

RECITALS

WITNESSETH, the following terms and conditions are mutually agreed to by and between Honeywell and the Subcontractor:

SUBCONTRACT STRUCTURE AND PRECEDENCE

If there is an irreconcilable conflict among any of the provisions of this Subcontract and its exhibits, schedules and other attachments, the following order of precedence applies in descending order:

- A. any U.S. Government provisions and clauses (e.g., FAR, DFARS or other agency supplements) included or incorporated by reference;
- B. any document executed by authorized representatives of both Parties that expressly states that document is intended to amend or supersede the terms of this Subcontract;
- C. a conflicting term in any aforementioned document executed by authorized representatives of both Parties, but only to the extent the Parties expressly state the term being superseded, which superseding term will be narrowly construed and will not supersede any other language, even if contained in the same clause or sentence of the superseded language;
- D. the main body of this Subcontract;
- E. other exhibits, schedules or attachments, including Statements of Work, to this Subcontract;
- F. any Honeywell-issued Purchase Order related to this Subcontract; then
- G. other documents agreed to in writing by the Parties. For clarity, the terms of any carrier's bill of lading will not apply.

SUBCONTRACT TERM

1. Date of Commencement. The Subcontractor will commence the Subcontract Work within seventy-two (72) hours of being notified by Honeywell to start the Subcontract Work unless otherwise set forth herein.
2. Schedule Of Work. Subcontractor will provide Honeywell with scheduling information in a "Schedule of Work" in a form acceptable to Honeywell and will conform to Honeywell's progress schedules, including any changes made by Honeywell in the scheduling of Subcontract Work. Subcontractor will coordinate its Subcontract Work with Honeywell, and all other contractors, subcontractors and suppliers so as not to delay or disrupt their performance. Oral extensions of time for performance of this Subcontract will not be binding on Honeywell. For greater certainty, there will be no extension of time for the performance of the Subcontract Work without Honeywell's express written consent.
3. Subcontract Period. The Subcontract Work will be substantially completed in the timeframes set for in the Subcontract Documents.

ENTIRE SUBCONTRACT

The exhibits, schedules and other attachments to this Subcontract are incorporated by reference, and any reference to this Subcontract includes the aforesaid documents. This Subcontract and the Subcontract Documents contain the entire understanding between the Parties regarding the subject matter of this Subcontract, and supersedes and replaces any prior representations or agreements, oral or written, and all other communications between the Parties with respect thereto. Neither Party has relied on any promises, inducements or representations by the other, except those expressly stated in this Subcontract. This Subcontract will not be varied except in writing signed by an authorized representative of each Party specifically stating it is amending this Subcontract. No course of dealing or prior dealings, usage of trade or course of performance will be used to modify, supplement or explain any terms used in this Subcontract.

For good and valuable consideration, the nature and adequacy of which is hereby acknowledged, the Parties agree this Subcontract is effective as of the Effective Date.

Supplier

Honeywell International Inc. (USA)

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

1. DEFINITION OF SUBCONTRACT TERMS

- A. Contract. The term "**Contract**" as used in this Subcontract will mean the Contract between Honeywell and Customer.
- B. Customer. The term "**Customer**" as used in this Subcontract will mean the person or entity with which "Honeywell" has entered into the Contract. "Owner" and "Customer" may be the same entity.
- C. Owner. The term "**Owner**" as used in this Subcontract will mean the person or entity which owns the premises on which the project is realized and may be the same as the Customer.
- D. Purchase Order. The term "**Purchase Order**" as used in this Subcontract will mean written orders submitted by Honeywell to define, initiate and transact the Subcontract Work.
- E. Subcontract or Subcontract Documents. This Subcontract agreement and all exhibits, schedules, statements of work ("**Statement of Work**" or "**SOW**") and attachments referred to herein between Honeywell and the Subcontractor.

2. AFFILIATES

An "**Affiliate**" is a Party's wholly-owned subsidiaries or a joint venture, partnership or corporation that directly or indirectly controls, is controlled by or is under common control of or with said Party or the Party's wholly-owned subsidiary. The word "**control**" as used in this definition will mean ownership of, or the right to acquire, not less than fifty percent (50%) of the stock of said corporation, the right to vote not less than fifty percent (50%) of the stock of said corporation, or not less than fifty percent (50%) ownership interest in a partnership or joint venture or corporation. Should Subcontractor question whether an entity is a Honeywell Affiliate, Honeywell will confirm its status to Subcontractor. Affiliates of Honeywell are beneficiaries of this Subcontract and may purchase Subcontract Work under this Subcontract and under any SOW issued hereunder from Subcontractor and/or Subcontractor's Affiliates by issuing Purchase Orders or executing SOWs referencing this Subcontract, Subcontractor and/or Subcontractor's Affiliates agree to be bound by the Subcontract Work requests, SOW, Purchase Orders or any applicable document they receive from Honeywell or Honeywell Affiliates. In such event, (i) the Honeywell Affiliate issuing the Purchase Order or executing the SOW will, for the purposes of such Purchase Order or SOW, be considered "Honeywell" as that term is used in this Subcontract, (ii) the Subcontractor Affiliate receiving such Purchase Order or executing such SOW, if applicable, will, for purposes of such Purchase Order or SOW, be considered "Subcontractor" as that term is used in this Subcontract, and (iii) the Purchase Order or SOW will incorporate all the terms and conditions of this Subcontract and be deemed to be a two-party agreement between Subcontractor or Subcontractor Affiliate on the one hand, and the applicable Honeywell Affiliate on the other hand. Each Party will cause its Affiliates to comply with its obligations under this Subcontract. Honeywell or Honeywell Affiliate will be the sole party which is liable in respect of the Subcontract Work request, SOW or the Purchase Order, or any applicable document that it has issued. Honeywell will not be liable for any Subcontract Work request, Purchase Orders, SOW, or applicable document Honeywell Affiliates issues. Neither Honeywell nor Honeywell Affiliate will be liable for the non-payment or breach in relation to the supply of Subcontract Work to other Honeywell Affiliates. Unless otherwise specified, this Subcontract and any SOW under this Subcontract does not obligate Honeywell or Honeywell Affiliate to purchase any Subcontract Work.

3. SCOPE

- A. General Provisions. In the event the Subcontractor's scope of work covers design/build responsibilities the following will apply:
 - 1) The Honeywell Project is the total design and construction for which the Subcontractor is responsible, including all professional design services and all labor, materials and equipment used or incorporated in the design and construction.
 - 2) The Subcontract Work comprises the completed construction designed under the Honeywell Project and includes labor necessary to produce the construction, materials and equipment incorporated or to be incorporated into the construction.

3) The drawings, specifications and other documents prepared by the Subcontractor are for use solely with respect to this Honeywell Project. They are not to be used by the Subcontractor or any sub-subcontractor or material or equipment supplier on other projects or for additions to the scope of work without the specific written consent of Honeywell. The Subcontractor, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the drawings, specifications and other documents prepared by the Subcontractor appropriate to and for use in the execution of their work under the Subcontract Documents.

B. Subcontract Documents. Subcontractor agrees to assume toward Honeywell, to the extent applicable to the Subcontractor's scope of work, all the obligations that Honeywell has assumed toward the Owner/ and toward the Customer by the terms of the Contract (including, without limitation, all attachments, exhibits, schedules thereto) and all related documents and instruments, including without limitation, by the terms of the Plans and Specifications, General Conditions and Supplementary General Conditions, relating to the entire project ("**Subcontract Documents**"), which Contract Documents are available for examination by the Subcontractor. If any provision of the Subcontract Documents is inconsistent with a provision of this Subcontract, this Subcontract will govern.

Upon request, Honeywell will make available to the Subcontractor, prior to execution of the Subcontract, copies of the Subcontract Documents to which the Subcontractor will be bound. Where any provision of the documents is inconsistent with a provision of this Subcontract, this Subcontract will govern. Nothing in the Subcontract Documents will be construed to create a contractual relationship between persons or entities other than Honeywell and Subcontractor.

C. Subcontract Work.

1) Honeywell has retained the Subcontractor to furnish and pay for all labor, materials, equipment, expertise, skill and services referred to in this Subcontract, and to perform the Subcontract Work as an independent contractor. The Subcontractor will perform the work (referred to as the "**Subcontract Work**") under the direction of Honeywell and in accordance with this Subcontract.

2) The scope of the Subcontract Work will consist of all work necessary or incidental to complete the work for the Honeywell Project in accordance with and reasonably inferable from the Subcontract Documents as being necessary to produce the intended results and as more particularly, though not exclusively, specified in a Statement of Work.

D. Temporary Services. Honeywell will provide to the Subcontractor the following temporary services at the project site during the performance of this Subcontract at no charge to the Subcontractor:

The Subcontractor will provide, at its own expense, all other necessary temporary services for the completion of the Subcontract Work.

E. Owner Ability to Pay. The Subcontractor will have the right to receive from Honeywell such information as Honeywell has obtained relative to the Owner's financial ability to pay for the Subcontract Work

4. TERMINATION

Honeywell may terminate this Subcontract at any time without cause. If this Subcontract is terminated by Honeywell without cause and prior to completion, Honeywell's sole liability to Subcontractor will be limited to the Subcontractor's unpaid costs for labor and material for the actual Subcontract Work performed by Subcontractor to the date of termination, which must be supported by reasonable and sufficient back-up data and documentation (as invoices and payroll records) substantiating Subcontractor's right to payment plus reasonable and agreed upon overhead and profits to the date of termination. Overhead and profits will in no event exceed fifteen percent (15%) of the actual cost of the actual Subcontract Work performed. Honeywell will have the right to ownership and possession of all materials paid for under this Subcontract. Under no circumstances will the Subcontractor be entitled to recover lost profits or any damages from Honeywell as a result of early termination nor will Subcontractor be entitled to any claim or lien against Honeywell or Customer.

5. CHANGES

Honeywell may direct Subcontractor, in writing, and without invalidating this Subcontract, to make changes in the Subcontract Work within the general scope of this Subcontract, including additions, deletions or revisions. Subcontractor will make no changes in the Subcontract Work without written direction from an authorized Honeywell representative. If Subcontractor believes any written direction from Honeywell constitutes a change, then Subcontractor will provide written notice within ten (10) days of receipt by it of the written direction. Subcontractor will not be compensated for any change made without written direction by an authorized Honeywell representative. No changes in the Subcontract Work will exonerate any surety or any bond given in connection with this Subcontract. Any changes in the Subcontract Work which are not in accordance with this Subcontract will be considered non-conforming and at Honeywell's option Subcontractor will repair or replace the Subcontract Work at no additional cost or leave the non-conforming Subcontract Work and accept a reduction in the Subcontract Price.

