made available to the Recipient hereunder as a result of such Force Majeure.

(b) During the period of a Force Majeure, the Recipient shall be entitled to seek an alternative service provider at its own cost with respect to such Services or access to such Facilities and Fortive or Ralliant, as applicable, shall be entitled to permanently terminate such Services or access to such Facilities (and shall be relieved of the obligation to pay Service Charges for the provision of such Services or access to such Facilities throughout the duration of such Force Majeure or, in the event of such permanent termination, thereafter) if a Force Majeure shall continue to exist for more than fifteen (15) consecutive days.

Article VII

MANAGEMENT AND CONTROL

Section 7.01 Cooperation.

(a) During the Term, each Party shall, and shall cause its Affiliate Recipients to, use its commercially reasonable efforts to cooperate with the relevant Provider and its Affiliates with respect to such Provider providing the Services and access to the Facilities and responding to such Provider's reasonable requests for information related to the functionality or operation of the Services and Facilities. Neither Party nor any of its Affiliates shall knowingly take any action which would substantially interfere with or substantially increase the cost of the other Party providing (or causing to be provided) any of the Services or access to the Facilities. After the Distribution Date, each Party and its Affiliates shall use its commercially reasonable efforts to enable the other Party or its Affiliates to provide the Services and access the Facilities as soon as possible after the Distribution Date. Without limiting the foregoing, each Party shall provide the relevant Provider with reasonable access (during reasonable business hours) to (i) records related to the provision of the Services and access to the Facilities; and (ii) the relevant Party's personnel and facilities for the purpose of training and consultation with respect to the Services and access to Facilities.

(b) To the extent the Parties or a member of their respective Group have entered into any third party Contracts in connection with any of the Services or access to the Facilities, the Recipients shall comply with the terms of such Contract to the extent the Recipients or their Ralliant Transition Manager or Fortive Transition Manager, as applicable, have been informed of such terms.

01. Required Consents. Each Party shall use commercially reasonable efforts to obtain any and all third party Consents necessary or advisable to allow the relevant Provider to provide the Services and access to the Facilities (the "Required Consents"); provided, however, that the costs of such third party Consents shall be paid by the Recipient of such Services and access to such Facilities. Each Party shall provide written evidence of receipt of Required Consents to the other Party upon such other Party's request.

Section 7.03 Primary Points of Contact for Agreement.

(a) Appointment and Responsibilities. Each Party shall appoint an individual to act as the primary point of operational contact for the administration and operation of this Agreement, as follows:

(i) Ralliant shall appoint an individual as the primary point of operational contact pursuant to this Section 7.03(a) (the "Ralliant Transition Manager"), who shall initially be *[intentionally omitted]*, and who shall have overall operational responsibility for coordinating, on behalf of Ralliant, all activities undertaken by Ralliant and its Providers, Affiliates and Representatives hereunder, including the performance of Ralliant's obligations hereunder, the coordinating of the provision of the Ralliant Provided Services and access to the Ralliant Provided Facilities with Fortive, acting as a day-to-day contact with Fortive Transition Manager and making available to Fortive the data, facilities, resources and other support services from Ralliant required for Fortive Providers to be able to provide the Fortive Provided Services and access to the Fortive Provided Facilities in accordance with the requirements of this Agreement. Ralliant may change Ralliant Transition Manager from time to time upon written notice to Fortive. Ralliant shall use commercially reasonable efforts to provide at least thirty (30) days' prior written notice of any such change.

(ii) Fortive shall appoint an individual as the primary point of operational contact pursuant to this Section 7.03(a) (the "Fortive Transition Manager" and each of the Ralliant Transition Manager and the Fortive Transition Manager, a "Transition Manager"), who shall initially be *[intentionally*

omitted] until November 1, 2025 and thereafter shall be *[intentionally omitted]*, and who shall have overall operational responsibility for coordinating, on behalf of Fortive, all activities undertaken by Fortive and its Providers, Affiliates and Representatives hereunder, including the performance of Fortive's obligations hereunder, the coordinating of the provision of the Fortive Provided Services and access to the Fortive Provided Facilities with Ralliant, acting as a day-to-day contact with Ralliant Transition Manager and making available to Ralliant the data, facilities, resources and other support services from Fortive required for Ralliant Providers to be able to provide the Ralliant Provided Services and access to the Ralliant Provided Facilities in accordance with the requirements of this Agreement. Fortive may change Fortive Transition Manager from time to time upon written notice to Ralliant. Fortive shall use commercially reasonable efforts to provide at least thirty (30) days' prior written notice of any such change.

(b) Review Meetings. Fortive Transition Manager and Ralliant Transition Manager shall meet either via telephone or video conference or as otherwise agreed between Fortive Transition Manager and Ralliant Transition Manager at least monthly to review Fortive's and Ralliant's provision of the Services and access to the Facilities as required under this Agreement.

Section 7.04 Steering Committee.

(a) Size and Composition. Fortive shall appoint three (3) members of its management staff, who shall initially be *[intentionally omitted]*, and Ralliant shall appoint three (3) members of its management staff to serve on a steering committee, who shall initially be *[intentionally omitted]* (the "Steering Committee"). Either Party may change its Steering Committee members from time to time upon written notice to the other Party; *provided, however*, that Fortive Transition Manager and Ralliant Transition Manager shall at all times remain as members of the Steering Committee. In addition, the Parties may mutually agree to increase or decrease the size, purpose or composition of the Steering Committee in an effort for the Providers to better provide, and for the Recipients to better utilize, the Services and access to the Facilities. The Steering Committee shall disband automatically upon termination of this Agreement in accordance with its terms.

(b) Responsibilities. The Steering Committee's responsibilities include:

- (i) generally overseeing the performance of each Party's obligations under this Agreement; and
- (ii) making, and providing continuity for making, decisions for the Recipients with respect to the establishment, prioritization and use of the Services and access to the Facilities.

(c) Meetings. The Steering Committee shall meet once a month or with such other frequency as mutually agreed by the Parties. Each Steering Committee meeting shall be via telephone or video conference or as otherwise agreed by the members of the Steering Committee.

Section 7.05 Personnel.

(a) The Provider of any Service or access to any Facility shall make available to the Recipient of such Service or access to such Facility such personnel as may be reasonably necessary to provide such Service, in accordance with such Provider's standard

business practices. The Provider shall have the right, in its reasonable discretion, to (i) designate which personnel it will assign to perform such Service, and (ii) remove and replace such personnel at any time.

(b) The Provider of any Service or Facility shall be solely responsible for all salary, employment and other benefits of and Liabilities relating to the employment of persons employed by such Provider. In performing their respective duties hereunder, all such employees and representatives of any Provider shall be under the direction, control and supervision of such Provider, and such Provider shall have the sole right to exercise all authority with respect to the employment (including termination of employment), assignment and compensation of such employees and representatives.

02. No Agency. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any Party or its Affiliates acting as an agent of another unaffiliated Person in the conduct of such other Person's business. A Provider of any Service or access to any Facility hereunder shall act as an independent contractor and not as the agent of the Recipient or its Affiliates in performing such Service or providing access to such Facility.

03. Data Processing. The provisions of the Addenda attached hereto as Exhibit A and Exhibit B, as applicable, shall govern the Processing of the Personal Data of the other Party in connection with the provision of Services hereunder.

Article VIII

MISCELLANEOUS

Section 8.01 Treatment of Confidential Information.

(a) The provisions of Section 6.5 of the Separation Agreement shall govern the treatment of Confidential Information hereunder.

(b) Each Party shall comply with all applicable state, federal and foreign privacy and data protection Laws that are or that may in the future be applicable to the provision of Services hereunder.

Section 8.02 Entire Agreement; Construction. This Agreement, including the Exhibits and Schedules hereto, 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 conflict or inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail. In the event of any conflict or inconsistency between this Agreement and the Tax Matters Agreement, the terms and conditions of the Tax Matters Agreement shall govern.

Section 8.03 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, 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 8.04 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email or by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) to the respective Parties at the following

addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.04):

To Fortive:

Fortive Corporation
6920 Seaway Blvd.
Everett, WA 98203
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

To Ralliant:

Ralliant Corporation
4000 Center at North Hills Street
Suite 430
Raleigh, NC 27609
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

Section 8.05 Waivers. 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 its Group). 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 or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.06 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (i) an Affiliate of a Party or (ii) a bona fide third

party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant Party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party; provided, however, that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 8.06 shall release the assigning Party from Liability for the full performance of its obligations under this Agreement.

Section 8.07 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 assigns.

Section 8.08 Payment Terms. Without the consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by either Fortive or Ralliant under this Agreement shall be made in US Dollars. Except as expressly provided herein, any amount which is not expressed in US Dollars shall be converted into US Dollars by using the exchange rate published on Bloomberg at 5:00 pm Eastern time (ET) on the day before the relevant date or in *The Wall Street Journal* on such date if not so published on Bloomberg.

Section 8.09 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 Distribution Date, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 8.10 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, Liability, reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement.

