

## HONEYWELL END USER LICENSE AGREEMENT

(As of May 2023\_v4)

**IMPORTANT NOTICE, PLEASE READ CAREFULLY.** This End User License Agreement (“EULA” or “Agreement”) is a legal agreement between you, as an individual business entity (“User” or “You”) and Honeywell International Inc. (“Honeywell”), which sets forth the rights and obligations governing use of this software, mobile applications, or hosted platform (collectively, the “Software”) and related documentation (“Documentation”).

**BY DOWNLOADING AND/OR USING THE SOFTWARE AND DOCUMENTATION, YOU ARE REPRESENTING: (1) THAT YOU HAVE READ THIS EULA AND (2) HAVE THE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF THE BUSINESS ENTITY USING THE SOFTWARE. IF THE PERSON INSTALLING THE SOFTWARE DOES NOT HAVE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF USER OR DOES NOT AGREE WITH ITS TERMS OF THIS EULA, DO NOT CLICK “ACCEPT” OR USE THE SOFTWARE.**

- 1. License Rights.** Subject to the terms and conditions of this EULA and payment of applicable fees, Honeywell hereby grants a revocable, non-exclusive, non-assignable, non-transferable right to download, install, use, and make back-up copies of the Software and Documentation, solely for User’s internal business purposes, including, for example, use by User’s authorized employees, contractors, or representatives who have been informed of and agree to comply with the terms of this EULA (“**Authorized End Users**”).
- 2. Restrictions on Use.** Without Honeywell’s express written consent in a separate agreement, User may not directly or indirectly through any Authorized End User, in whole or in part: (a) resell, transfer, share, or make the Software available to any unaffiliated third parties (including, without limitation, sharing login credentials on any website or public forum); (b) provide commercial hosting services which entail granting a sublicense, renting, or leasing the Software to anyone other than an Authorized End User; (c) decipher, decompile, disassemble, reverse assemble, reverse engineer, translate, modify, or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the Software for any purpose or in any manner (except to the extent such prohibition is expressly prohibited by law); (d) write or develop any derivative software or documentation based upon the Software or Documentation; (e) and User shall not make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Software; (f) use the Software or Documentation in violation of any applicable laws or regulations; or (g) disclose, transfer or otherwise make available the results of any performance, capacity or functionality tests or any benchmark testing of the Software to any third party; or (h) remove, modify, or obscure any proprietary rights notices on the Software or Documentation. User acknowledges and agrees that it is responsible for all uses of the Software and Documentation by its Authorized End Users and any violations of this EULA by such Authorized End Users.
- 3. Account Access.** User acknowledges and agrees that (i) this license may be subject to payment of the relevant fees to Honeywell by a distributor, dealer, integrator, installer, or central station (each, a “**Provider**”), and (ii) Honeywell will have no liability whatsoever to User to the extent User’s access to the Software is revoked due to such Provider’s failure to pay for the Software.
- 4. Account Security.** User agrees and acknowledges that to the extent applicable, it will: (i) maintain strict confidentiality over all names, passwords, or other credentials of User’s Authorized End Users; (ii) instruct its Authorized End Users not to allow others to obtain or use their credentials or to access the Software. User is responsible for any costs or damages incurred due to unauthorized use or access to the Software via User’s Authorized End Users’ account credentials or systems.
- 5. Evaluation Licenses.** Access to the Software may be provided to User for beta, demonstration, test, or evaluation purposes, (collectively, “**Evaluation Licenses**”). For any Evaluation Licenses, the term shall be limited to ninety (90) days (the “**Evaluation Period**”), unless otherwise agreed to by Honeywell in writing. Evaluation Licenses are limited specifically to use for evaluation or demonstration purposes only, and User agrees not to use such Software in a production or non-test environment. User’s use of the Software under an Evaluation License is provided as-is, without any representations or warranties of any kind, and is at User’s sole risk. Honeywell has no obligation to support, maintain or provide any assistance regarding any Evaluation Licenses. **IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY DAMAGES OF ANY KIND IN RELATION TO ANY EVALUATION LICENSE OR EVALUATION OF THE SOFTWARE BY USER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, OR BUSINESS INTERRUPTION). NIETHER USER NOR ANY PROVIDER IS ENTITLED TO ANY DEFENSE OR INDEMNIFICATION FOR EVALUATION LICENSES GRANTED PURSUANT TO THIS SECTION.**
- 6. Audit.** During the term of this EULA and for twenty-four (24) months after, Honeywell or its designee can, during normal business hours and upon reasonable notice, access, inspect and audit, User’s compliance with this EULA and User will furnish such

information and access to personnel as Honeywell may reasonably request. Honeywell has the right to monitor usage of the Software.