6. SUBCONTRACT PRICE

A. As full compensation for performance of the Subcontract, Honeywell agrees to pay Subcontractor the price set forth in the Subcontract Documents, the "Subcontract Price", for the satisfactory performance of the Subcontract Work, in the manner described below, in accordance with the terms and conditions of the Subcontract:

- 1) the firm fixed-price is subject to additions and deductions as provided for in the Subcontract Documents; or
- 2) unit prices in accordance with the attached Schedule of Unit Prices and estimated quantities, which is incorporated into this Subcontract by reference; or
- 3) time and material rates and prices in accordance with the attached Schedule of Labor and Material Costs which is incorporated into this Subcontract by reference.

B. Most Favored Customer and Meet or Release.

- 1) To the extent that Honeywell has provided Subcontractor with permission, or Subcontractor is otherwise entitled to sell services or deliverables to a third-party, Subcontractor warrants that the prices charged for the services or deliverables delivered are the lowest prices charged by Subcontractor to any of its external customers or Honeywell, its Affiliates or subsidiaries for similar services or deliverables. If Subcontractor charges a lower price for similar services or deliverables, Subcontractor must notify Honeywell in writing and apply that lower price to all services or deliverables ordered under this Subcontract.
- 2) If at any time before full performance of this Subcontract, Honeywell notifies Subcontractor in writing that Honeywell has received a written offer from another supplier for similar service at a price lower than the price set forth in this Subcontract, Subcontractor must immediately meet the lower price for any undelivered services or deliverables. If Subcontractor fails to meet the lower price, Honeywell, at its option, may terminate this Subcontract or any applicable, in part or in whole, without liability.
- 3) Subcontractor will promptly respond to Honeywell's request to amend this Subcontract to reflect the reduced pricing, including any applicable retroactive price adjustments.

7. PURCHASE ORDERS

A. Subcontractor will not commence any Subcontract Work without a formally issued Purchase Order. Doing so is against Honeywell policy and will result in delay or non-payment of invoices and could subject the Parties' respective employees to potential health, safety and financial risks. Any performance of the Subcontract Work occurring before receiving a valid Purchase Order from Honeywell is undertaken at Subcontractor's risk and may result in non-payment of invoices. Repetitive violations may result in Subcontractor's immediate removal from Honeywell's approved subcontract/materials lists.

- B. Purchase Orders, Purchase Order changes, and Purchase Order related information will be transmitted via Honeywell's Electronic Data Interface (EDI). Subcontractor will acknowledge Purchase Orders and Purchase Order changes via EDI with confirmation of Honeywell's Purchase Order date or Subcontractor's commitment date (as applicable) within 5 business days following issuance of the Purchase Orders or Purchase Order changes. Failure to confirm a Purchase Order commitment date may result in damage to Honeywell which Honeywell reserves the right to recover from Subcontractor. Purchase Orders and Purchase Order changes are deemed accepted by Subcontractor upon any of the following acts: (a) Subcontractor's commencement of performance of the Subcontract Work, (b) Subcontractor's informing Honeywell in any manner of Subcontractor's commencement of performance of the Subcontract Work, (c) the date of Subcontractor's acknowledgement in EDI; or (b) 5 business days after issuance of the Purchase Order or Purchase Order change, whichever is earliest. Deemed acceptance carries the same obligation of delivery as any other form of acceptance.
- C. The terms and conditions of this Subcontract govern the Subcontract Work associated with each Purchase Order, and take precedence over and supersede any and all other referenced or previously executed terms and conditions in accordance with the order of precedence set forth herein. Honeywell will endeavor to reference this Subcontract on the Purchase Order. However, even if not referenced on the Purchase Order, Honeywell and Subcontractor agree to be bound to the terms of this Subcontract as though this Subcontract is set forth in its entirety on each Purchase Order. Subcontractor agrees to accept all Purchase Orders for the Subcontract Work issued during the Subcontract Term in accordance with the terms contained in the Subcontract, including pricing, even if the delivery dates for the Subcontract Work falls outside the Subcontract Term.
- D. Honeywell rejects any additional or inconsistent terms and conditions offered by Subcontractor at any time. Any reference to Subcontractor's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document.

8. PAYMENT AND INVOICING

- A. Schedule Of Values. Within fourteen (14) calendar days from the date of execution of this Subcontract, the Subcontractor will prepare and submit to Honeywell a schedule of values apportioned to the various divisions or phases of the Subcontract Work. Each line item contained in the schedule of values will be assigned a monetary price so that the total of all items will equal the Subcontract Price. The schedule of values will be prepared in the detail as may be required by the Owner and Customer and, in addition Honeywell and Subcontractor may agree on the extent of the detail to be included in the schedule of values, which must be supported by the documents and proof as Honeywell may require.
- B. Payment Not Acceptance. Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.
- C. Progress Payments.
 - 1) Applications. Subcontractor's applications for payment will be itemized and supported by the Subcontractor's schedule of values and any other substantiating data as required in the Contract for Honeywell's payment applications. Applications for payment will comply with the applicable law of the jurisdiction of the Honeywell Project. Subcontractor's applications will be notarized if required by Honeywell. Subcontract payment applications may include payment requests on account of properly authorized subcontract construction change directives. The Subcontractor's progress payment application for work performed in the preceding payment period will be submitted to Honeywell in accordance with the terms of this Subcontract for approval by Honeywell. Honeywell will incorporate the approved amount of the Subcontractor's progress payment application into Honeywell's payment application to the Owner for the same period and submit it to the Owner in a timely fashion.
 - 2) Partial Lien Waivers and Affidavits. As a prerequisite for payment, the Subcontractor will provide, in a form satisfactory to the Owner and Honeywell, partial lien and claim waivers for all work performed through the date of the application for payment, except as may be set forth

in the application for payment, and similar waivers from its subcontractors, materialmen and suppliers for the completed Subcontract Work. The waivers may be conditional upon payment.

- 3) Statutory Declaration. After the first payment, each application for payment will include a declaration by the Subcontractor as to the distribution made of the amounts previously received using document CCDC 9B 'Statutory Declaration'.
- 4) Workers' Compensation Certificate. Each application for payment will include evidence of compliance with workers' compensation legislation applicable to the jurisdiction of the Honeywell Project in a form satisfactory to Honeywell. If the jurisdiction of the Honeywell Project is Ontario, the Subcontractor will produce this evidence in the form of a Workplace Safety and Insurance Board certificate.
- 5) Rejection of Subcontractor's Payment Application. Honeywell may reject or dispute a Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect Honeywell from loss or damage based upon:
 - a. the Subcontractor's repeated failure to perform the Subcontract Work as required by the Subcontract;
 - b. loss or damage arising out of or relating to the Subcontract and caused by the Subcontractor's performance of the Subcontract Work to the Owner, Honeywell or others to whom Honeywell may be liable;
 - c. the Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontract Work;
 - d. rejected, non-conforming or defective Subcontract Work which has not been corrected in a timely fashion;
 - e. reasonable evidence of delay in performance of the Subcontract Work where the work will not be completed within the subcontract period, and that the unpaid balance of the Subcontract Price is not sufficient to offset the liquidated damages or actual damages that may be sustained by Honeywell as a result of the anticipated delay caused by the Subcontractor;
 - f. reasonable evidence demonstrating that the unpaid balance of the Subcontract Price is insufficient to cover the cost to complete the Subcontract Work;
 - g. third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes Honeywell with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

Honeywell will give written notice to the Subcontractor, at the time of disapproving or disputing an application for payment, of the specific reasons and in accordance with applicable law. When the above reasons for disapproving or disputing an application for payment are removed, payment will be made for amounts previously withheld in accordance with applicable law.

- 6) Retainage/Security. Honeywell will withhold retainage at a rate of percent that is set forth in the Subcontract Documents.
- 7) Holdback. Honeywell will withhold a holdback at a rate of percent provided by the applicable provincial or territorial legislation.
- 8) Time of Application. For each progress payment period, the Subcontractor will submit its progress payment application to Honeywell for the Subcontract Work performed to date no later than seven (7) calendar days prior to the date that Honeywell's progress payment application is required to be submitted to the Owner under the Contract, unless otherwise agreed. To the extent allowed under Subparagraph 13.2.6 of this Subcontract, the Subcontractor may include in its progress payment applications to Honeywell materials and equipment suitably stored at the site or elsewhere for use in performance of the Subcontract Work.

- 9) **Stored Materials and Equipment.** Unless otherwise provided in the Subcontract Documents, applications for payment may include materials and equipment not incorporated into the Subcontract Work but delivered to and suitably stored at the site. Applications for payment may include materials and equipment delivered to and suitably stored off the site, if allowed under the Subcontract and properly approved. Approval of payment applications for materials and equipment stored on or off the site will be conditioned on submissions by the Subcontractor of bills of sale and applicable insurance or other procedures satisfactory to the Owner and Honeywell to establish the proper valuation of the stored materials and equipment, the Owner's title to the materials and equipment, and to otherwise protect the Owner's and Honeywell's interests, including transportation to the site.
- 10) **Invoicing.** Invoices may be submitted to Honeywell electronically utilizing the purchasing system or emailing an invoice to the address shown on the face of the purchase order.

Progress payments to the Subcontractor for satisfactory performance of the Subcontract Work will be made in accordance with the terms on the face of the purchase order from the date upon which a correct invoice is received or the time as required by applicable law, whichever is earlier. Payment will be scheduled for the first payment cycle following the net terms for the invoice and in accordance with applicable laws. Honeywell's obligation to pay is specifically and expressly conditioned upon Honeywell receiving payment from the Customer for Subcontract Work. The price for the Subcontract Work will include all freight charges and all taxes assignable to the Subcontract Work.

Undisputed invoices submitted more than ninety (90) days after the Subcontract Work to which the invoice relates were rendered will not be accepted for payment by Honeywell and the Subcontractor hereby releases Honeywell from any and all liability for payment with respect to said invoices.