Section 8.11 Titles and Headings. Titles and headings to Articles and 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 8.12 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.

Section 8.13 Governing Law. This Agreement and any dispute arising 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 8.14 Dispute Resolution. The provisions of Article VIII of the Separation Agreement shall govern any Dispute under or in connection with this Agreement.

Section 8.15 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8.16 Interpretation.

(a) The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

(b) When a reference is made in this Agreement to an Article, Section or Exhibit such reference shall be to an Article or Section of, or Exhibit to, this Agreement unless otherwise indicated. Wherever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to “dollar” or “\$” contained herein are to United States Dollars (unless otherwise specified). The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

FORTIVE CORPORATION

By: /s/ Olumide Soroye

Name: Olumide Soroye

Title: President and Chief Executive Officer of Intelligent Operating Solutions and
Advanced Healthcare Solutions Segment

RALLIANT CORPORATION

By: /s/ Tamara S. Newcombe

Name: Tamara S. Newcombe

Title: President and Chief Executive Officer

INTELLECTUAL PROPERTY MATTERS AGREEMENT

by and between

FORTIVE CORPORATION

and

RALLIANT CORPORATION

Dated as of June 27, 2025

INTELLECTUAL PROPERTY MATTERS AGREEMENT

This INTELLECTUAL PROPERTY MATTERS AGREEMENT (this “Agreement”), dated as of June 27, 2025, is entered into by and between Fortive Corporation (“Fortive”), a Delaware corporation, and Ralliant Corporation (“Ralliant”), a Delaware corporation. “Party” or “Parties” means Fortive or Ralliant, individually or collectively, as the case may be.

WITNESSETH:

WHEREAS, the Parties have entered into that certain Separation and Distribution Agreement, dated as of the date hereof (the “Separation Agreement”); and

WHEREAS, as of the Distribution Date, the Fortive Group may own certain intellectual property rights that are used in or practiced by the conduct of the Ralliant Business as of the Distribution Date, and the Ralliant Group may own certain intellectual property rights that are used in or practiced by the Fortive Retained Businesses as of the Distribution Date, and Fortive wishes to grant to Ralliant, and Ralliant wishes to grant to Fortive, a license to such intellectual property rights in accordance with the terms hereof.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

Agreement.

(a) Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the Separation

(b) The following capitalized terms used in this Agreement shall have the meanings set forth below:

“Copyrights” means copyrights and any similar Intellectual Property in any copyrightable subject matter, excluding Know-How.

“FBS” has the meaning set forth in the FBS License Agreement.

“Fortive Field of Use” means the current and future businesses of the Fortive Group.

“Fortive Licensed Copyrights” means the Copyrights that are (a) owned or Licensable by the Fortive Group as of the Distribution Date and (b) used in the Ralliant Business as of the Distribution Date.

“Fortive Licensed IP” means the Fortive Licensed Copyrights, Fortive Licensed Know-How and Fortive Licensed Patents, excluding any rights in or to any Trademarks, FBS or Solutions.

“Fortive Licensed Know-How” means the Know-How that is (a) owned or Licensable by the Fortive Group as of the Distribution Date and (b) used in the Ralliant Business as of the Distribution Date.

“Fortive Licensed Patents” means (a) the Patents that are (i) owned or Licensable by the Fortive Group as of the Distribution Date and (ii) used in the Ralliant Business as of the Distribution Date, and (b) all Valid Claims of other Patents that are owned by the Fortive Group that claim priority to the Patents described in the foregoing clause (a).

“Know-How” means trade secrets, and all other confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies, but in each case excluding Patents.

“Licensable” means, with respect to any Intellectual Property, the right to grant sublicenses to a Person within the scope of the licenses set forth in Section 2.01 or Section 2.02, as applicable, without (a) the requirement to obtain consent from, give notice to, or take any other action with respect to any Third Party or (b) incurring fees, royalties, Liabilities or other costs in connection with such sublicense.

“Licensed IP” means (a) the Ralliant Licensed IP, as licensed to Fortive hereunder, and (b) the Fortive Licensed IP, as licensed to Ralliant hereunder.

“Licensee” means (a) Ralliant, with respect to the Fortive Licensed IP, and (b) Fortive, with respect to the Ralliant Licensed IP.

“Licensor” means (a) Ralliant, with respect to the Ralliant Licensed IP, and (b) Fortive, with respect to the Fortive Licensed IP.

“Licensor IP” means (a) with respect to Ralliant, the Ralliant Licensed IP, and (b) with respect to Fortive, the Fortive Licensed IP.

“Solutions” has the meaning set forth in the Fort Solutions License Agreement.

“Ralliant Field of Use” means the current and future businesses of the Ralliant Group.

“Ralliant Licensed Copyrights” means the Copyrights that are (a) owned or Licensable by the Ralliant Group as of the Distribution Date and (b) used in the Fortive Retained Business as of the Distribution Date.

“Ralliant Licensed IP” means the Ralliant Licensed Copyrights, Ralliant Licensed Know-How and Ralliant Licensed Patents.

“Ralliant Licensed Know-How” means the Know-How that is (a) owned or Licensable by the Ralliant Group as of the Distribution Date and (b) used in the Fortive Retained Business as of the Distribution Date.

“Ralliant Licensed Patents” means (a) the Patents that are (i) owned or Licensable by the Ralliant Group as of the Distribution Date and (ii) used in the Fortive Retained Business as of the Distribution Date, and (b) all Valid Claims of other Patents that are owned by the Ralliant Group that claim priority to the Patents described in the foregoing clause (a).

“Valid Claim” means a claim of an issued and unexpired Patent that (a) has not been revoked or held unenforceable or invalid by a decision of a court or other Governmental Entity of competent jurisdiction from which no appeal can be taken or has been taken within the time allowed for appeal and (b) has not been abandoned, disclaimed, denied or admitted to be invalid or unenforceable through reissue or disclaimer or otherwise in such country.

ARTICLE II

GRANTS OF RIGHTS

Section 2.01 License to Ralliant of Fortive Licensed IP. Subject to the terms and conditions of this Agreement, Fortive hereby grants, and shall cause its Affiliates to grant, to Ralliant a non-exclusive, royalty-free, fully paid-up, irrevocable, sublicensable (in connection

with activities in the Ralliant Field of Use by Ralliant and its Affiliates but not for the independent use of Third Parties) and worldwide license to the Fortive Licensed IP in the Ralliant Field of Use (“Ralliant License”). Subject to the terms and conditions of this Agreement, the Ralliant License shall include the right to exercise any and all rights in the Fortive Licensed IP in the Ralliant Field of Use, including the right to use, practice, copy, perform, render, develop, modify and make derivative works of the Fortive Licensed IP within the Ralliant Field of Use and to make, have made, use, sell, offer for sale, export and import any products, services or technologies, in each case with respect to the Ralliant Field of Use.

Section 2.02 License to Fortive of Ralliant Licensed IP. Subject to the terms and conditions of this Agreement, Ralliant hereby grants, and shall cause its Affiliates to grant, to Fortive a non-exclusive, royalty-free, fully paid-up, irrevocable, sublicensable (in connection with activities in the Fortive Field of Use by Fortive and its Affiliates but not for the independent use of Third Parties) and worldwide license to the Ralliant Licensed IP solely within the Fortive Field of Use (“Fortive License”). Subject to the terms and conditions of this Agreement, the foregoing license shall include the right to exercise any and all rights in the Ralliant Licensed IP in the Fortive Field of Use, including the right to use, practice, copy, perform, render, develop, modify and make derivative works of the Ralliant Licensed IP within the Fortive Field of Use and to make, have made, use, sell, offer for sale, export and import any products, services or technologies, in each case with respect to the Fortive Field of Use.

Section 2.03 Limitations. Notwithstanding anything to the contrary herein, the licenses hereunder are subject to any rights of or obligations owed to any Third Party under any Contracts existing as of the Distribution Date between Licensor or its Affiliates and any such Third Party.

Section 2.04 Reservation of Rights. Each Party reserves its and its Affiliates’ rights in and to all Intellectual Property that is not expressly licensed hereunder. Without limiting the foregoing, this Agreement and the licenses and rights granted herein do not, and shall not be construed to, confer any rights upon either Party, its Affiliates or its sublicensees by implication, estoppel, or otherwise as to any of the other Party’s or its Affiliates’ Intellectual Property, except as otherwise expressly set forth herein.

Section 2.05 FBS and Solutions. Notwithstanding anything to the contrary herein, no rights under or with respect to FBS or any Solutions are granted pursuant to this Agreement.

ARTICLE III

INTELLECTUAL PROPERTY OWNERSHIP

Section 3.01 Ownership.

(a) As between the Parties, Licensee acknowledges and agrees that (i) Licensor owns the Licensor IP, (ii) none of Licensee, its Affiliates or its sublicensees, will

acquire any rights in the Licensor IP, except for the licenses and sublicenses granted pursuant to Sections 2.01 and 2.02, and (iii) Licensee shall not, and shall cause its Affiliates and its sublicensees to not, represent that they have an ownership interest in any of the Licensor IP.