7. **Updates & Support.** Honeywell does not provide User with any dedicated support or maintenance for the Software, except to the extent agreed otherwise in writing. Honeywell may make Software updates or upgrades available from time to time. User understands that failure to install an update or upgrade of the Software may mean loss of features or functions of the Software, including, without limitation security functions.
8. **Intellectual Property Rights.** The Software is licensed to User, NOT sold, and this EULA does not transfer any ownership or title in the Software or the Documentation to User. The Software is protected by patent, copyright, trademark, trade secret and other laws. Honeywell reserves all intellectual property rights in and to the Software, Documentation and any other materials or information provided or made available to User in connection with this EULA, including any not expressly granted to User in this EULA.
9. **Data Rights.** User retains all rights over any data and other information that User may provide, upload, transfer or make available in relation to, or which is collected from User's devices or equipment by, the Software, including, without limitation, information pertaining to how the Software obtains, uses, and respond to inputs, location, ambient conditions, and other information related to use and operation of the Software with Honeywell or third-party products, software or websites ("**Usage Data**"). Honeywell has the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Usage Data to protect, improve, or develop its products, services, and related offerings. All information, analysis, insights, inventions, and algorithms derived from Usage Data by Honeywell (but excluding the Usage Data itself) and any intellectual property rights obtained related thereto, are owned exclusively and solely by Honeywell.
10. **Privacy.** Honeywell will not get access to any Personal Data in connection with the Software or User's use thereof. Accordingly, Honeywell will neither be a Controller nor a Processor and the General Data Protection Regulation EU 2016/679 ("GDPR") or in any analogous definitions in any other similar applicable privacy laws, such as UK's Data Protection Act 2018. All capitalized terms used in this section should be interpreted to have the same meaning as those terms defined in the GDPR. For more information on privacy issues please reach out to [HoneywellPrivacy@Honeywell.com](mailto:HoneywellPrivacy@Honeywell.com).
11. **Third-Party Software & Open Source.** Certain components of the Software may incorporate open-source software ("**OSS**") or third-party software (collectively, "**Third-Party Software**"). To the extent required by the licenses covering the same, the terms of such third-party licenses will govern solely with respect to such Third-Party Software. To the extent the licenses applicable to OSS (i) prohibit any restriction in this Agreement with respect to such OSS, such restriction will not apply to such OSS; and (ii) require Honeywell to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. You acknowledge receipt of notices for OSS. All Third-Party Software is provided on an "as-is" basis, and Honeywell makes no express or implied warranties of any kind with respect thereto and assumes no liability for any damages regarding the use or operation of any such Third-Party Software.
12. **Compliance.**
  - a. User's rights under this EULA are subject to User's compliance with all laws applicable to use of the Software, including, without limitation, laws pertaining to data privacy, localization, anticorruption, anti-bribery, the environment (including, without limitation, European WEEE Directive 2012/19/EU), export and sanctions (including, without limitation, compliance with laws prohibiting export to embargoed, prohibited, or restricted countries or providing access to the Software to sanctioned, prohibited, denied, and designated persons). User further acknowledges and agrees that it is responsible, and Honeywell shall have no liability, for ensuring compliance with any standards which may be established from time to time by standards or regulatory bodies which may impact User's configuration, implementation, maintenance and use of the Software, including, for example, European Committee for Electrotechnical Standardization (CEN-CENELEC) FprEN 50710:2021, or any other applicable law or regulation. User will defend, indemnify and hold Honeywell and its related entities harmless from and against any claims, demands, fines, judgments, or settlements arising out of User's non-compliance with this section.
  - b. User represents that it is not (i) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons ("**SDN List**"), the OFAC Sectoral Sanctions Identifications List ("**SSI List**"), and the sanctions list under any other sanctions laws; (ii) organized under, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC, (currently, as of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (i) or (ii) of this section.
  - c. To the extent applicable, as it may relate to any license and access by governmental authorities, by accepting delivery of this Software, any U.S. Government User hereby agrees that the Software qualifies as "commercial" computer software and is

licensed hereunder as that term is described in FAR 52.227-19 and DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this EULA as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations (“**FAR**”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“**DOD**”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this EULA as specified in 48 C.F.R. 52.227-19 and 48 C.F.R. 227.7202 of the FAR and DOD FAR Supplement and its successors, respectively.