- D. **Final Payment.** Final payment of the balance owed to Subcontractor will be made in accordance with the terms on the face of the purchase order from the date upon which a correct invoice is received or such time as required by applicable law, whichever is earlier. Payment will be scheduled for the first payment cycle following the net terms for the invoice. Honeywell's obligation to pay is specifically and expressly conditioned upon Honeywell receiving payment from Customer for Subcontract Work. However, Subcontractor will not be entitled to final payment until all Subcontract Work is completed. Subcontractor agrees to furnish, if and when required by Honeywell, payroll affidavits, receipts, vouchers, releases of claims for labor and material, and releases from its subcontractors and vendors, in a form satisfactory to Honeywell prior to receipt of any payment.
- E. **Tax Deductions.** Honeywell is solely entitled to the recovery of any deductions available pursuant to the Internal Revenue Code Section 179D, energy efficient commercial building deductions. Honeywell is solely entitled to the recovery of any deductions or tax credits available pursuant to the Canada Income Tax Folio S3-F8-C2, Tax Incentives for Clean Energy Equipment, or any similar energy efficient tax incentives

9. SET OFF / RECOUPMENT

Honeywell has the right to deduct any amount it determines is owing from Subcontractor to Honeywell as a setoff against any amount owing from Honeywell to Subcontractor and/or to exercise the right of recoupment, to the full extent permitted by applicable law. Nothing in this provision precludes Subcontractor or Honeywell from utilizing the dispute resolution procedures identified elsewhere in this Subcontract.

10. SURETY GUARANTEE

- A. The Subcontractor will furnish to Honeywell, as the beneficiary, appropriate surety bonds to secure the faithful performance of the Subcontract Work and to satisfy all Subcontractor payment obligations arising under this Subcontract. The Subcontractor surety bond requirements, if any, applicable to this Subcontract are as follows:

Each of the performance and the payment bonds will be in the full amount of the Subcontract Price if lump sum if not and the price for the bonds will be included in the Subcontract Price, unless

otherwise specified in this Subcontract. **The bonds will be in a form and by a surety acceptable to Honeywell.**

- B. If the Subcontractor fails to provide any required bonds prior to starting the Subcontract Work or entering the Honeywell Project site, Honeywell may terminate this Subcontract and enter into a subcontract for the balance of the Subcontract Work with another subcontractor. All costs and expenses incurred by Honeywell as a result of the termination under this Section will be paid by the Subcontractor.

11. WORK GUIDELINES, PERSONNEL AND OBLIGATIONS

- A. Authorized Representatives. Both Parties will designate one or more persons who will be Honeywell's authorized representative(s) on-site and off-site. The authorized representatives will be the only person(s) authorized to provide instructions, orders and directions, except in an emergency, in which case, those Honeywell representatives identified in the Schedule of Work may provide instruction.
- B. Communications. Honeywell, with reasonable promptness, will transmit to the appropriate parties all submittals, transmittals, and written approvals relating to the Subcontract Work. Unless otherwise specified in the Subcontract Documents, communications by and with the Subcontractor's subcontractors, materialmen and suppliers will be through the Subcontractor. Unless otherwise provided in the Subcontract Documents, Subcontractor communications by and with the Owner, architect, separate contractors and other subcontractors and suppliers of Honeywell, regardless of tier, will be through Honeywell.
- C. Subcontractor Responsibilities. The Subcontractor will furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontract Work in accordance with and reasonably inferable from the Subcontract Documents. The Subcontractor shall also be responsible for taking field dimensions, providing tests, ordering of materials and taking other actions as required to perform the work and to comply with Honeywell's progress schedule. The Subcontractor will also be responsible for taking field dimensions, providing tests, ordering of materials and taking other actions as required to perform the work and to comply with Honeywell's progress schedule. The Subcontractor will provide to Honeywell a list of its proposed subcontractors and suppliers. Subcontractor agrees that the subcontracting of any portion of the Subcontract Work shall not relieve Subcontractor of Subcontractor's obligations or duties under the Subcontract Documents. Subcontractor shall be fully responsible and liable to Honeywell for the acts and omissions of all its subcontractors at any tier and their employees and agents and Subcontractor shall maintain control over all subcontractors. Neither the consent of Honeywell to a subcontractor proposed by Subcontractor, nor anything contained in the Subcontract Documents shall be deemed to create a contractual relationship between a subcontractor at any tier and Honeywell. By appropriate enforceable agreement, Subcontractor shall require each of its subcontractors to be bound by the terms of the Subcontract Documents, and to assume all the obligations and responsibilities that Subcontractor assumes towards Honeywell under the Subcontract Documents.
- D. Work by Others. Unless Honeywell is promptly notified in writing to the contrary, it will be conclusively presumed that work by others which precedes the Subcontractor's performance has been done in a proper manner.
- E. Protection and Inspection of Work. Subcontractor agrees to protect partially completed Subcontract Work and equipment or materials left at the Honeywell Project site, and to be responsible for any damage occasioned by its failure to do so. Subcontractor will make the Subcontract Work accessible at all reasonable times for inspection by Honeywell. Subcontractor will, within two (2) business days, inspect all material and equipment delivered to the Honeywell Project site by others to be used or incorporated in the Subcontract Work and give prompt notice of any defect therein. Subcontractor assumes full responsibility to protect the Subcontract Work until final acceptance by the architect, Owner, Customer and Honeywell. Subcontractor will promptly repair or replace any Subcontract Work damaged prior to final acceptance by the Owner, at no additional cost.

- F. Subcontractor Employees. Subcontractor will assign qualified personnel to perform the services and will ensure that its personnel devote sufficient time and effort to performing the services as necessary to complete all services in accordance with this Subcontract. Subcontractor will bear all liability for the acts or omissions of the personnel assigned to perform the services. If Honeywell determines that any Subcontractor personnel performing services are unacceptable, Honeywell will notify Subcontractor and Subcontractor will take prompt, appropriate corrective action, which may include, at Honeywell's request, replacing the personnel. Subcontractor will pay all costs associated with replacing the personnel. If Subcontractor refuses to replace any of its personnel upon Honeywell's request, Honeywell may immediately terminate this Subcontract.
- G. Subcontractor's Obligations for Site Visitation and Layout Responsibility and Levels.
- 1) The Subcontractor acknowledges that it has visited the project site and visually inspected the general and local conditions which could affect the Subcontract Work. Any failure of the Subcontractor to reasonably ascertain from a visual inspection of the site, the general and local conditions which could affect the Subcontract Work, will not relieve the Subcontractor from its responsibility to properly complete the Subcontract Work without additional expense to Honeywell.
 - 2) The Subcontractor will lay out and be strictly responsible for the accuracy of the Subcontract Work and for any loss or damage to Honeywell or others by reason of the Subcontractor's failure to set out or perform its work correctly. The Subcontractor will exercise prudence so that the actual final conditions and details of its Subcontract Work will result in alignment of finish surfaces.
- H. Shop Drawings, Samples, Product Data and Manufacturers' Literature.
- 1) If the Subcontractor's scope of work covers design/build responsibilities as set forth in the Subcontract Documents, the Subcontractor will submit for Honeywell's approval all performance and design criteria related to the systems, materials or equipment to be provided for the Honeywell Project. The Subcontractor will cause the services to be provided by a properly licensed design professional, whose signature and seal will appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by those professionals. Shop drawings and other submittals related to the work designed or certified by a professional, if prepared by others, will bear the professional's written approval when submitted to the Subcontractor. Honeywell will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the design professionals. Honeywell will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given by the Subcontractor and the design concept expressed in the Subcontract Documents. Honeywell will not be responsible for the adequacy of the performance or design criteria required by the Subcontract Documents.
 - 2) The Subcontractor promptly will submit for approval to Honeywell all shop drawings, samples, product data, manufacturers' literature and similar submittals required by the Subcontract Documents. The Subcontractor will be responsible to Honeywell for the accuracy and conformity of its submittals to the Subcontract Documents. The Subcontractor will prepare and deliver its submittals to Honeywell in a manner consistent with Honeywell's progress schedule and in time and sequence as not to delay Honeywell or others in the performance of the Subcontract Work. The approval of any Subcontractor submittal will not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract Documents unless express written approval is obtained from Honeywell and Owner authorizing the deviation, substitution or change. If the Subcontract Documents do not contain submittal requirements pertaining to the Subcontract Work, the Subcontractor agrees upon request to submit in a timely fashion to Honeywell for approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by Honeywell, Owner or architect.

- 3) Honeywell, Owner, and architect are entitled to rely on the accuracy and completeness of any professional certifications required by the Subcontract Documents concerning the performance criteria of systems, equipment or materials, including all calculations and any governing performance requirements.
- I. Coordination And Cooperation. The Subcontractor will:
 - 1) cooperate with Honeywell and all others whose work may interfere with the Subcontract Work;
 - 2) specifically note and immediately advise Honeywell of any interference with the Subcontract Work; and
 - 3) participate in the preparation of coordination drawings and work schedules involving the Subcontract Work.
 - J. Tests And Inspections. The Subcontractor will schedule all required tests, approvals and inspections of the Subcontract Work or portions of the Subcontract Work at appropriate times so as not to delay the progress of the Subcontract Work. The Subcontractor will give proper written notice to all required parties of such tests, approvals and inspections. The Subcontractor will bear all expenses associated with tests, inspections and approvals required of the Subcontractor by the Subcontract Documents. Required certificates of testing, approval or inspection will, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to Honeywell.
 - K. Workmanship.
 - 1) Every part of the Subcontract Work will be executed in accordance with the Subcontract Documents in a workmanlike manner. All materials used in the Subcontract Work will be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Subcontract Work, and will be new except the materials as may be expressly provided in the Subcontract Documents to be otherwise.
 - 2) It is the Subcontractor's responsibility to provide all labor, materials, equipment and other facilities required to complete the Subcontract Work. The Subcontractor will be fully responsible for the checkout and verification of its own work. If any deficiencies or defects are discovered after the Subcontract Work is turned over to Honeywell, the deficiencies and defects will be expeditiously corrected at the Subcontractor's expense for the duration of the warranty period.
 - L. Materials Furnished by Others. If the scope of the Subcontract Work includes installation of materials or equipment furnished by others, it will be the responsibility of the Subcontractor to examine the items provided and handle, store and install the items, unless otherwise provided in the Subcontract Documents, with such skill and care as to ensure a satisfactory and proper installation. Subcontractor shall immediately notify Honeywell in writing if it notices any defects in the materials or equipment furnished by others and shall not install such materials or equipment until directed by Honeywell. Loss or damage due to acts of the Subcontractor will be deducted from any amounts due to or to become due the Subcontractor under this Subcontract.
 - M. Receiving. In the event the Subcontractor's scope of work covers the receipt of Honeywell furnished equipment, Subcontractor will be required to make a thorough inspection of the packaging and equipment prior to signing a bill of lading with the carrier. A report of the "as delivered" condition is to be furnished promptly to Honeywell. In the event that the packaging or equipment is damaged, the Subcontractor will not sign a bill of lading and Honeywell will be notified immediately. Failure of the Subcontractor to properly inspect the packaging and equipment for visual damage and provide documentation of the "as delivered" condition may result in damages associated with equipment as well as any resulting delays.
 - N. Substitutions. No substitutions will be made in the Subcontract Work unless permitted in the Subcontract Documents and only then upon the Subcontractor first receiving all written approvals required under the Subcontract Documents for substitutions.
 - O. Cleanup. The Subcontractor will follow Honeywell's cleanup directions, and (a) at all times keep the building and premises free from debris resulting from the Subcontract Work; and (b) broom

clean each work area prior to discontinuing Subcontract Work in each area. If the Subcontractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from Honeywell of non-compliance, Honeywell may implement appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due the Subcontractor under this Subcontract.