(b) As between the Parties, each Party shall own all improvements and modifications made by or on behalf of such Party with respect to the Licensed IP; provided that, with respect to Licensee, such improvements and modifications shall not include, and shall be subject to the provisions of this Agreement as they concern, the Licensed IP to which such improvements or modifications are made.

ARTICLE IV

PROSECUTION, MAINTENANCE AND ENFORCEMENT

Section 4.01 Responsibility. Subject to Section 4.02, Licensor shall be solely responsible for filing, prosecuting, and maintaining all Patents within the Licensor IP, in Licensor's sole discretion. Licensor shall be responsible for any costs associated with filing, prosecuting and maintaining such Patents.

Section 4.02 Defense and Enforcement. Licensor shall have the sole right, but not the obligation, to elect to bring an Action or enter into settlement agreements regarding the Licensor IP, at Licensor's sole cost and expense.

Section 4.03 No Additional Obligations. This Agreement shall not obligate either Party to disclose or deliver to the other Party, or maintain, register, prosecute, pay for, enforce or otherwise manage any Intellectual Property, except as expressly set forth herein.

ARTICLE V

DISCLAIMERS; LIMITATIONS ON LIABILITY AND REMEDIES

Section 5.01 Disclaimer of Warranties. Except as expressly set forth herein, the Parties acknowledge and agree that (a) the Licensor IP is provided as-is, (b) the Licensee assumes all risks and Liability arising from or relating to its use of and reliance upon the Licensor IP and (c) each Party makes no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE LICENSOR IP, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, MISAPPROPRIATION, COMMERCIAL UTILITY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 5.02 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING

ANYTHING HEREIN TO THE CONTRARY, EACH PARTY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED OBLIGATION OR WARRANTY WITH RESPECT TO THE LICENSOR IP THAT COULD BE CONSTRUED TO REQUIRE LICENSOR TO PROVIDE LICENSOR IP HEREUNDER IN SUCH A MANNER TO ALLOW LICENSEE TO ITSELF COMPLY WITH ANY LAW APPLICABLE TO THE ACTIONS OR FUNCTIONS OF SUCH LICENSEE (OR ITS AFFILIATES).

ARTICLE VI

TERM

Section 6.01 Term. The term of this Agreement shall commence as of the Distribution Date and shall continue in perpetuity until there no longer exists any valid or enforceable Licensed IP. This Agreement may not be terminated unless agreed to in writing by the Parties.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Entire Agreement; Construction. This Agreement 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 conflict between this Agreement and the Tax Matters Agreement, the terms and conditions of the Tax Matters Agreement shall govern.

Section 7.02 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, 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 7.03 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email (followed by delivery of an original via overnight courier service) or by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 7.03):

To Fortive:

Fortive Corporation
6920 Seaway Blvd.
Everett, WA 98203
Attn: General Counsel
E-mail: *[Intentionally omitted]*

with a copy (which shall not constitute notice) to:
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

To Ralliant:

Ralliant Corporation
4000 Center at North Hills Street
Suite 430
Raleigh, NC 27609
Attn: General Counsel
E-mail: *[Intentionally omitted]*

with a copy (which shall not constitute notice) to:
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

Section 7.04 Waivers. 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 its Group). 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 or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 7.05 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable, in whole or in part, to (i) an Affiliate of a Party or (ii) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of assets of a Party or its Affiliates related to this Agreement so long as the resulting, surviving

or transferee entity assumes all the obligations of the relevant Party; provided, however, that in the case of each of the preceding clauses (i) and (ii), no assignment permitted by this Section 7.05 shall release the assigning Party from Liability for the full performance of its obligations under this Agreement.

Section 7.06 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 assigns.

Section 7.07 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 Distribution Date, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 7.08 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon Third Parties any remedy, claim, Liability, reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement.

Section 7.09 Titles and Headings. Titles and headings to Articles and 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 7.10 Governing Law. This Agreement and any dispute arising 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 7.11 Dispute Resolution. The provisions of Article VIII of the Separation Agreement shall govern any Dispute under or in connection with this Agreement.

Section 7.12 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 7.13 Interpretation.

(a) The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

(b) When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Wherever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

FORTIVE CORPORATION

By: /s/ Olumide Soroye

Name: Olumide Soroye

Title: President and Chief Executive Officer of Intelligent Operating Solutions and
Advanced Healthcare Solutions Segment

RALLIANT CORPORATION

By: /s/ Tamara S. Newcombe

Name: Tamara S. Newcombe

Title: President and Chief Executive Officer

[Intellectual Property Matters Agreement Signature Page]

FBS LICENSE AGREEMENT

by and between

FORTIVE CORPORATION

and

RALLIANT CORPORATION

Dated as of June 27, 2025

FBS LICENSE AGREEMENT

This FBS LICENSE AGREEMENT (this “Agreement”), dated as of June 27, 2025, is entered into by and between Fortive Corporation (“Fortive”), a Delaware corporation, and Ralliant Corporation (“Ralliant”), a Delaware corporation. “Party” or “Parties” means Fortive or Ralliant, individually or collectively, as the case may be.

WHEREAS, the Parties have entered into that certain Separation and Distribution Agreement, dated as of the date hereof (the “Separation Agreement”);

WHEREAS, Fortive owns the FBS (as defined below), which is used in the Ralliant Business and in the other businesses of Fortive as of the date hereof;

WHEREAS, the FBS includes certain trade secrets, know-how and other Intellectual Property of the Fortive Group; and

WHEREAS, Ralliant desires to obtain a license to use the FBS for its own business purposes on the terms set forth herein.

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

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms.

(a) Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the Separation Agreement.

(b) The following capitalized terms used in this Agreement shall have the meanings set forth below:

“FBS” means the Fortive Business System in existence as of the Distribution Date, which is a set of proprietary tools, processes, methodologies, practices and related training materials developed by or for and owned by the Fortive Group that are designed to continuously improve business management and performance in the critical areas of quality, delivery, cost, growth and innovation.

“FBS Confidential Information” means all Confidential Information and materials forming part of the FBS.

“Fortive Improvements” means any Improvement made by or on behalf of the Fortive Group.

“Improvement” means any modification, enhancement or improvement to the FBS made by or on behalf of either Party or such Party’s Group.

“Ralliant Improvements” means any Improvement made by or on behalf of the Ralliant Group.

ARTICLE II

LICENSE GRANT

Section 2.01 License to Ralliant. Subject to the terms and conditions of this Agreement, Fortive hereby grants to Ralliant a worldwide, non-exclusive, non-transferable (other than pursuant to Section 8.05), royalty-free, fully paid-up, perpetual license to use, modify, enhance and improve the FBS solely for the business purposes of the Ralliant Group with respect to any current or future business of the Ralliant Group. The foregoing license shall be sublicenseable solely (a) to other members of the Ralliant Group (for clarity, for only so long as such Persons remain Affiliates of Ralliant), and (b) to third parties to the extent reasonably necessary to support the business of the Ralliant Group and subject to appropriate confidentiality and non-use obligations.

Section 2.02 Unblocking License. If and to the extent that either Party or any of such Party’s Affiliates obtains any issued patent that claims any Improvement developed by or on behalf of such Party or its Affiliates within two (2) years immediately following the Distribution Date, such Party hereby grants, and shall cause its Affiliates to grant, to the other Party a worldwide, non-exclusive, non-transferable (other than pursuant to Section 8.05), royalty-free, fully paid-up, perpetual license under such issued patent claims to make, have made, import, use, modify, enhance and improve any of its own Improvements, solely for its and its Affiliates’ own internal business purposes. The foregoing license shall be sublicenseable by each Party solely (a) to Affiliates of such Party (for clarity, for only so long as such Persons remain Affiliates of such Party), and (b) to third parties to the extent reasonably necessary to support the business of such Party and its Affiliates and subject to appropriate confidentiality and non-use obligations. For the avoidance of doubt, nothing in this Agreement requires either Party to deliver or disclose to the other Party any Improvements.

ARTICLE III

INTELLECTUAL PROPERTY RIGHTS

Section 3.01 Fortive Ownership. The Parties acknowledge and agree that, as between the Parties, Fortive is the owner of all right, title and interest in the FBS and all Intellectual Property therein. Fortive shall retain the entire right, title and interest in and to the FBS and any Fortive Improvements, and all rights in Intellectual Property therein or thereto. For the avoidance of doubt, Fortive shall have the sole right to defend and enforce any and all Intellectual Property covering the FBS or any Fortive Improvements.

Section 3.02 Ralliant Ownership. Ralliant shall retain the entire right, title and interest in and to any Ralliant Improvements, and all rights in Intellectual Property therein or thereto. For the avoidance of doubt, Ralliant shall have the sole right to defend and enforce any and all Intellectual Property covering any Ralliant Improvements.