**13. Term, Suspension.** This Agreement commences upon the first to occur of when User’s authorized representative clicks “Agree” (or similar term) or downloads/installs/accesses the Software and remains in effect until User ceases using the Software or Honeywell terminates this EULA and access to the Software. Honeywell may terminate this EULA and request that User stop using the Software and Documentation if (a) User breaches it, (b) User’s use is fraudulent or may subject Honeywell to potential liability, (c) User’s access is not authorized, or (d) Honeywell suspends or ends operation or use of the Software.

**14. Warranty Disclaimer.**

- a. THE SOFTWARE IS PROVIDED “AS IS,” WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. HONEYWELL DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HONEYWELL OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY OF ANY KIND. THIS INCLUDES, WITHOUT LIMITATION, ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY HONEYWELL, ITS CUSTOMERS, PARTIES OPERATING CENTRAL STATIONS, NETWORK OPERATIONS CENTERS (“**NOCs**”), OR EMERGENCY CALL CENTERS (“**ECCs**”), OR ANY ENTITIES OR PROVIDERS LICENSING, INSTALLING, CONFIGURING, MAINTAINING, OR SUPPLYING ALL OR PART OF THE SOFTWARE TO USER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIM ALL SUCH WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE.
- b. WITHOUT LIMITING THE FOREGOING, HONEYWELL PROVIDES NO GUARANTEE THAT THE SOFTWARE WILL (i) BE COMPATIBLE WITH ALL SYSTEMS, COMPUTER, OR HANDHELD DEVICES, (ii) PROVIDE ADEQUATE WARNINGS, (iii) NOT BE COMPROMISED, CIRCUMVENTED, OR INTERRUPTED WHEN SENDING OR RECEIVING INFORMATION OR SIGNALS TO OR FROM A PROVIDER, CENTRAL STATION, NOC, OR ECC RELATED TO SOFTWARE ACTIVATION, USE, ALERTS, OR DEACTIVATION, OR (iv) PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS CAUSED BY BURGLARY, ROBBERY, FIRE, SPRINKLER SYSTEMS, EXCESSIVE HEAT, COLD OR HUMIDITY OR OTHERWISE. YOU ACKNOWLEDGE THAT USING THE SOFTWARE IN CONNECTION WITH A FIRE OR SECURITY SYSTEM DOES NOT GUARANTEE THAT YOU WILL NOT HAVE ABURGLARY, ROBBERY, FIRE OR OTHER EVENT AND IS NOT AN INSURANCE POLICY. YOU FURTHER ACKNOWLEDGE THAT THE AVAILABILITY AND FUNCTIONALITY OF THE SOFTWARE IS DEPENDENT ON YOUR CONFIGURATION, YOUR USE, AND A VARIETY OF THIRD-PARTIES AND TECHNOLOGIES OVER WHICH HONEYWELL HAS NO CONTROL AND DOES NOT WARRANT, INCLUDING, FOR EXAMPLE, YOUR COMPUTER, MOBILE DEVICE, HOME WIRING, INTERNET SERVICE PROVIDER, SATELLITE PROVIDER, AND MOBILE DEVICE CARRIER.