- P. Permits, Fees and Licenses. The Subcontractor will give adequate notices to authorities pertaining to the Subcontract Work and secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete the work in accordance with the Subcontract Documents.
- Q. Background Checks. The Subcontractor will secure and pay for background checks for its employees in accordance with applicable state, federal, territorial or provincial statutes necessary for the proper execution and completion of the Subcontract Work and/or Owner requirements for background checks. Subcontractor will specifically incorporate by reference this provision with all of its lower-tier subcontractors.
- R. Union Labor. The Subcontractor will comply with Honeywell's National Pneumatic Control Systems Installation & Service Agreement and will employ union labor for all work covered under the scope of the trade jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO. Subcontractor also agrees to comply with any other union obligations which may exist on the project related to the Statement of Work they will perform. Subcontractor further agrees that all such obligations will extend to any sub-subcontractors that Honeywell may agree to under the terms of this Subcontract.
- S. Delegation Of Subcontracting of Duties. This Subcontract will be binding on Subcontractor and its respective permitted successors and assigns. Subcontractor will not assign this Subcontract, or any rights or obligations under this Subcontract, or subcontract all or any aspect of the work called for without the prior written approval of Honeywell. Any transfer of this Subcontract by Subcontractor by merger, consolidation, dissolution, or any change in ownership or power to vote a controlling share of the voting stock in Subcontractor will constitute an assignment for the purposes of this Subcontract. Any assignment or subcontract without Honeywell's written approval will be voidable at the option of Honeywell. Honeywell may assign this Subcontract or any of its rights or obligations under this Subcontract, to any of its subsidiaries or Affiliates, or to any purchaser or successor to all or substantially all of the assets of the Honeywell product line or business to which this Subcontract relates without Subcontractor's consent and upon written notice to Subcontractor. In no event will an assignment permitted by this provision constitute a release or novation of the assignor/transferor unless expressly stated in writing and signed by the Party releasing the assignor/transferor. Subcontractor will be responsible for all its lower-tier subcontractors and any act or omission of any Subcontractor lower-tier subcontractor will be deemed an act or omission of Subcontractor for purposes of this Subcontract. The Subcontractor will ensure that all lower-tier subcontractors abide by all terms and conditions, including those relating to health, safety, and third-party vendor management services as set forth in this Subcontract.

If applicable, lower-tier subcontractors and suppliers approved by Honeywell on or before the Effective Date of this Subcontract may be listed below.

- T. Prevailing Wages. This Honeywell Project may be governed by, and subject to, certain prevailing wage laws, rules and regulations, including, without limitation, the Wage Rate Requirements (Construction), 40 U.S.C. chapter 31, subchapter IV, and similar state statutes (the prevailing wage laws, rules, and regulations applicable to this Honeywell Project, as amended from time to time, are referred to herein as the "**Prevailing Wage Laws**"), and related wage schedule(s) (the "**Wage Schedule**"). If and to the extent that this Honeywell Project is subject to any U.S. federal Prevailing Wage Laws, the following Prevailing Wage Laws are incorporated in this Subcontract and are applicable to the Subcontract Work: all rulings and interpretations of the Wage Rate Requirements (Construction), 40 U.S.C. chapter 31, subchapter IV, the Service Contract Act of 1965, related acts, and all rules and regulations promulgated thereunder, including, without limitation, 29 C.F.R. Parts 1, 3 and 5. The Wage Schedule, if applicable, has been or will be provided to Subcontractor

or, if not provided to Subcontractor, will be Subcontractor's responsibility to obtain. Subcontractor will, and will cause its lower tier subcontractors ("LTS") to, strictly comply with all applicable Prevailing Wage Laws and pay all workers prevailing wages and benefits as required by such Prevailing Wage Laws. In addition, Subcontractor will, and will cause LTS to, (i) ensure that all workers sign in and out of the site each day and submit the completed sign in/sign out sheets to Honeywell at the end of each work day, (ii) submit the Statement of Compliance attached to this Subcontract as an Exhibit, and a reasonable number of certified copies of current payroll records on the form incorporated in this Subcontract as an Exhibit with each request for payment (it being understood and agreed that receipt of such information by Honeywell will be a condition precedent to making any payments to Subcontractor) or on a weekly or other more frequent basis, if and to the extent required under the Contract or Prevailing Wage Laws, (iii) provide Honeywell cancelled worker payroll checks which correspond to the certified payrolls as they become available, but no later than 30 days after the check was issued, (iv) submit proof satisfactory to Honeywell upon Honeywell's request that all wages and benefits owed to workers by Subcontractor and LTS have been paid and provided, and (v) promptly notify Honeywell in writing, within five days of receipt, of any notices they receive (or have knowledge of) from any government agencies regarding Subcontractor's or LTS's compliance or non-compliance with Prevailing Wage Laws, including, without limitation, providing copies of any such notices. Notwithstanding the other provisions of this section, the Contract will control and take precedence, and Subcontractor will perform all obligations under the Contract for the benefit of Honeywell that Honeywell is required to perform for the benefit of its Customer, with respect to all matters relating to prevailing wages and benefits and Prevailing Wage Laws to the extent that the prime contract imposes stricter burdens and obligations than this section.

This Subcontract incorporates the following clauses by reference, with the same force and effect as they were given in full text. Upon request, Honeywell will make their full text available. Also, the full text of a clause may be accessed electronically at this address: Federal Acquisition Regulation (FAR) (clauses starting with 52): <http://www.acquisition.gov/browse/index/far>.

<u>CLAUSE NUMBER</u>	<u>TITLE</u>
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS
52.222-41	SERVICE CONTRACT LABOR STANDARDS

Subcontractor will, and will cause LTS to, grant Honeywell the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including, without limitation, electronically stored information, in the possession or control of Subcontractor, LTS or any affiliated business of any of them. At the request of Honeywell, Subcontractor will, and will cause LTS to, execute such documents, if any, as are necessary to give Honeywell access to books, documents, or records that are under Subcontractor or LTS's control, in whole or in part, but not currently in Subcontractor's physical possession pertaining to this Honeywell Project. Subcontractor will, and will cause LTS to, give Honeywell all authorizations, permissions, and/or waivers requested by Honeywell for obtaining records pertaining to Subcontractor or LTS, but not maintained by Subcontractor or LTS, including, without limitation, bank records and credit reports, from the persons or entities that possess them, including but not limited to financial institutions and credit reporting agencies.

The terms and conditions of this Subcontract, including, without limitation, this Section, are intended solely for the benefit of the signatories to this Subcontract. Individual workers who furnish labor in connection with or related to this Subcontract or this Honeywell Project are not intended beneficiaries of this Subcontract, and therefore, cannot assert common law breach of contract or other claims arising under this Subcontract or any quasi-contract claims. Subcontractor's failure to comply with any obligation contained in this Section will be deemed a material breach of this Subcontract. This Honeywell Project may be governed by, and subject to, certain prevailing wage laws, rules, regulations, and provincial and territorial statutes (the prevailing wage laws, rules, and regulations applicable to this Honeywell Project, as amended from time to time, are referred to herein as the "**Prevailing Wage Laws**"), and related wage schedule(s) (the "**Wage Schedule**"). If and to the extent that this Honeywell Project is subject to any Canadian federal, provincial, or

territorial Prevailing Wage Laws, the following Prevailing Wage Laws are incorporated in this Subcontract and are applicable to the Subcontract Work: all rulings and interpretations of the applicable federal, provincial, and territorial legislation, related acts, and all rules and regulations promulgated thereunder. The Wage Schedule, if applicable, has been or will be provided to Subcontractor or, if not provided to Subcontractor, will be Subcontractor's responsibility to obtain. Subcontractor will, and will cause its lower tier subcontractors ("LTS") to, strictly comply with all applicable Prevailing Wage Laws and pay all workers prevailing wages and benefits as required by such Prevailing Wage Laws. In addition, Subcontractor will, and will cause LTS to, (i) ensure that all workers sign in and out of the site each day and submit the completed sign in/sign out sheets to Honeywell at the end of each work day, (ii) submit the Statement of Compliance, attached as an Exhibit to this Agreement, and a reasonable number of certified copies of current payroll records on the form incorporated in this Subcontract as an Exhibit with each request for payment (it being understood and agreed that receipt of such information by Honeywell will be a condition precedent to making any payments to Subcontractor) or on a weekly or other more frequent basis, if and to the extent required under the Contract or Prevailing Wage Laws, (iii) provide Honeywell cancelled worker payroll checks which correspond to the certified payrolls as they become available, but no later than 30 days after the check was issued, (iv) submit proof satisfactory to Honeywell upon Honeywell's request that all wages and benefits owed to workers by Subcontractor and LTS have been paid and provided, and (v) promptly notify Honeywell in writing, within five days of receipt, of any notices they receive (or have knowledge of) from any government agencies regarding Subcontractor's or LTS's compliance or non-compliance with Prevailing Wage Laws, including, without limitation, providing copies of any such notices. Notwithstanding the other provisions of this section, the Contract will control and take precedence, and Subcontractor will perform all obligations under the Contract for the benefit of Honeywell that Honeywell is required to perform for the benefit of its Customer, with respect to all matters relating to prevailing wages and benefits and Prevailing Wage Laws to the extent that the Contract imposes stricter burdens and obligations than this section.

This Subcontract incorporates the following clauses by reference, with the same force and effect as they were given in full text. If any provision in the incorporated clauses conflicts with the applicable law in the jurisdiction of the Honeywell Project, the Subcontractor will comply with the more stringent requirement. Upon request, Honeywell will make their full text available. Also, the full text of a clause may be accessed electronically at this address: Federal Acquisition Regulation (FAR) (clauses starting with 52): <http://www.acquisition.gov/browse/index/far>.