ARTICLE IV

FBS CONFIDENTIAL INFORMATION

Section 4.01 Treatment of FBS Confidential Information. Ralliant shall (and shall cause each member of its respective Group to) maintain the FBS Confidential Information in confidence, and shall not (and shall cause each member of the Ralliant Group not to) disclose, divulge or otherwise communicate such FBS Confidential Information to any person who is not employed by or a director of a member of the Ralliant Group, or use it for any purpose, except pursuant to, and in order to exercise its rights as granted under this Agreement (including the granting of sublicenses in accordance with Article II, subject to confidentiality obligations at least as strict as those set forth herein), and hereby agrees to exercise (and cause each member of the Ralliant Group to exercise) every reasonable precaution to prevent and restrain the unauthorized disclosure of such FBS Confidential Information by any directors, officers or employees of the Ralliant Group. In addition, Ralliant shall (and shall cause each member of the Ralliant Group to) treat the FBS Confidential Information that is not in the public domain as trade secrets, and without limiting the foregoing shall take all actions required by applicable Law to preserve such FBS Confidential Information of the other Party as trade secrets.

ARTICLE V

COMPENSATION

Section 5.01 Compensation. The Parties agree that in light of the substantial contributions of the Ralliant Group to the development of the FBS, no further consideration is payable by Ralliant for the FBS license set forth in Section 2.01.

ARTICLE VI

TERMINATION

Section 6.01 Term. This Agreement shall remain in effect from the Distribution Date until terminated in accordance with the provisions of this Article VI.

Section 6.02 Termination for Breach. Fortive shall be entitled to terminate this Agreement immediately by providing written notice to Ralliant upon material breach of this Agreement by Ralliant or any member of the Ralliant Group and failure to cure such breach within ten (10) days of written notice thereof. Upon termination of this Agreement, Ralliant and each member of the Ralliant Group shall cease any and all use of the FBS (including any Fortive Improvements).

Section 6.03 Use of the Fortive Business System Name. Within six (6) months following the Distribution Date, Ralliant and each member of the Ralliant Group shall cease using the name “Fortive Business System” or “FBS” or any term similar thereto to describe the rights licensed hereunder or for any other purpose.

Section 6.04 Survival of Obligations; Return of Confidential Information. Notwithstanding any termination of this Agreement, Articles I, III, IV, VII and VIII, as well as Section 6.03 and this Section 6.04, shall survive and continue to be enforceable. Upon any termination of this Agreement, Ralliant shall promptly (and in any event within thirty (30) days) return to Fortive or destroy (at Fortive’s option) all written FBS Confidential Information, and all copies thereof then in Ralliant’s possession.

ARTICLE VII

WARRANTIES AND COMPLIANCE

Section 7.01 Disclaimer of Warranties. Except as expressly set forth herein, the Parties acknowledge and agree that (a) the FBS is provided as-is, (b) each Party assumes all risks and Liability arising from or relating to its use of and reliance upon the FBS and any Improvements, as applicable, and (c) each Party makes no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE FBS AND ANY RIGHTS LICENSED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, MISAPPROPRIATION, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 7.02 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EACH PARTY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED OBLIGATION OR WARRANTY WITH RESPECT TO ANY INTELLECTUAL PROPERTY, TECHNOLOGY OR SERVICES THAT COULD BE CONSTRUED TO REQUIRE SUCH PARTY TO DELIVER ANY INTELLECTUAL PROPERTY, TECHNOLOGY OR SERVICES HEREUNDER IN SUCH A MANNER TO ALLOW THE RECEIVING PARTY THEREOF TO ITSELF COMPLY WITH ANY LAW APPLICABLE TO THE ACTIONS OR FUNCTIONS OF SUCH RECEIVING PARTY (OR ITS AFFILIATES).

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01 Entire Agreement; Construction. This Agreement 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 conflict between this Agreement and the Tax Matters Agreement, the terms and conditions of the Tax Matters Agreement shall govern.

Section 8.02 Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, 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 8.03 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email (followed by delivery of an original via overnight courier service) or by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.03):

To Fortive:

Fortive Corporation
6920 Seaway Blvd.
Everett, WA 98203
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

To Ralliant:

Ralliant Corporation
4000 Center at North Hills Street
Suite 430

Raleigh, NC 27609
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019

Attn: Alison Zieske Preiss

E-mail: *[Intentionally omitted]*

Section 8.04 Waivers. 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 its Group). 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 or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.05 Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (a) an Affiliate of Party or (b) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant Party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party; provided, however, that in the case of each of the preceding clauses (a) and (b), no assignment permitted by this Section 8.05 shall release the assigning Party from Liability for the full performance of its obligations under this Agreement.

Section 8.06 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 assigns.

Section 8.07 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 Distribution Date, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

Section 8.08 Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, Liability,

reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement.

Section 8.09 Titles and Headings. Titles and headings to Articles and 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 8.10 Governing Law. This Agreement and any dispute arising 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 8.11 Dispute Resolution. The provisions of Article VIII of the Separation Agreement shall govern any Dispute under or in connection with this Agreement.

Section 8.12 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8.13 Interpretation.

(a) The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

(b) When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Wherever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

FORTIVE CORPORATION

By: /s/ Olumide Soroye

Name: Olumide Soroye

Title: President and Chief Executive Officer of Intelligent Operating Solutions and
Advanced Healthcare Solutions Segment

RALLIANT CORPORATION

By: /s/ Tamara S. Newcombe

Name: Tamara S. Newcombe

Title: President and Chief Executive Officer

[FBS License Agreement Signature Page]

FORT SOLUTIONS LICENSE AGREEMENT

by and between

FORTIVE CORPORATION

and

RALLIANT CORPORATION

Dated as of June 27, 2025

FORT SOLUTIONS LICENSE AGREEMENT

This FORT SOLUTIONS LICENSE AGREEMENT (this “Agreement”), dated as of June 27, 2025, is entered into by and between Fortive Corporation (“Fortive”), a Delaware corporation, and Ralliant Corporation (“Ralliant”), a Delaware corporation. “Party” or “Parties” means Fortive or Ralliant, individually or collectively, as the case may be.

RECITALS

WHEREAS, the Parties have entered into that certain Separation and Distribution Agreement, dated as of the date hereof (the “Separation Agreement”);

WHEREAS, The Fort, Inc., a wholly owned subsidiary of Fortive, has developed and continues to develop the Fort Technology Platform (as defined below) that generates Solutions (as defined below) used in the Ralliant Business and in the other businesses of Fortive as of the date hereof;

WHEREAS, the Solutions include certain trade secrets, know-how and other Intellectual Property of the Fortive Group; and

WHEREAS, Ralliant desires to obtain a license to use certain Solutions generated by the Fort Technology Platform for its own business purposes on the terms set forth herein.

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

AGREEMENT

1. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the Separation Agreement. The following capitalized terms used in this Agreement shall have the meanings set forth below:

1.1. “Feedback” means any feedback, ideas or suggested improvements or suggested modifications that may be provided or disclosed by any member of the Ralliant Group to any member of the Fortive Group relating to the Licensed Solutions. As used herein, “Feedback” does not include Improvements.

1.2. “Fort Solutions Confidential Information” means all Confidential Information and materials forming part of the Fort Technology Platform or the Solutions.

1.3. “Fort Technology Platform” means the information, proprietary software, web-based tools, algorithms, datasets and machine learning models acquired or developed by The Fort, Inc.

1.4. “Fortive Improvements” means any Improvement made by or on behalf of any member of the Fortive Group.

1.5. “Improvement” means any modification, enhancement or improvement to any Licensed Solutions made by either Party or such Party’s Group.

1.6. “Licensed Solutions” means the Solutions listed on Schedule 1.

1.7. “Ralliant Improvements” means any Improvement made by or on behalf of any member of the Ralliant Group.

1.8. “Solutions” means software modules, algorithms, data analysis, processes and other tools, feedback and reports developed through the use of the Fort Technology Platform, including iterative versions thereof or alpha or beta versions thereof that are not released.

2. LICENSES

2.1. License to Ralliant. Subject to the terms and conditions of this Agreement, Fortive hereby grants to Ralliant a worldwide, non-exclusive, non-transferable (other than pursuant to Section 8.5), royalty-free, fully paid-up, perpetual license to use, modify, enhance and improve the Licensed Solutions solely for the business purposes of the Ralliant Group with respect to any current or future business of the Ralliant Group. The foregoing license shall be sublicenseable solely (a) to other members of the Ralliant Group (for clarity, for only so long as such Persons remain Affiliates of Ralliant), and (b) to third parties to the extent reasonably necessary to support the business of the Ralliant Group and subject to appropriate confidentiality and non-use obligations.

2.2. Licenses to Feedback. Ralliant hereby grants to Fortive, under the rights that Ralliant has in the Feedback, a non-exclusive, perpetual, irrevocable, fully paid-up, sublicenseable (through multiple tiers), transferable, worldwide license to copy, distribute, display, perform (publicly or otherwise), create derivative works of and otherwise use the Feedback in connection with the operation of any businesses of the Fortive Group, including for the benefit of the Fort Technology Platform.