**15. Limitation of Liability.**

- a. Without limiting the generality and breadth of the foregoing Section (Warranty Disclaimer), Honeywell further disclaims all liability and is not responsible for any problems, unavailability, compatibility issues, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of its control; (ii) cyberattacks or attacks on your network security; (iii) the public internet and communications networks; (iv) data, software, hardware, telecommunications, infrastructure or networking equipment not provided by or supported by Honeywell; (v) User’s negligence (or that of its Provider or Authorized End Users), (vi) User’s failure to use the latest version of the Software or follow published Documentation; (vii) modifications or alterations of the Software or Documentation not made by Honeywell; or (viii) unauthorized access to the Software due to improper use of User’s credentials (or that of its Authorized End Users).
- b. HONEYWELL WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSSES ASSOCIATED WITH LOSS OF USE OR DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, BUSINESS INTERRUPTION OR COST OF COVER IN CONNECTION WITH OR ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SYSTEM OR ANY UPGRADES OR UPDATES PROVIDED BY HONEYWELL HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT CLAIM OR AS ANOTHER TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR UNJUST ENRICHMENT, UNFAIR COMPETITION, OR BUSINESS PRACTICES, OR OTHER TORTIOUS CONDUCT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. HONEYWELL, ITS AFFILIATES, LICENSORS OR SUPPLIER'S MAXIMUM, AGGREGATE LIABILITY TO YOU RELATED TO THIS EULA AND HONEYWELL'S RELATIONSHIP TO YOU WILL NOT EXCEED \$1000. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF FORM, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

- c. NO ACTION ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS EULA OR TRANSACTIONS CONTEMPLATED BY THIS EULA MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR PURPOSES OF THIS EULA, A CAUSE OF ACTION SHALL BE DEEMED TO HAVE ACCRUED WHEN A PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.

**16. Notices & Dispute Resolution.** Other than disputes related to Honeywell's intellectual property rights, User agrees that, prior to initiating any legal action, it will schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of Honeywell's written request. The conference must be attended by at least one executive or person from both parties who has authority to resolve the relevant dispute on behalf of that party. If the dispute is not resolved within fifteen (15) days following such conference, either party may pursue resolution of the dispute consistent with the other terms of the EULA. Any questions, complaints, claims related to the Software should be in writing to Honeywell International Inc., 715 Peachtree Street, Attn: HBT General Counsel, Atlanta, GA 30308.

**17. Governing Law.** This EULA and any disputes arising under or pursuant to them shall be governed by and construed in accordance with the substantive laws of New York, and the United States of America, without regard to conflicts of laws principles, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Honeywell and User expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. **TO THE EXTENT APPLICABLE, EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT.** The parties further agree that any dispute between them arising out of or relating to this EULA, other than claims related to Honeywell's intellectual property rights (or those of any of its licensors, affiliates, and partners), will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, in a neutral venue and by a neutral panel of three (3) arbitrators. For non-U.S. residents, disputes will be settled by arbitration in a forum that is mutually convenient for the parties by a neutral panel of arbitrators. The panel shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**18. Apple Device Terms; Third Party Platforms; Third Party Beneficiaries.**

- a. This Section applies only if User uses the Software on an Apple device (e.g., iPhone, iPad, iPod Touch) (any such device, an "**Apple Device**"). This EULA is solely between Honeywell and You, and Apple neither a party to this EULA nor responsible for the Software or any support thereof. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the Software. Nor will Apple be responsible for the investigation, defense, settlement or discharge of any third-party intellectual property infringement claim related to the Software or the use thereof. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon Your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against You as a third-party beneficiary.
- b. This section applies only if User accesses and uses the Software via a third-party app store (Apple, Samsung or otherwise) or a cloud-based platform (e.g., Microsoft Azure Cloud, AWS Cloud, or other cloud environment) (each, a "**Third-Party Platform**"). This EULA is solely between Honeywell and User, and any Third-Party Platform that provides access to the Software may have separate terms and conditions to which User may be required to accept in order to access the Software. To the maximum extent permitted by applicable law, Honeywell will have no warranty, support, or other obligations whatsoever with respect to any Third-Party Platform, other than to confirm whether User should be provided with access to the Software via such Third-Party Platform. User further acknowledges and agrees that Honeywell will have no liability whatsoever with respect to any Third-Party Platform.

**19. Miscellaneous.** This EULA and the rights granted herein are not assignable or transferrable by User. Honeywell may assign or transfer this EULA or any rights in it with or without notice to User. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. The parties are independent contractors of the other. If required by Honeywell's written contract with such parties, certain of its licensors may be third party beneficiaries of this EULA. The controlling version of this EULA is this English language version regardless

translation. The word “including” is exemplary meaning “including without limitation” or “including, but not limited to.” The words “shall,” “will,” and “must” are obligatory while “may” is permissive, giving a right, but not obligation. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA will continue in full force and effect.