<u>CLAUSE NUMBER</u>	<u>TITLE</u>
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS
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Subcontractor will, and will cause LTS to, grant Honeywell the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including, without limitation, electronically stored information, in the possession or control of Subcontractor, LTS or any affiliated business of any of them. At the request of Honeywell, Subcontractor will, and will cause LTS to, execute such documents, if any, as are necessary to give Honeywell access to books, documents, or records that are under Subcontractor or LTS's control, in whole or in part, but not currently in Subcontractor's physical possession pertaining to this Honeywell Project. Subcontractor will, and will cause LTS to, give Honeywell all authorizations, permissions, and/or waivers requested by Honeywell for obtaining records pertaining to Subcontractor or LTS, but not maintained by Subcontractor or LTS, including, without limitation, bank records and credit reports, from the persons or entities that possess them, including but not limited to financial institutions and credit reporting agencies.

The terms and conditions of this Subcontract, including, without limitation, this section, are intended solely for the benefit of the signatories to this Subcontract. Individual workers who furnish labour in connection with or related to this Subcontract or this Honeywell Project are not intended beneficiaries of this Subcontract, and therefore, cannot assert common law breach of contract or other claims arising under this Subcontract or any quasi-contract claims. Subcontractor's failure to

comply with any obligation contained in this section will be deemed a material breach of this Subcontract.

12. SAFETY OF PERSONS AND PROPERTY

A. The Subcontractor will perform the Subcontract Work in a safe and reasonable manner. The Subcontractor will seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

- 1) employees and other persons at the site;
- 2) materials and equipment stored at the site or at off-site locations for use in performance of the Subcontract Work; and
- 3) all property and structures located at the site and adjacent to work areas, whether or not the property or structures are part of the project or involved in the Subcontract Work.

The Subcontractor will submit a site-specific safety plan that addresses the hazards/risks associated with the scope of work and control measures to manage the hazards/risks.

B. The Subcontractor will give all required notices and comply with all applicable laws, statutes, rules, regulations, orders and other legal requirements established to prevent injury, loss or damage to persons or property or to prevent environmental harm, including the *Act respecting Occupational Health and Safety (c. S-2.1)*, the *Building Act (c. B-1.1)* including the *Construction Code* and the *Safety Code*. Failure to do so may result in removal from the project and may be considered in future work with Honeywell.

C. The Subcontractor will exercise extreme care in carrying out any Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials or equipment. At all times the Subcontractor will use properly qualified individuals or entities to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of personal injury or property damage.

D. The Subcontractor will implement appropriate safety measures pertaining to the Subcontractor Work and the project. Without limiting the foregoing, Subcontractor will

- 1) Complete Honeywell Risk Assessments provided by Honeywell, or equivalent subcontractor processes approved by Honeywell, which identify critical steps and hazards associated with all tasks, assess risk associated with all identified hazards, and identify controls to be integrated to mitigate risk. When work is being completed on a customer site, involvement of the customer and assessment of area specific hazards must be included. Such risk assessments are to be completed prior to commencement of work, reviewed at least daily, updated as conditions change, and made available for review by Honeywell upon request;
- 2) Identify and complete all legally required training and training associated with the Subcontract Work (i.e., electrical arc flash, permit required confined space entry, elevated work platforms, Lock Out Tag Out, fall protection, respiratory protection, etc.), licenses and certifications relevant to the work to be performed by affected personnel. Required training includes, for all Subcontractor employees, current (within three years) OSHA 10-hour, or comparable, training; and, for Subcontractor job foremen, current (within 3 years) OSHA 30-hour, or comparable, training. All relevant training records, licenses and certifications are to be made available for review by Honeywell upon request, including, without limitation, prior to the start of work;
- 3) Complete weekly inspections of the work area and memorialization of such inspections in a form satisfactory to Honeywell and executed by Subcontractor, focusing on housekeeping, employee behavior, safe work procedures, tools and PPE; Subcontractor may use its own form, however Honeywell reserves the right to require the use of a Honeywell form or require changes to the Subcontractor's form;
- 4) Use the safest work platforms (Honeywell encourages step and straight ladders be replaced with platform ladders, scaffold or other comparable safe work platform);

- 5) Comply with Honeywell's minimum PPE requirements as set forth in the 32323D8, Honeywell Contractor HSE Handbook; and

Take any reasonable actions requested by Honeywell in connection with Honeywell inspections and audits of the Subcontractor's workspace. Honeywell reserves the right to require additional controls be put in place prior to starting work.

- B. The Subcontractor will promptly remedy any loss or damage caused to the Subcontract Work, materials, equipment and/or property if the loss or damage is caused in whole or in part by the Subcontractor or its subcontractors, regardless of tier, who have furnished labor, materials or services relating to the Subcontract and for whose acts the Subcontractor may be liable.
- C. The Subcontractor is required to designate an individual at the Honeywell Project site in the employ of the Subcontractor who will act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to Honeywell, the designated safety representative will be the Subcontractor's project superintendent.
- D. The Subcontractor has an affirmative duty to not overload the structures or conditions at the site and will take reasonable steps not to load any part of the structures, or site so as to give rise to the risk of an unsafe condition or create the risk of personal injury or property damage. The Subcontractor will have the right to request in writing from Honeywell loading information concerning the structures at the Honeywell Project site.
- E. The Subcontractor will give prompt written notice, no later than the end of the shift, to Honeywell of any accident involving personal injury, any property damage exceeding Five Hundred Dollars (\$500.00) in value, any request to stop work by the Customer, any alleged exposure to hazardous materials or other exposure that could adversely affect health, or any failure that could have resulted in serious personal injury or material property damage, whether or not an injury or property damage was sustained. A report of the investigation must be provided to Honeywell within twenty-four (24) hours of the incident. Timing may be subject to contractual requirements with the Customer. Any incident reporting required by regulation is the responsibility of the Subcontractor.
- F. The Subcontractor will establish and submit site-specific safety programs, safety measures, policies and standards conforming to those required or recommended by governmental and administrative authorities having jurisdiction and by Honeywell and Owner, including, but not limited to, requirements imposed by the Subcontract Documents. To assess compliance with this requirement, Honeywell has engaged a third-party vendor management service, to collect and assess required documentation from Subcontractors. Where the designated third-party vendor management service is used, the Subcontractor will, at its own expense, maintain a subscription and compliance with that service for the duration of the contract. Failure to obtain or maintain a subscription and satisfactory grade will be considered a material breach of this Subcontract.
- G. The Subcontractor will comply with all reasonable recommendations of insurance companies having an interest in the Honeywell Project and will stop any part of the Subcontract Work which Honeywell deems unsafe until corrective measures satisfactory to Honeywell have been taken. Honeywell's failure to stop the Subcontractor's unsafe practices will not relieve the Subcontractor of full responsibility therefor. The Subcontractor will indemnify Honeywell from and against any and all fines, penalties, costs or expenses (including, without limitation, reasonable legal fees) imposed on or suffered by Honeywell arising from or relating to any breach of this section by the Subcontractor.
- H. The Subcontractor agrees to comply with all other reasonable requests of Honeywell relating to safety and health in connection with the Subcontract Work.
- Q. Materials Safety.
 - 1) If the Subcontractor encounters asbestos containing material, formaldehyde, lead, or potentially toxic or otherwise hazardous material, including but not limited to mold, mildew, fungi or other similar microbial conditions in the performance of its work or other hazardous materials as defined in the relevant state, federal or provincial legislation, or if Subcontractor disturbs painted surfaces in pre-1978 homes and child-occupied facilities as defined by the

EPA's Renovation, Repair & Painting Rule ("**Hazardous Material**") unrelated to the Honeywell Project, Subcontractor will immediately stop work in the affected area and contact Honeywell for further instruction. Subcontractor will not disrupt, remove or in any way alter or dislodge any Hazardous Material that is unrelated to this scope of work. Without limiting any other provision of this Subcontract, Subcontractor will perform the Subcontract Work, including, without limitation, abatement, removal and disposal of all Hazardous Material related to the Subcontract Work, in strict compliance with all applicable federal, state and other laws, rules, regulations, codes and ordinances and best industry practices. Subcontractor will take no further action in the area where the Hazardous Material unrelated to the Honeywell Project was found without specific written direction from Honeywell. Subcontractor will indemnify and hold Honeywell harmless from and against any and all claims (including delay claims) and the costs of the claims, including legal fees, remediation and damages for bodily injury and property damage which may arise as the direct result of the Subcontract Work in or around Hazardous Material, as well as any mold, mildew, fungi or other similar microbial conditions caused by the Subcontractor, its subcontractors, agents or employees in the performance of the Work. UNDER NO CIRCUMSTANCES WILL HONEYWELL BE LIABLE FOR ANY INJURY TO SUBCONTRACTOR WHICH IS THE RESULT OF SUBCONTRACTOR'S EXPOSURE TO HAZARDOUS MATERIALS.

- 2) Product Data Sheets (PDS) and Material B Safety Data Sheets (MSD) as required by law and pertaining to materials or substances used or consumed in the performance of the Subcontract Work including but not limited to remediation chemicals such as sanitizers and coatings will be submitted to Honeywell by the Subcontractor. Subcontractor will submit Safety Data Sheet(s) (SDSs) for any chemicals it plans to bring onto an Owner site for the Subcontract Work to Honeywell for review and approval. All SDSs will be kept in an accessible location on site which the Subcontractor will communicate to its employees, Honeywell, other subcontractors and the site. Subcontractor will maintain an inventory of the chemicals it is using at the Subcontract Work location. PDS and MSD sheets obtained by Honeywell from other subcontractors or sources will be made available to the Subcontractor by Honeywell.