2.3. Unblocking License. If and to the extent that either Party or any of such Party’s Affiliates obtains any issued patent that claims any Improvement developed by or on behalf of such Party or its Affiliates within two (2) years immediately following the Distribution Date, such Party hereby grants, and shall cause its Affiliates to grant, to the other Party, a worldwide, non-exclusive, non-transferable, royalty-free, fully paid-up, perpetual license under such issued patent claims to make, have made, import, use, modify, enhance and improve any of its own Improvements, solely for its and its Affiliates’ own internal business purposes. The foregoing license shall be sublicenseable by each Party solely (a) to Affiliates of such Party (for clarity, for only so long as such Persons remain Affiliates of such Party), and (b) to third parties to the extent reasonably necessary to support the business of such Party and its Affiliates and subject to appropriate confidentiality and non-use obligations. For the avoidance of doubt, nothing in this

Agreement requires either Party to deliver or disclose to the other Party any Improvements or Feedback.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. Fortive Ownership. The Parties acknowledge and agree that, as between the Parties and their respective Affiliates, Fortive is the owner of all right, title and interest in the Solutions and all Intellectual Property therein. Fortive shall retain the entire right, title and interest in and to the Fort Technology Platform and any Fortive Improvements, and all rights in Intellectual Property therein or thereto. For the avoidance of doubt, Fortive shall have the sole right to defend and enforce any and all Intellectual Property covering the Solutions or any Fortive Improvements.

3.2. Ralliant Ownership. Ralliant shall retain the entire right, title and interest in and to any Ralliant Improvements, and all rights in Intellectual Property therein or thereto. For the avoidance of doubt, Ralliant shall have the sole right to defend and enforce any and all Intellectual Property covering any Ralliant Improvements.

3.3. Reservation of Rights. Each Party reserves all rights that are not expressly granted to the other Party under the Agreement. Without limiting the generality of the foregoing, the Parties expressly acknowledge and agree that nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any licenses other than the licenses expressly set forth in [Article 2](#).

4. FORT SOLUTIONS CONFIDENTIAL INFORMATION

4.1. Treatment of Fort Solutions Confidential Information. Ralliant shall (and shall cause each member of the Ralliant Group to) maintain the Fort Solutions Confidential Information in confidence, and shall not (and shall cause each member of the Ralliant Group not to) disclose, divulge or otherwise communicate such Fort Solutions Confidential Information to any person who is not employed by or a director of a member of the Ralliant Group, or use it for any purpose, except pursuant to, and in order to exercise its rights as granted under Agreement (including the granting of sublicenses in accordance with [Article 2](#), subject to confidentiality obligations at least as strict as those set forth herein), and hereby agrees to exercise (and cause each member of the Ralliant Group to exercise) every reasonable precaution to prevent and restrain the unauthorized disclosure of such Fort Solutions Confidential Information by any directors, officers or employees of the Ralliant Group. In addition, Ralliant shall (and shall cause each member of the Ralliant Group to) treat the Fort Solutions Confidential Information that is not in the public domain as trade secrets, and without limiting the foregoing shall take all actions required by applicable Law to preserve such Fort Solutions Confidential Information as trade secrets.

5. COMPENSATION

5.1. The Parties agree that, in light of the substantial contributions of the Ralliant Group to the development of the Licensed Solutions, no further consideration is payable by Ralliant for the license set forth in Section 2.1.

6. TERMINATION

6.1. Term. This Agreement shall commence on the Distribution Date and shall continue until terminated in accordance with the terms of this Article 6 (the “Term”).

6.2. Termination for Breach. Fortive shall be entitled to terminate this Agreement immediately by providing written notice to Ralliant upon material breach of this Agreement by Ralliant or any member of the Ralliant Group and failure to cure such breach within ten (10) days of written notice thereof. Upon termination of this Agreement, Ralliant and each member of the Ralliant Group shall cease any and all use of the Solutions.

6.3. Use of the Fort Name. Within six (6) months following the Distribution Date, Ralliant and each member of the Ralliant Group shall cease using the name “Fort Technology Platform” or any term similar thereto to describe the rights licensed hereunder or for any other purpose.

6.4. Survival of Obligations; Return of Confidential Information. Notwithstanding any termination of this Agreement, Articles 1, 3, 4, and 8, as well as Section 6.3 and this Section 6.4, shall survive and continue to be enforceable. Upon any termination of this Agreement, Ralliant shall promptly (and in any event within thirty (30) days) return to Fortive or destroy (at Fortive’s option) all written Fort Solutions Confidential Information, and all copies thereof then in Ralliant’s possession.

7. WARRANTIES AND COMPLIANCE

7.1. Disclaimer of Warranties. Except as expressly set forth herein, the Parties acknowledge and agree that (a) the Licensed Solutions are provided as-is, (b) each Party assumes all risks and Liability arising from or relating to its use of and reliance upon the Fort Technology Platform, the Licensed Solutions, and any Improvements, as applicable, and (c) each Party makes no representation or warranty with respect thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE FORT TECHNOLOGY PLATFORM, THE LICENSED SOLUTIONS AND ANY RIGHTS LICENSED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, MISAPPROPRIATION, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2. Compliance with Laws and Regulations**7.3.** . Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EACH PARTY EXPRESSLY DISCLAIMS

ANY EXPRESS OR IMPLIED OBLIGATION OR WARRANTY WITH RESPECT TO ANY INTELLECTUAL PROPERTY, TECHNOLOGY OR SERVICES THAT COULD BE CONSTRUED TO REQUIRE SUCH PARTY TO DELIVER ANY INTELLECTUAL PROPERTY, TECHNOLOGY OR SERVICES HEREUNDER IN SUCH A MANNER TO ALLOW THE RECEIVING PARTY THEREOF TO ITSELF COMPLY WITH ANY LAW APPLICABLE TO THE ACTIONS OR FUNCTIONS OF SUCH RECEIVING PARTY (OR ITS AFFILIATES).

8. GENERAL PROVISIONS

8.1. Entire Agreement; Construction. This Agreement, including the Schedules, 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 Schedule hereto, the Schedule shall prevail. In the event of any conflict between this Agreement and the Tax Matters Agreement, the terms and conditions of the Tax Matters Agreement shall govern.

8.2. Counterparts. This Agreement may be executed in more than one counterpart, all of which shall be considered one and the same agreement, 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.

8.3. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in English, shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by email (followed by delivery of an original via overnight courier service) or by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.3):

To Fortive:

Fortive Corporation
6920 Seaway Blvd.
Everett, WA 98203
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

To Ralliant:

Ralliant Corporation
4000 Center at North Hills Street
Suite 430
Raleigh, NC 27609
Attn: General Counsel
E-mail: *[Intentionally omitted]*

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

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Alison Zieske Preiss
E-mail: *[Intentionally omitted]*

8.4. Waivers. 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 its Group). 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 or thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8.5. Assignment. This Agreement shall not be assignable, in whole or in part, directly or indirectly, by any Party hereto without the prior written consent of the other Party (not to be unreasonably withheld or delayed), and any attempt to assign any rights or obligations arising under this Agreement without such consent shall be void. Notwithstanding the foregoing, this Agreement shall be assignable to (a) an Affiliate of Party or (b) a bona fide third party in connection with a merger, reorganization, consolidation or the sale of all or substantially all the assets of a Party hereto so long as the resulting, surviving or transferee entity assumes all the obligations of the relevant Party hereto by operation of law or pursuant to an agreement in form and substance reasonably satisfactory to the other Party; provided, however, that in the case of each of the preceding clauses (a) and (b), no assignment permitted by this Section 8.5 shall release the assigning Party from Liability for the full performance of its obligations under this Agreement.

8.6. 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 assigns.

8.7. 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 Distribution Date, to the extent such Subsidiary remains a Subsidiary of the applicable Party.

8.8. Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and should not be deemed to confer upon third parties any remedy, claim, Liability, reimbursement, claim of Action or other right in excess of those existing without reference to this Agreement.

8.9. Titles and Headings. Titles and headings to Articles and 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.

8.10. Schedules. The 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.

8.11. Governing Law. This Agreement and any dispute arising 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.

8.12. Dispute Resolution. The provisions of Article VIII of the Separation Agreement shall govern any Dispute under or in connection with this Agreement.