13. PERFORMANCE OF WORK

- A. Subcontract Performance. The Subcontractor will use its best care, skill and diligence in its performance of the Subcontract Work. The Subcontractor will have responsibility and control over the performance of the Subcontract Work, including the construction methods, techniques, means and sequences for coordinating and completing the various portions of the Subcontract Work, unless the Subcontract gives other specific instructions concerning these matters.
- B. Time Is of The Essence. Time is of the essence with respect to the Honeywell Project schedule. If Subcontractor reasonably believes that it will be unable to meet the Honeywell Project schedule or any portion of the Honeywell Project schedule Subcontractor will immediately notify Honeywell of the anticipated delay and take immediate corrective action to comply with the Honeywell Project schedule (including without limitation working overtime or providing additional personnel or equipment or other resources). All corrective actions will be at Subcontractor's sole cost and expense, unless the delay or anticipated delay is caused by Honeywell, in which case the parties will mutually agree upon a corrective action plan and apportioning of the cost. If Subcontractor fails to promptly develop and implement a corrective action plan, Honeywell may implement its own corrective action plan at Subcontractor's expense.
- C. Delay.
 - 1) If Subcontractor's Work is delayed for any reason, including acts of Honeywell, Subcontractor's sole remedy will be an extension of time equal to the period of delay, provided Subcontractor has given Honeywell written notice of the commencement of the delay within forty-eight (48) hours of its occurrence. Subcontractor will not be entitled to an extension of time, however, for delays caused by Subcontractor or any of its subcontractors or suppliers, for delays that Subcontractor could have prevented or for delays which were foreseeable to the Subcontractor. If Honeywell, in its sole discretion, seeks compensation from the Customer or Owner as a result of any delay, then Subcontractor will be entitled to an equitable portion of any amount

- recovered by Honeywell, less a proportional share of the cost of pursuing said claim. This provision will not be construed to require Honeywell to pursue any delay claim against the Owner, Customer, or any other party.
- 2) **Liquidated Damages.** If Honeywell is obligated to pay liquidated or other damages, Subcontractor will be liable for such liquidated or other damages to the extent Subcontractor causes or contributes to any delay or other damages for which Honeywell may be liable.
 - 3) **Other Damages.** Notwithstanding the Liquidated Damages provision herein, and in addition to any other right or remedy that Honeywell may have under other provisions of the Subcontract, to the extent Honeywell incurs damages of any kind whatsoever, by reason of Subcontractor's delay in performance or other breach of Subcontractor's obligations under this Subcontract, Honeywell will be entitled to recover damages from Subcontractor.
- D. **Performance Assurance Plan.** If Honeywell, in its sole discretion, determines there is a significant risk that Subcontractor will fail, or that Subcontractor has failed, to meet, its performance or delivery obligations under this Subcontract, then Honeywell may require Subcontractor to perform under a Honeywell or Honeywell-approved Performance Assurance Plan. The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure or measure Subcontractor's adequate performance under identified provisions of this Subcontract. Any failure by Subcontractor to satisfy the terms of the Performance Assurance Plan is a material breach. Additionally, Honeywell has the right to intervene in the management of this Subcontract. Such intervention will be in the form of management assistance, and loan or lease of manpower and/or equipment to Subcontractor or sub-tier suppliers, as deemed appropriate by Honeywell. Subcontractor must provide Honeywell with access to the facilities, engineers, employees, and sub-tier suppliers. This intervention may continue until Subcontractor's performance or delivery is at a level acceptable to Honeywell and, in Honeywell's reasonable judgment, Subcontractor is able to maintain a satisfactory level of performance or delivery. The Performance Assurance Plan or intervention will not relieve Subcontractor of its obligations under this Subcontract. Subcontractor is liable for all work, costs and expenses Honeywell incurs or sustains by providing resources to assist Subcontractor in meeting its performance obligations under this Subcontract. Honeywell will have the right to seek recovery of all costs on a monthly basis. Subcontractor will pay Honeywell's costs within 30 days after receipt of invoice or Honeywell may setoff the costs from payments owing from Honeywell to Subcontractor.
- E. **Specific Performance.** Subcontractor hereby acknowledges and agrees that Honeywell would be irreparably damaged in the event that any of the provisions of this Subcontract were not performed in accordance with its specific terms or were otherwise breached. Accordingly, Subcontractor agrees that, in addition to any other remedy to which Honeywell is entitled at law or in equity, Honeywell will be entitled to a temporary, preliminary and/or permanent injunction(s) to prevent breach of and enforce terms in this Subcontract without the need to prove a lack of an adequate remedy at law. In either case, no bond or other security will be required of Honeywell except as required by the court. Subcontractor further acknowledges in the event it alleges a breach of the terms of this Subcontract, it will continue performance until such allegation is resolved and if Subcontractor fails to continue performance, Honeywell is entitled to a temporary, preliminary and/or permanent injunction or injunctions.
- F. **Stop Work.** At any time by written notice and at no cost, Honeywell may require Subcontractor to stop all or any part of the work under this Subcontract, for up to 120 days ("**Stop Work Order**"), and for any further period as Subcontractor and Honeywell may agree. Immediately upon receipt of the Stop Work Order, the Subcontractor will comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work stoppage. During the Stop Work Order period, the Subcontractor will protect, store and secure such goods, materials, components or the works as well as any tools used for Subcontract Work production against any deterioration, loss or damage. Immediately upon receipt of a Stop Work Order, the Subcontractor will comply with its terms. At any time during the Stop Work Order period, Honeywell may, in whole or in part, either cancel the Stop Work Order or terminate this Subcontract, upon written notice with no liability except for any Subcontract Work delivered and accepted by Honeywell prior to the effective date

of termination. To the extent the Stop Work Order is canceled or expires, Subcontractor must immediately resume work.

- G. Default. If, in Honeywell's exclusive judgment, the Subcontractor is failing to satisfactorily perform any aspect of the Subcontract Work including, but not limited to, failure to pay its creditors, Honeywell may, at its sole option, take whatever steps it deems necessary to correct any deficiency, including but not limited to:
- 1) requiring Subcontractor to correct, replace and/or re-execute, faulty or defective Subcontract Work done or materials furnished at Subcontractor's cost; and/or
 - 2) requiring Subcontractor to increase the number of workmen assigned to the Subcontract Work and to use overtime labor or work on Saturdays, Sundays or holidays to complete the Subcontract Work on schedule; or
 - 3) terminating this Subcontract and completing or correcting the Subcontract Work itself, or retaining others to do so. Honeywell may require materials of the Subcontractor to be left on the Subcontract Work site for use in completing or correcting the Subcontract Work.

Subcontractor will be responsible for all costs or expenses incurred by Honeywell as a result of Subcontractor's failure to satisfactorily perform.

14. WARRANTY AND REMEDIES

- A. Warranty. The Subcontractor warrants its work against all deficiencies and defects in materials and workmanship and as called for in the Subcontract Documents, in addition to any applicable legal warranty of quality.

The Subcontractor agrees to satisfy the warranty obligations which appear within the warranty period established in the Subcontract Documents without cost to the Owner, Customer or Honeywell. Unless a longer period is specified in the Subcontract Documents, the Subcontractor will warrant the work for a period of two (2) years from the date(s) of substantial completion of all or each designated portion of the Subcontract Work or acceptance or use by Honeywell, Customer or Owner of each designated area, system, equipment and item, whichever is later. For any Subcontract Work that has to be reperfomed or corrected, the warranty period will be two years from substantial completion of the reperfomed Subcontract Work.

The Subcontractor further agrees to furnish any special warranties that will be required in accordance with the Subcontract documents for the Subcontract Work prior to final payment.

- B. Uncovering of Work. If required in writing by Honeywell, the Subcontractor must uncover any portion of the Subcontract Work which has been covered by the Subcontractor or in violation of the Subcontract Documents or contrary to a directive issued to the Subcontractor by Honeywell. Upon receipt of a written directive from Honeywell, the Subcontractor will uncover the work for Honeywell's or Owner's inspection and then restore the uncovered work to its original condition at the Subcontractor's time and expense.
- C. Correction of Work. The Subcontractor is required to correct in a timely fashion any Subcontract Work rejected by Honeywell, Owner or Customer for failing to comply with the Subcontract Documents whether observed prior to the commencement of the warranty period(s) or during the warranty period(s) established under this Warranty and Remedies Section. The Subcontractor will correct at its own cost and time and bear the expense of additional services for any non-conforming Subcontract Work.

15. RELEASE AND LIEN WAIVER

Subcontractor agrees to waive and release all lien and claim rights now existing or which may arise on the Subcontract Work and to furnish waivers of liens and claims from every person furnishing labor or material for the Subcontract Work in a form acceptable to Honeywell; and to protect Honeywell, the Subcontract Work, the Customer and the Owner from all expenses arising out of the Subcontractor's efforts under this Subcontract.

16. RELEASE AND WAIVER OF CLAIMS

Subject to the applicable laws, Subcontractor agrees to waive and release all claims now existing or which may arise on the Subcontract Work and to furnish waivers of claims from every person furnishing labor or material for the Subcontract Work in a form acceptable to Honeywell; and to protect Honeywell, the Subcontract Work, the Customer and the Owner from all expenses arising out of the Subcontractor's efforts under this Subcontract

17. CONFIDENTIAL INFORMATION AND DATA SECURITY

- A. Definition. “**Confidential Information**” means, subject to the Exclusions below, all information, including without limitation Honeywell's specifications, samples, drawings, materials, know-how, designs, processes, Work Product, software, other technical, business, or financial information, data, the terms and conditions of this and any Personal Data of all Honeywell officers, directors, employees, agents, contractors, customers and suppliers that: (a) is supplied to or observed or overheard by Subcontractor in connection with this Subcontract; (b) Subcontractor designs, develops, or creates for or on behalf of Honeywell in connection with this Subcontract; or (c) all derivatives of (a) and (b) that Subcontractor has or will design, develop or create. Subcontractor's obligations of confidentiality with respect to Confidential Information continue for 10 years after expiration or termination of this Subcontract, except for Personal Data and trade secrets which will be held in confidence perpetually, and other Confidential Information which the Parties agree, in writing, will be held in confidence perpetually.
- B. Use of Confidential Information. Subcontractor will: (a) disclose Confidential Information only to (i) its employees having a need-to-know with respect to the intent of this Subcontract, and (ii) those of its agents, personnel or third parties who are required to have the Confidential Information in connection with the performance of the Subcontract Work or the performance of obligations under this Subcontract, and, whether (i) or (ii), are bound in writing to Subcontractor to protect and use the Confidential Information in accordance with the confidentiality obligations of this Subcontract, and Subcontractor will be responsible for any breaches of the confidentiality obligations of this Subcontract, by these employees, agents, personnel or third parties; (b) use Confidential Information only in relation to the performance of the Subcontract Work or the performance of obligations under this Subcontract, or as provided in this Subcontract; (c) protect the Confidential Information using the same degree of care as it uses to protect its own proprietary information, but with no less than a reasonable degree of care; and (d) not decompile, disassemble, decode, reproduce, redesign, or reverse engineer Confidential Information or any part thereof. Subcontractor may make a limited number of copies of Confidential Information as necessary to complete the performance or receipt of the Subcontract Work or the performance of obligations under this Subcontract. All copies made will reproduce the restrictive legends of the original. Each Party retains ownership of its Confidential Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets.
- C. Exclusions. This Subcontract imposes no obligation upon Subcontractor if Subcontractor can demonstrate that the Confidential Information: (a) was rightfully in Subcontractor's possession before receipt from Honeywell and was not accompanied by a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault or negligence of Subcontractor; (c) is rightfully received by Subcontractor from a third party and is not accompanied by a duty of confidentiality; (d) is disclosed by Honeywell to a third party without a duty of confidentiality on the third party; (e) is independently developed by Subcontractor without use of Honeywell's Confidential Information; or (f) is disclosed under operation of law, provided Subcontractor notifies Honeywell and upon Honeywell's request and at Honeywell's cost cooperates in all reasonable respects to contest the disclosure or obtain a protective order or other remedy.
- D. Return. Subcontractor will return or destroy, at Honeywell's discretion, Confidential Information and all copies upon the earlier of Honeywell's written request or termination of this Subcontract and will certify in writing to the return or destruction within 30 calendar days, except for any such Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable. Notwithstanding the foregoing, Subcontractor may retain (i) one copy of the Confidential Information to the extent required for evidentiary purposes, (ii) Business Contact Details to the limited extent they are needed to manage

any ongoing relationship with Honeywell, and (iii) Personal data which forms part of Subcontractor's business accounts and/or records relating to the performance of this Subcontract that are required for evidentiary purposes or required by law, where the purpose of such accounts or records cannot be achieved if the Personal Data contained therein is deleted or otherwise anonymized.