8.13. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

8.14. Interpretation.

8.14.1. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

8.14.2. When a reference is made in this Agreement to an Article, Section or Schedule, such reference shall be to an Article or Section of, or a Schedule to, this Agreement unless otherwise indicated. Wherever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

FORTIVE CORPORATION

By: /s/ Olumide Soroye

Name: Olumide Soroye

Title: President and Chief Executive Officer of Intelligent Operating Solutions and
Advanced Healthcare Solutions Segment

RALLIANT CORPORATION

By: /s/ Tamara S. Newcombe

Name: Tamara S. Newcombe

Title: President and Chief Executive Officer

Schedule 1

Licensed Solutions



FORTIVE ANNOUNCES COMPLETION OF THE RALLIANT SEPARATION AND APPOINTMENT OF OLUMIDE SOROYE AS PRESIDENT, CEO AND DIRECTOR OF FORTIVE

- **Separation of Ralliant completed on June 28, 2025**
- **Olumide Soroye appointed as President, CEO and Director of Fortive**
- **James Lico concurrently retired as President, CEO and Director of Fortive**

EVERETT, WA, June 30, 2025 – Fortive Corporation (“Fortive”) (NYSE: FTV) today announced that it has completed the separation of its Precision Technologies segment, through the 100% spin-off of Ralliant Corporation (“Ralliant”) to its shareholders on June 28, 2025. Fortive shares will continue to trade on the New York Stock Exchange under the symbol “FTV” and, effective today, Ralliant will begin “regular way” trading on the New York Stock Exchange under the symbol “RAL.”

In connection with the separation, on June 28, 2025, Fortive shareholders received one share of common stock of Ralliant for every three shares of common stock of Fortive held at the close of business on June 16, 2025 (other than fractional shares, which will be aggregated and sold and the proceeds distributed to Fortive shareholders). Approximately 113 million shares of Ralliant common stock were distributed in the separation.

Concurrently with the separation, Olumide Soroye has assumed the role of President and Chief Executive Officer and joined Fortive Corporation’s Board of Directors. His appointment was part of a planned transition, previously announced in conjunction with the separation of Fortive and Ralliant. Mr. Soroye succeeds James Lico who has retired as President, CEO and Director of Fortive Corporation. Mr. Lico will continue to serve as a non-executive senior advisor for Fortive until the end of the year.

“Today marks the beginning of bold and exciting new chapters for both Fortive and Ralliant as independent, purpose-built companies, each poised to unlock significant value for shareholders,” Mr. Soroye stated. “New Fortive emerges with a strong financial track record with robust free cash flow generation, approximately 50% recurring revenue, significant competitive advantages, and a strategic orientation toward attractive markets with strong secular tailwinds. Our renewed focus on accelerating profitable growth through the Fortive Business System, alongside a new shareholder returns focused capital allocation strategy and a clear focus on building investor trust, gives us great confidence in our ability to deliver superior returns for shareholders in the years ahead.”

Mr. Soroye continued, “Since our last earnings call, we have experienced increased pressure on tariff-related pricing and customer demand driven largely by heightened uncertainty in trade, healthcare and government spending policy. This created headwinds for revenue and core revenue growth that built late in the second quarter. As a result, we now estimate our second quarter revenue and core revenue as flat to slightly down across new Fortive, with the Precision Technologies segment, now Ralliant, declining mid-single digits as expected. Despite these headwinds, our teams are leveraging the Fortive Business System to drive results, and we estimate second quarter consolidated adjusted EPS near the mid-point of our previous guidance range.”

“As we look forward, recent volatility has no impact on our excitement for the future,” Mr. Soroye continued. “Over the years, new Fortive has demonstrated its ability to deliver durable, profitable growth, across dynamic market conditions. We remain confident in the path ahead and have strong conviction in our ability to unlock significant value for shareholders.”

“I’m deeply grateful to our exceptional teams at Fortive and Ralliant for their unwavering dedication, which enabled us to complete the spin-off ahead of schedule. I am confident that our new Fortive team of 10,000 associates - united by our shared purpose of innovating essential technologies to keep our world safe and productive - will drive

meaningful success for our customers, employees, and shareholders as we embark on the next phase of our strategic evolution,” concluded Mr. Soroye.

Mr. Lico commented, “I’m incredibly proud of everything we’ve accomplished at Fortive – from fostering a strong FBS-driven culture to laying a resilient foundation for the future. As Fortive and Ralliant move forward as distinct, purpose-driven organizations, I’m energized by the opportunities ahead. I have complete trust in Olumide’s leadership at Fortive and in the seasoned team guiding its next phase of long-term value creation.”

Sharmistha “Shar” Dubey, Chair of Fortive’s Board of Directors, stated, “Olumide brings a wealth of experience and expertise in executing profitable growth strategies across multiple industries and deep knowledge of our strengths and opportunities at Fortive. We are excited to have Olumide take the reins of new Fortive with its market-leading portfolio of technology solutions and greater focus on growth and recurring revenue. We embark on this new journey as a simplified company, poised for acceleration, and with a disciplined capital allocation framework and a world class team capable of driving significant shareholder value creation in a dynamic macro, policy and geopolitical environment.”

Ms. Dubey continued, “The Board extends its deepest gratitude to Jim for his visionary leadership and unwavering dedication over nearly a decade. His efforts were instrumental in shaping Fortive’s distinctive culture of innovation and continuous improvement. As CEO, Jim worked relentlessly to build a portfolio of high-quality businesses positioned in dynamic, high-growth markets, providing a strong foundation to move forward.”

ABOUT FORTIVE

Fortive innovates essential technologies to keep our world safe and productive. Fortive’s strategic segments - Intelligent Operating Solutions and Advanced Healthcare Solutions - include iconic inventor brands with leading positions in their markets. The company’s businesses design, develop, manufacture, and market products, software, and services, building on leading brand names, innovative technologies, and strong market positions. Fortive is headquartered in Everett, Washington and employs a team of more than 10,000 research and development, manufacturing, sales, distribution, service, and administrative team members in approximately 50 countries around the world. With a culture rooted in continuous improvement, the core of our company’s operating model is the Fortive Business System. For more information please visit: www.fortive.com.

NON-GAAP FINANCIAL MEASURES

We reference the term “core revenue growth”, a non-GAAP financial measure, when referring to a corresponding year-over-year GAAP revenue measure, excluding (1) the impact from acquired or divested businesses and (2) the impact of foreign currency translation. In addition, we reference the term “adjusted EPS”, also a non-GAAP financial measure, which adjusts from GAAP earnings per share (“EPS”) pretax amortization of acquisition related intangible assets and non-cash impairments, the pretax costs of acquisition, divestiture, and separation related items, the pretax gain on sale of property, the pretax costs incurred pursuant to discrete restructuring plans that are fundamentally different from ongoing productivity improvements in terms of the size, strategic nature, planning requirements and the inconsistent frequency of such plans as well as the associated macroeconomic drivers which underlie such plans, the pretax gains and losses from our equity investment and the loss from divestiture. In addition, adjusted EPS excludes pretax charitable contribution expense, the tax effect (to the extent tax deductible) of the pretax adjustments noted above, and discrete tax expenses resulting from the separation of Ralliant. Management believes that references to these non-GAAP financial measures provide useful information to investors by helping identify underlying growth and other performance trends in our business and facilitating comparisons of our performance with prior and future periods and to our peers.

FORWARD-LOOKING STATEMENTS

Statements in this release that are not strictly historical, including statements regarding the impact of the separation, the anticipated U.S. federal income tax treatment of the distribution, anticipated prospects and strategies of Fortive and Ralliant, impact of trade and spending policies, impact of geopolitical conditions, future opportunities for Fortive and Ralliant, future financial results for Fortive and Ralliant, and any other statements regarding events or developments that we believe or anticipate will or may occur in the future are “forward-looking” statements within the meaning of the federal securities laws. Factors that could cause actual results to differ materially from those in the forward-looking statements include, among other things: the ability to satisfy the conditions to, and complete, the transaction on a timely basis or at all, including the ability of Fortive or Ralliant to realize the benefits of the separation, deterioration of or instability in the economy, the markets we serve, international trade policies and deteriorating trade relations with other countries, including imposition of tariffs and retaliatory tariffs between United

States and China and other countries, responsive economic nationalism, trade restrictions, and enhanced regulation, the financial markets, geopolitical conditions and conflicts, security breaches or other disruptions of our information technology systems, supply chain constraints, our ability to adjust purchases and manufacturing capacity to reflect market conditions, reliance on sole sources of supply, contractions or lower growth rates and cyclicalities of markets we serve, competition, changes in industry standards and governmental regulations, our ability to recruit and retain key employees, our ability to successfully identify, consummate, integrate and realize the anticipated value of appropriate acquisitions and successfully complete divestitures and other dispositions, our ability to develop and successfully market new products, software, and services and expand into new markets, the potential for improper conduct by our employees, agents or business partners, contingent liabilities relating to acquisitions and divestitures, impact of changes to tax laws, our compliance with applicable laws and regulations and changes in applicable laws and regulations, risks relating to international economic, geopolitical, including war and sanctions, legal, compliance and business factors, risks relating to potential impairment of goodwill and other intangible assets, currency exchange rates, tax audits and changes in our tax rate and income tax liabilities, the impact of our debt obligations on our operations, litigation and other contingent liabilities including intellectual property and environmental, health and safety matters, our ability to adequately protect our intellectual property rights, risks relating to product, service or software defects, product liability and recalls, risks relating to product manufacturing, our relationships with and the performance of our channel partners, commodity costs and surcharges, adverse effects of restructuring activities, our plans to separate into two independent, publicly-traded companies, risk related to tax treatment of our prior or pending separation, impact of our indemnification obligation to Vontier and Ralliant, impact of changes to U.S. GAAP, labor matters, and disruptions relating to man-made and natural disasters and climate change. Additional information regarding the factors that may cause actual results to differ materially from these forward-looking statements is available in our SEC filings, including our Annual Report on Form 10-K for the year ended December 31, 2024 and Quarterly Report on Form 10-Q for the quarter ended March 28, 2025. These forward-looking statements speak only as of the date of this presentation, and Fortive does not assume any obligation to update or revise any forward-looking statement, whether as a result of new information, future events and developments or otherwise.