- E. Subcontractor Confidential information. Subcontractor will take all reasonable steps to provide the Subcontract Work under this Subcontract and any Statement of Work without providing any Subcontractor confidential information to Honeywell. Accordingly, Honeywell will be under no duty of confidentiality except for Subcontractor's confidential information and the terms governing use and disclosure expressly set out in the Subcontractor's Confidential Information Exhibit attached to this Subcontract, if any.
- F. Security Terms and Conditions. Subcontractor will comply with *Honeywell's Security Terms and Conditions for Suppliers* attached to this Subcontract.
- G. People's Republic of China State Secret. If Subcontractor is organized under the laws of the People's Republic of China, Subcontractor hereby represents and warrants to Honeywell that (i) it has not disclosed, and will not disclose to Honeywell in any manner any information that would be considered a state secret of the PRC ("PRC State Secret") unless authorized to do so in accordance with the PRC laws and regulations; (ii) if Subcontractor is duly authorized to disclose any PRC State Secret, prior to its disclosure, it will obtain Honeywell's written consent and complete all the requisite government approval and identification processes; (iii) if any information that Subcontractor has disclosed to Honeywell is later determined as a PRC State Secret, it will notify Honeywell in writing immediately, advise and assist Honeywell in taking all the necessary measures to ensure the appropriate protection or disposal thereof in full compliance with the PRC laws and regulations; and (iv) Subcontractor will indemnify Honeywell for any damages resulting from its disclosure of any PRC State Secret to Honeywell in violation of the PRC laws or regulations or this Subcontract. Honeywell hereby disclaims any intent to receive, accept, access or use any PRC State Secret.

18. DATA PRIVACY

- A. "**Applicable Data Privacy Laws**" means applicable data protection, privacy, breach notification, or data security laws or regulations.

"**Business Contact Details**" means business contact details relating to an individual in a Party's business, such as first name, last name, initials, email address, job title or place of work, that are needed by the other Party for the purposes of managing the relationship between the Parties.

"**Personal Data**" means any information relating to an identified or identifiable natural person as defined under Applicable Data Privacy Laws.

The terms "**Service Provider**" or "**Contractor**" will have the meaning defined in the California Consumer Privacy Act (CCPA) as amended or analogous definitions in Applicable Data Privacy Laws.

- B. Each Party may process the Business Contact Details or additional categories of Personal Data of the other in connection with this Agreement as an independent Data Controller (as that term or similar variants may otherwise be defined under Applicable Data Privacy Laws) to the extent necessary to perform their obligations hereunder. If the Parties transfer Personal Data from the European Economic Area (EEA), UK, Switzerland or any other jurisdiction that restricts the cross-border transfer of Personal Data or requires a data transfer mechanism for data transfers to locations outside of that jurisdiction, each Party agrees to be bound by the terms of the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("**Controller SCCs**") in its capacity as "data exporter" or "data importer," as applicable, and as those terms are defined therein. For jurisdictions outside of the EEA, all references to "GDPR" in the Controller SCCs will be deemed to refer to the Applicable Data Privacy Law. The Controller SCCs will be deemed to have been signed by each Party and are hereby

incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out in the "Controller to Controller Transfers" document published at <https://www.honeywell.com/us/en/company/data-privacy>. If there is a conflict between this Agreement and the SCCs, the Controller SCCs will prevail. Where there is a change in the law that requires that the Controller SCCs be amended or replaced, such legally required changes will be deemed to have been made automatically without further action by the Parties.

- C. **To the extent that** the provision of the Products, Services, Goods, Works and/or Deliverables requires Subcontractor to process Personal Data as a processor, Service Provider or Contractor on behalf of Honeywell (or Honeywell's customer) as a controller or "Business," the Honeywell Data Processing Exhibit for Suppliers attached to this Agreement will apply to the processing.

19. TECHNOLOGY AND INTELLECTUAL PROPERTY RIGHTS

A. Definitions

"Background Technology" means the Intellectual Property Rights in any Confidential Information, Specifications, Technical Data, Computer Software, Source Code, and Inventions created, conceived, or developed by the personnel of a Party without access to any Confidential Information of the other Party either (a) prior to this Subcontract or (b) other than in the performance of this Subcontract.

"Computer Software" means the computer programming code substantially in binary form that is directly executable by a computer after processing, but without requiring compilation or assembly, databases, database management systems, files, and records.

"Deliverables" mean the documents, reports, material, prototypes, information, data, Computer Software, Source Code, and other items (if any, but excluding Subcontract Work) specified in this Subcontract and its attachments to be delivered to Honeywell by or on behalf of Subcontractor.

"Foreground Technology" means the Intellectual Property Rights in any Confidential Information, Technical Data, Computer Software, Source Code, and Inventions created, conceived, or developed by the personnel of a Party in the performance of this Subcontract or resulting from access to the Confidential Information of the other Party.

"Intellectual Property Rights" mean all worldwide intellectual property rights, whether arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; and (d) any right analogous to those set forth herein and any other proprietary rights relating to intangible property; but specifically excluding trademarks, service marks, trade dress, and trade names.

"Inventions" mean know-how, ideas, concepts, processes, and discoveries, which are or may be patentable or otherwise protectable under Title 35 of the United States Code or similar provisions in any country party to the Patent Cooperation Treaty.

"Joint Technology" means the Intellectual Property Rights in any Confidential Information, Technical Data, Computer Software, Source Code, and Inventions jointly created, conceived, or developed by personnel of both Parties in the performance of this Subcontract.

"Source Code" means the human readable embodiment of the Computer Software code, in or on any electronic media, and includes complete comments, flow charts, program narratives, and all related system and programming documentation for the Computer Software, every change to the Computer Software and all externalizations, utilities and compilers required to utilize, execute and modify the source code form of the Computer Software and which is sufficient to enable a reasonably skilled programmer to maintain and enhance the Computer Software.

"Specification" means the Honeywell technical requirements for the Goods and Deliverables as described in this Subcontract and its attachments.

“Technical Data” means recorded data, know-how, and other information of a scientific or technical nature including, without limitation: drawings; engineering reports; designs; Specifications; test results; test methodologies; and process or technique information, such as manufacturing, installation, assembly, operation, testing, and/or maintenance documentation, regardless of its form, the medium of recording, or the method of recording (e.g., written, printed, electronic, disk). Technical Data as used herein also includes data, know-how, and information presented in visual and/or audio formats such as graphics, video recordings, pictures, movies, and/or audio recordings in any form.

- B. Honeywell Trademarks. No license, either express or implied, is granted to Subcontractor hereunder to use as a trademark or otherwise the word “Honeywell” or any other trademark or trade or product name of Honeywell, or any word or mark similar thereto.
- C. Intellectual Property Assurances. All Subcontractor personnel participating in the performance of this Subcontract will be under written agreements with the Subcontractor to assign all rights in Subcontractor’s Foreground Technology to Subcontractor. Subcontractor will disclose to Honeywell all Inventions created, conceived, or developed by Subcontractor personnel that constitute Foreground Technology and that per the terms of this Subcontract may be owned (in whole or in part) by or licensed to Honeywell within 30 days of such creation, conception, or development. Subcontractor and its personnel will provide Honeywell, and/or any Honeywell designee, all reasonable assistance and execute all documents necessary to assist and/or enable Honeywell to perfect, preserve, register and/or record Honeywell’s rights in Subcontractor’s Foreground Technology.
- D. Background Technology. Each Party will retain all right, title and interest in and to their respective Background Technology, subject to any licenses that may be granted in this Subcontract. Honeywell hereby grants to Subcontractor a fully paid-up, non-exclusive license to use Honeywell’s Background Technology, Foreground Technology, and Joint Technology solely for the purposes of designing, manufacturing, selling or otherwise providing Subcontract Work to Honeywell as contemplated under this Subcontract.
- Subcontractor hereby grants to Honeywell a worldwide non-exclusive, royalty free license to use Subcontractor’s Background Technology to the extent necessary for Honeywell to use the Subcontract Work provided by Subcontractor as reasonably contemplated and to complete its obligations under the higher tier contract giving rise to this Subcontract.
- E. Foreground Technology. All Foreground Technology will be the sole and exclusive property of Honeywell and Honeywell will retain any and all rights to file any patent applications or other registrations thereon. To the extent required, Subcontractor hereby agrees to grant and grants to Honeywell any and all license rights in Subcontractor’s Background Technology required for Honeywell to use the assigned Foreground Technology in the normal course of Honeywell’s business operations.
- F. Joint Technology. All Joint Technology will be the sole and exclusive property of Honeywell. Subcontractor hereby irrevocably assigns, transfers, and conveys to Honeywell all right, title and interest in and to all Joint Technology with Honeywell having the sole and exclusive right to obtain, hold and renew, in its name only or for its own benefit, patents, copyrights, registrations, or other appropriate protection. No Joint Technology rights of any kind are reserved or retained by Subcontractor.
- G. Transfer of Technology Ownership. Each work of authorship constituting Subcontractor’s Foreground Technology is deemed to be a “work made for hire” under U.S. Copyright Law and Honeywell will be deemed the author of such work. If any such work is determined not to be a work made for hire, this article will operate as an irrevocable assignment by the author and the Subcontractor of all right, title and interest throughout the world in the copyright in the work, including the right to make derivatives thereof and revisions thereto. Further, to the extent that exclusive title and ownership rights in Foreground Technology does not originally vest in Honeywell, Subcontractor hereby irrevocably assigns, transfers, and conveys to Honeywell all right, title and interest in and to all Foreground Technology with Honeywell having the sole and exclusive right to

obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. No Foreground Technology rights of any kind are reserved or retained by Subcontractor.