CONTACT

Christina Jones
Vice President, Investor Relations
Fortive Corporation
6920 Seaway Boulevard
Everett, WA 98203
Telephone: (425) 446-5000
Email: investors@fortive.com

UNAUDITED PRO FORMA CONSOLIDATED CONDENSED FINANCIAL STATEMENTS**OVERVIEW**

On June 28, 2025, Fortive Corporation (“Fortive” or the “Company”) completed the separation (the “Separation”) of its Precision Technology segment through the spin-off of Ralliant Corporation (“Ralliant”), as effectuated through the pro rata distribution of all of the outstanding shares of Ralliant common stock as a dividend to Fortive shareholders. Each holder of record of the Company’s common stock received one share of Ralliant common stock for every three shares of the Company’s common stock held on June 16, 2025, the record date for the distribution. In lieu of fractional shares of Ralliant, shareholders of the Company received cash. On June 30, 2025, Ralliant’s common stock began trading on the New York Stock Exchange under the ticker symbol “RAL.” After the Separation, the historical financial results of Ralliant will be reflected in the Company’s consolidated financial statements as discontinued operations under U.S. generally accepted accounting principles (“GAAP”) for all periods.

BASIS OF PRESENTATION

The following unaudited pro forma consolidated condensed financial statements of the Company were derived from its historical consolidated financial statements and are being presented to give effect to the Separation. The unaudited pro forma Consolidated Condensed Statements of Earnings for the three months ended March 28, 2025 and for each of the three years ended December 31, 2024, 2023, and 2022 reflect the Company’s results as if the Separation had occurred on January 1, 2022. The unaudited pro forma Consolidated Condensed Balance Sheet as of March 28, 2025 gives effect to the Separation as if it occurred on that date.

The unaudited pro forma consolidated condensed financial statements give effect to the Separation including: (i) the elimination of the historical Ralliant financial results on a carve-out basis; (ii) the adjustments to the Ralliant carve-out financial statements to meet the requirements of discontinued operations; (iii) the transfer of certain assets and liabilities between the Company and Ralliant upon Separation; and (iv) \$1.0 billion in estimated net cash, comprised of \$1.15 billion in cash consideration from Ralliant to the Company as a result of the Separation, net of approximately \$150 million in unremitted cash held by Ralliant, as of the date of the Separation (“Cash Consideration”). The unaudited pro forma consolidated condensed financial statements do not give effect to the application of the Cash Consideration, including the intention to use such proceeds to repay outstanding indebtedness of Fortive and the related reduction to interest expense.

The transaction accounting adjustments are based on available information and assumptions that the Company’s management believes are reasonable, that reflect the impact of events directly attributable to the Separation that are factually supportable, and for purposes of the Consolidated Condensed Statements of Earnings, are expected to have a continuing impact on the Company. The Company has entered into a Transition Services Agreement with Ralliant pursuant to which the Company and Ralliant will provide each other certain specified services on a temporary basis. These transition services are not expected to have a material impact on the Company and are not recurring in nature, and as such, have not been included in the Separation adjustments.

The unaudited pro forma consolidated condensed financial statements are subject to the assumptions and adjustments described in the accompanying notes. Management believes that these assumptions and adjustments are reasonable under the circumstances and given the information available at this time. The unaudited pro forma consolidated condensed financial statements are not intended to be a complete presentation of the Company’s financial position or results of operations had the Separation occurred as of and for the periods indicated. In addition, the unaudited pro forma consolidated condensed financial statements are provided for illustrative and informational purposes only, and are not necessarily indicative of the Company’s historical or future results of operations or financial condition had the Separation been completed on the dates assumed.

The unaudited pro forma consolidated condensed financial statements should be read in conjunction with (i) the audited consolidated financial statements, the accompanying notes, and Management’s Discussion and Analysis of Financial Condition and Results of Operations included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 and (ii) the unaudited consolidated condensed financial statements, the accompanying notes, and Management’s Discussion and Analysis of Financial Condition and Results of Operations included in the Company’s Quarterly Report on Form 10-Q for the three months ended March 28, 2025 which are available at the Company’s website at www.fortive.com.

FORTIVE CORPORATION AND SUBSIDIARIES
UNAUDITED PRO FORMA CONSOLIDATED CONDENSED BALANCE SHEET
(\$ in millions, except per share amounts)

	As of March 28, 2025			
	Fortive Historical (as reported)	Separation of Ralliant ^(a)	Transaction Accounting Adjustments	Pro Forma Fortive
ASSETS				
Current assets:				
Cash and equivalents	\$ 892.1	\$ —	\$ 1,000.0 ^(b)	\$ 1,892.1
Accounts receivable, net	929.3	(292.0)	10.1 ^(c)	647.4
Inventories:				
Finished goods	234.1	(69.7)	—	164.4
Work in process	108.8	(92.3)	—	16.5
Raw materials	225.1	(120.7)	—	104.4
Inventories	568.0	(282.7)	—	285.3
Prepaid expenses and other current assets	314.7	(47.7)	(13.4) ^(d)	253.6
Total current assets	2,704.1	(622.4)	996.7	3,078.4
Property, plant and equipment, net of accumulated depreciation	433.9	(200.8)	—	233.1
Other assets	495.8	(150.3)	4.7 ^(d)	350.2
Goodwill	10,244.7	(3,003.7)	—	7,241.0
Other intangible assets, net	3,258.5	(814.3)	—	2,444.2
Total assets	\$ 17,137.0	\$ (4,791.5)	\$ 1,001.4	\$ 13,346.9
LIABILITIES AND EQUITY				
Current liabilities:				
Current portion of long-term debt	\$ 933.8	\$ —	\$ —	933.8
Trade accounts payable	669.3	(240.0)	2.7 ^(c)	432.0
Accrued expenses and other current liabilities	1,122.6	(273.8)	37.0 ^{(d)(e)}	885.8
Total current liabilities	2,725.7	(513.8)	39.7	2,251.6
Other long-term liabilities	1,238.9	(431.1)	8.0 ^(f)	815.8
Long-term debt	2,929.1	—	—	2,929.1
Commitments and Contingencies				
Equity:				
Total Fortive stockholders' equity	10,236.4	(3,846.6)	953.7 ^(g)	7,343.5
Noncontrolling interests	6.9	—	—	6.9
Total stockholders' equity	10,243.3	(3,846.6)	953.7	7,350.4
Total liabilities and equity	\$ 17,137.0	\$ (4,791.5)	\$ 1,001.4	\$ 13,346.9

See the accompanying Notes to Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
UNAUDITED PRO FORMA CONSOLIDATED CONDENSED STATEMENT OF EARNINGS
(\$ and shares in millions, except per share amounts)

	Three Months Ended March 28, 2025			
	Fortive Historical (as reported)	Separation of Ralliant ^(a)	Transaction Accounting Adjustments	Pro Forma Fortive
Sales of products and software	\$ 1,248.4	\$ (442.7)	\$ (1.0) ^(h)	\$ 804.7
Sales of services	225.8	(39.1)	1.7 ^(h)	188.4
Total sales	1,474.2	(481.8)	0.7	\$ 993.1
Cost of product and software sales	(475.7)	212.2	0.9 ^(h)	(262.6)
Cost of service sales	(117.6)	26.2	(1.6) ^(h)	(93.0)
Total cost of sales	(593.3)	238.4	(0.7)	(355.6)
Gross profit	880.9	(243.4)	—	637.5
Operating costs:				
Selling, general and administrative expenses	(542.2)	128.3	5.7 ^{(i),(j)}	(408.2)
Research and development expenses	(105.1)	41.3	(0.2) ⁽ⁱ⁾	(64.0)
Operating profit	233.6	(73.8)	5.5	165.3
Non-operating expenses, net:				
Interest expense, net	(32.0)	—	—	(32.0)
Other non-operating income (expense), net	(0.2)	0.5	—	0.4
Earnings from continuing operations before income taxes	201.4	(73.3)	5.5	133.7
Income taxes	(29.5)	9.4	(1.0) ^(d)	(21.1)
Net earnings from continuing operations	\$ 171.9	\$ (63.9)	\$ 4.5	\$ 112.6
Net earnings per common share from continuing operations:				
Basic	\$ 0.50			\$ 0.33
Diluted	\$ 0.50			\$ 0.33
Average common stock and common equivalent shares outstanding:				
Basic	341.1			344.1
Diluted	344.6			344.6

Certain amounts may not sum due to rounding.

See the accompanying Notes to the Unaudited Pro Forma Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
UNAUDITED PRO FORMA CONSOLIDATED CONDENSED STATEMENT OF EARNINGS
(\$ and shares in millions, except per share amounts)

	Year Ended December 31, 2024			
	Fortive Historical (as reported)	Separation of Ralliant ^(a)	Transaction Accounting Adjustments	Pro Forma Fortive
Sales of products and software	\$ 5,282.3	\$ (1,990.6)	\$ (0.8) ^(h)	\$ 3,290.9
Sales of services	949.5	(164.1)	4.6 ^(h)	790.0
Total sales	6,231.8	(2,154.7)	3.8	4,080.9
Cost of product and software sales	(1,994.7)	923.4	0.9 ^(h)	(1,070.4)
Cost of service sales	(506.1)	119.2	(4.5) ^(h)	(391.4)
Total cost of sales	(2,500.8)	1,042.6	(3.6)	(1,461.8)
Gross profit	3,731.0	(1,112.1)	0.2	2,619.1
Operating costs:				
Selling, general and administrative expenses	(2,173.5)	552.1	(30.1) ^{(i),(j)}	(1,651.5)
Research and development expenses	(414.0)	163.5	(0.8) ⁽ⁱ⁾	(251.3)
Gain on sale of property	63.1	(63.1)	—	—
Operating profit	1,206.6	(459.6)	(30.7)	716.3
Non-operating expenses, net:				
Interest income (expense), net	(152.8)	—	—	(152.8)
Loss from divestiture	(25.6)	25.6	—	—
Other non-operating expenses, net	(58.6)	1.4	—	(57.2)
Earnings from continuing operations before income taxes	969.6	(432.6)	(30.7)	506.3
Income taxes	(136.7)	78.0	34.9 ^(d)	(23.8)
Net earnings from continuing operations	\$ 832.9	\$ (354.6)	\$ 4.2	\$ 482.5
Net earnings per common share from continuing operations:				
Basic	\$ 2.39			\$ 1.38
Diluted	\$ 2.36			\$ 1.37
Average common stock and common equivalent shares outstanding:				
Basic	349.2			349.2
Diluted	352.8			352.8

See the accompanying Notes to the Unaudited Pro Forma Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
UNAUDITED PRO FORMA CONSOLIDATED CONDENSED STATEMENT OF EARNINGS
(\$ and shares in millions, except per share amounts)

	Year Ended December 31, 2023			
	Fortive Historical (as reported)	Separation of Ralliant ^(a)	Transaction Accounting Adjustments	Pro Forma Fortive
Sales of products and software	\$ 5,137.7	\$ (1,980.7)	\$ 0.7 ^(h)	\$ 3,157.7
Sales of services	927.6	(175.0)	3.6 ^(h)	756.2
Total sales	6,065.3	(2,155.7)	4.3	3,913.9
Cost of product and software sales	(1,981.8)	898.5	1.9 ^(h)	(1,081.4)
Cost of service sales	(489.4)	137.5	(3.5) ^(h)	(355.4)
Total cost of sales	(2,471.2)	1,036.0	(1.6)	(1,436.8)
Gross profit	3,594.1	(1,119.7)	2.7	2,477.1
Operating costs:				
Selling, general and administrative expenses	(2,062.6)	446.4	(49.9) ⁽ⁱ⁾	(1,666.1)
Research and development expenses	(397.8)	161.5	(0.7) ⁽ⁱ⁾	(237.0)
Operating profit	1,133.7	(511.8)	(47.9)	574.0
Non-operating expenses, net:				
Interest income (expense), net	(123.5)	—	—	(123.5)
Other non-operating expenses, net	(19.4)	2.0	—	(17.4)
Earnings from continuing operations before income taxes	990.8	(509.8)	(47.9)	433.1
Income taxes	(125.0)	93.0	7.3 ^(d)	(24.7)
Net earnings from continuing operations	\$ 865.8	\$ (416.8)	\$ (40.6)	\$ 408.4
Net earnings per common share from continuing operations:				
Basic	\$ 2.46			\$ 1.16
Diluted	\$ 2.43			\$ 1.15
Average common stock and common equivalent shares outstanding:				
Basic	352.5			352.5
Diluted	355.6			355.6

See the accompanying Notes to the Unaudited Pro Forma Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
UNAUDITED PRO FORMA CONSOLIDATED CONDENSED STATEMENT OF EARNINGS
(\$ and shares in millions, except per share amounts)

	Year Ended December 31, 2022			
	Fortive Historical (as reported)	Separation of Ralliant ^(a)	Transaction Accounting Adjustments	Pro Forma Fortive
Sales of products and software	\$ 4,920.1	\$ (1,907.5)	\$ 5.9 ^(h)	\$ 3,018.5
Sales of services	905.6	(182.2)	(1.1) ^(h)	722.3
Total sales	5,825.7	(2,089.7)	4.8	3,740.8
Cost of product and software sales	(1,994.8)	922.2	3.3 ^(h)	(1,069.3)
Cost of service sales	(467.5)	119.3	(7.6) ^(h)	(355.8)
Total cost of sales	(2,462.3)	1,041.5	(4.3)	(1,425.1)
Gross profit	3,363.4	(1,048.2)	0.5	2,315.7
Operating costs:				
Selling, general and administrative expenses	(1,956.6)	417.0	(47.1) ⁽ⁱ⁾	(1,586.7)
Research and development expenses	(401.5)	155.1	(2.7) ⁽ⁱ⁾	(249.1)
Russia exit and wind down costs	(17.9)	2.3	—	(15.6)
Operating profit	987.4	(473.8)	(49.3)	464.3
Non-operating expenses, net:				
Interest income (expense), net	(98.3)	—	—	(98.3)
Other non-operating expenses, net	(15.6)	1.9	—	(13.8)
Earnings from continuing operations before income taxes	873.5	(471.9)	(49.3)	352.2
Income taxes	(118.3)	101.2	(19.1) ^(d)	(36.2)
Net earnings from continuing operations	\$ 755.2	\$ (370.7)	\$ (68.4)	\$ 316.0
Net earnings per common share from continuing operations:				
Basic	\$ 2.12			\$ 0.89
Diluted	\$ 2.09			\$ 0.88
Average common stock and common equivalent shares outstanding:				
Basic	356.4			356.4
Diluted	360.8			360.8

Certain amounts may not sum due to rounding.

See the accompanying Notes to the Unaudited Pro Forma Consolidated Condensed Financial Statements.

FORTIVE CORPORATION AND SUBSIDIARIES
NOTES TO UNAUDITED PRO FORMA CONSOLIDATED CONDENSED FINANCIAL STATEMENTS

The unaudited pro forma Consolidated Condensed Balance Sheet as of March 28, 2025, and the unaudited pro forma Consolidated Condensed Statement of Earnings for the three months ended March 28, 2025 and for the years ended December 31, 2024, 2023, and 2022 include the following pro forma adjustments:

- a. Reflects the operations, assets, liabilities and equity of Ralliant, formerly the Company's Precision Technologies segment, which was derived from the historical combined financial statements prepared on a "carve-out" basis of accounting included in the Ralliant Information Statement.
- b. Reflects the \$1.0 billion in estimated net cash, comprised of \$1.15 billion in cash consideration from Ralliant to the Company as a result of the Separation, net of approximately \$150 million in unremitted cash held by Ralliant, at the date of the Separation.
- c. Represents adjustments for intercompany assets and liabilities as a result of the Separation.
- d. Represents the estimated income tax impact of the deconsolidation adjustment as well as the adjustments needed to reflect pro forma Fortive earnings from continuing operations. In determining the tax rate to apply to the deconsolidation adjustments, the Company used the applicable statutory rate based on the jurisdiction in which the adjustment relates to reflect income taxes on the deconsolidation activities.
- e. Includes approximately \$74 million of accrued estimated costs to complete the Separation. These costs were primarily related to professional fees associated with finance, tax, legal, banking and information technology services.
- f. Represents the adjustment of certain liabilities as a result of their transfer between the Company and Ralliant upon Separation pursuant to the various agreements entered into as part of the Separation.
- g. Reflects the effect on total stockholders' equity of the transaction accounting adjustments described in footnotes (b) to (f) above.
- h. Represents adjustments for intercompany transactions that were eliminated in consolidation prior to the Separation that are no longer eliminated subsequent to the Separation, as well as other immaterial transaction adjustments.
- i. Reflects the inclusion of general corporate overhead costs which were historically allocated to Ralliant and will be allocated to the Company's remaining segments after the Separation.
- j. Reflects the removal of all nonrecurring costs related to the Separation, approximately \$19 million during the three-month period ended March 28, 2025, and \$22 million during the year ended December 31, 2024, which were incurred and are included in the Company's historical results of operations. These costs were primarily related to professional fees associated with finance, tax, legal, banking and information technology services directly related to Separation-related activities that are not expected to have a continuing impact on the Company's results of operations following the completion of the Separation.