- H. Deliverables. Subcontractor hereby assigns all right and title in and to all Deliverables to Honeywell. Honeywell's ownership of the Deliverables and the associated Intellectual Property Rights is not intended, and will not be construed, to grant Honeywell the right to use any Subcontractor owned Background Technology other than the Deliverables themselves and the information contained therein except to the extent such rights or licenses are expressly granted to Honeywell in this Subcontract.

Honeywell has the right to use Deliverables for any purpose and without restrictions of any kind (including, but not limited to reproduction, distribution, display, modification, performance, and preparation of derivative works based on Deliverables as well as to use Deliverables to make, have made, sell, offer to sell, import, use, or otherwise dispose of products and services) and to grant licenses directed to the foregoing.

- I. Specification. In the event that Subcontractor suggests or proposes any modifications to Honeywell's Specification that includes Subcontractor Background Technology, Subcontractor grants and agrees to grant to Honeywell an irrevocable, royalty free, paid up, and worldwide license, with the right to sub-license, in such Subcontractor Background Technology to use, reproduce, disclose to others, modify, and create derivative works based on the Specification (and permit others to do any of the foregoing) and to make, use, sell, offer for sale, have made, import, or otherwise dispose of any products or services.
- J. Survival. The provisions of this article will survive the expiration, termination, or cancellation of this Subcontract.

20. COMPLIANCE WITH LAWS

Subcontractor agrees to comply with all applicable statutes, rules, regulations, codes and ordinances of any federal, state, local, provincial or municipal government agency, applying to the Subcontract Work required by this Subcontract, including any authorized changes. Subcontractor further represents and warrants that it is fully licensed to perform the Subcontract Work, and it will keep all such licenses current and valid during the performance of the Subcontract Work. Subcontractor will obtain all necessary permits required to do the Subcontract Work.

21. COMPLIANCE WITH LAWS AND INTEGRITY

Subcontractor will comply with all laws, orders, rules, regulations and ordinances and Honeywell's Supplier Code of Business Conduct ("**Code**") in performing this Subcontract. A copy of the Code may be obtained at <https://www.honeywell.com/who-we-are/integrity-and-compliance>. Subcontractor agrees to abide by the Code and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code and that effectively prevents and corrects ethical violations and maintains compliance with laws. Subcontractor and its employees, agents, representatives and subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Honeywell, to its employees, agents or representatives, other than payments set forth in this Subcontract or other written contractual agreement between Subcontractor and Honeywell; or (b) to or from any third party for the purpose of influencing the performance by Subcontractor or Honeywell of its respective duties hereunder. Subcontractor warrants it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, and similar anti-bribery legislation or requirements. A breach of this provision will be deemed a material breach of this Subcontract and grounds for termination of this Subcontract.

Subcontractor will indemnify and hold harmless Honeywell from and against any and all loss, cost, expense (including reasonable attorney and professional fees), claims, damage, or liability arising out of or resulting from or occurring in connection with Subcontractor's breach of this Section.

Subcontractor acknowledges that in the event of Subcontractor's breach of its obligations, warranties and representations under this section, Honeywell may suffer damage to its reputation and loss of business which is incapable of accurate estimation. Subcontractor will comply with all laws, orders, rules, regulations and ordinances and Honeywell's Supplier Code of Business Conduct ("**Code**") in performing this Subcontract. A copy of the Code may be obtained at <https://www.honeywell.com/who-we-are/integrity-and-compliance>. Subcontractor agrees to abide by the Code and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code and that effectively prevents and corrects ethical violations and maintains compliance with laws. Subcontractor and its employees, agents, representatives and subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Honeywell, to its employees, agents or representatives, other than payments set forth in this Subcontract or other written contractual agreement between Subcontractor and Honeywell; or (b) to or from any third party for the purpose of influencing the performance by Subcontractor or Honeywell of its respective duties hereunder. Subcontractor warrants it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, and similar anti-bribery legislation or requirements. A breach of this provision will be deemed a material breach of this Subcontract and grounds for termination of this Subcontract.

Subcontractor will comply with all laws, orders, rules, regulations and ordinances and Honeywell's Supplier Code of Business Conduct ("**Code**") in performing this Subcontract. A copy of the Code may be obtained at <https://www.honeywell.com/who-we-are/integrity-and-compliance>. Subcontractor agrees to abide by the Code and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code and that effectively prevents and corrects ethical violations and maintains compliance with all applicable laws. Subcontractor and its employees, agents, representatives and subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Honeywell, to its employees, agents or representatives, other than payments set forth in this Subcontract or other written contractual agreement between Subcontractor and Honeywell; or (b) to or from any third party for the purpose of influencing the performance by Subcontractor or Honeywell of its respective duties hereunder. Subcontractor warrants it has and will comply with the federal *Corruption of Foreign Public Officials Act* (S.C. 1998, c. 34), the *Criminal Code* (with respect to bribery and corruption) and the Québec's *Anti-Corruption Act* (c. L-6.1), U.S. Foreign Corrupt Practices Act, UK Bribery Act, and similar anti-bribery legislation or requirements. A breach of this provision will be deemed a material breach of this Subcontract and grounds for termination of this Subcontract.

To the extent employment activities of Subcontractor occur in Canada and if otherwise applicable, the Subcontractor will abide by the requirements of the any applicable provincial or territorial laws related to discrimination.

Subcontractor will indemnify and hold harmless Honeywell from and against any and all loss, cost, expense (including reasonable legal and professional fees), claims, damage, or liability arising out of or resulting from or occurring in connection with Subcontractor's breach of this Section.

Subcontractor acknowledges that in the event of Subcontractor's breach of its obligations, warranties and representations under this section, Honeywell may suffer damage to its reputation and loss of business which is incapable of accurate estimation.

22. U.S. GOVERNMENT COMPLIANCE.

To the extent this Subcontract (i) is in furtherance of a United States Government contract or subcontract that is subject to the U.S. Federal Acquisition Regulation (FAR) and/or other agency supplements, it incorporates by reference the Supplemental Provisions Under Fixed Price U.S. Government Contracts for Commercial Items, or (ii) is funded or otherwise the subject of a United States Government Grant, it incorporates by reference the Supplemental Provisions Under U.S. Government Grants, both sets of Supplemental Provisions are accessible at <https://www.honeywell.com/en-us/company/integrity-and-compliance>.

To the extent employment activities of Subcontractor occur in the United States and if otherwise applicable **this contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.**

23. CONFLICT MINERALS

Subcontractor will comply with applicable “**Conflict Minerals**” laws relating to the sourcing of products containing tin, tungsten, tantalum or gold (“**3TG**”) originating from Conflict Affected and High-Risk Areas (“**CAHRAs**”) including the Democratic Republic of the Congo and adjoining countries. Subcontractor will have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides to Honeywell; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from CAHRAs directly or indirectly finance the conflict in the CAHRAs, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Upon request, Subcontractor will provide to Honeywell disclosures regarding the use of Conflict Minerals in any Goods provided by Subcontractor to Honeywell, in the form reasonably requested by Honeywell, and will provide such additional related information and documentation as Honeywell may reasonably request to evidence Subcontractor's compliance with this Section. Subcontractor will take all other measures as are necessary to comply with Conflict Minerals regulations, as they may be amended over time.

24. SANCTIONS

Subcontractor represents, warrants, and agrees that:

Subcontractor is not a “**Sanctioned Person**,” meaning any individual or entity: (1) 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 lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba; Iran; North Korea; Syria; and the Crimea, People's Republic of Donetsk, and People's Republic of Luhansk regions of Ukraine/Russia) (“**Sanctioned Jurisdictions**”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Relating to this Subcontract, Subcontractor is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“**Sanctions Laws**”). Subcontractor will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this Subcontract and performance under this Subcontract. Subcontractor will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Subcontractor will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Subcontractor will not source any components, technology, software, or data for utilization in Honeywell products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Subcontractor's failure to comply with this provision will be deemed a material breach of the Subcontract, and Subcontractor will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Subcontractor agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability. Subcontractor represents, warrants, and agrees that:

Subcontractor is not a “**Sanctioned Person**,” meaning any individual or entity: (1) 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**”), sanctions lists administered under Canada’s Special Economic Measures Act (“**SEMA**”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by Canada or the United States, which are subject to regulatory updates, but at the time of contract include Cuba; Iran; North Korea; Syria; and the Crimea, People’s Republic of Donetsk, and People’s Republic of Luhansk regions of Ukraine/Russia (“Sanctioned Jurisdictions”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Relating to this Subcontract, Subcontractor is in compliance with and will continue to comply with all economic Sanctions Laws administered by the Canadian government, OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“**Sanctions Laws**”). Subcontractor will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this Subcontract and performance under this Subcontract. Subcontractor will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Subcontractor will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Subcontractor will not source any components, technology, software, or data for utilization in Honeywell products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Subcontractor’s failure to comply with this provision will be deemed a material breach of the Subcontract, and Subcontractor will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Subcontractor agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

25. IMPORT AND EXPORT COMPLIANCE

- A. Import. In the event government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the goods imported under this Subcontract. Honeywell reserves the right to terminate this Subcontract in accordance with the Termination provisions.
- B. Export. Subcontractor will comply with all export laws and regulations of all countries involved in transactions associated with this Subcontract.

If the receiving Party receives hardware, technical information, manufacturing drawings, specifications, software or similar type items from the disclosing Party, it is the responsibility of the receiving Party to ensure compliance with all U.S. export laws and regulations, as well as all applicable local export laws and regulations if the receiving Party is located outside the U.S., in the performance under this Subcontract. These laws include, but are not limited to, (a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations (“**ITAR**”), and (b) Exports Controls Act of 2018, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations (“**EAR**”), and all applicable local export laws and regulations if the receiving Party is located outside the U.S.

No hardware, technical information, manufacturing drawings, specifications, software or similar type items whose export is controlled by the U.S. Department of State or the U.S. Department of Commerce will be transferred, disclosed or exported to “**Foreign Persons**,” as defined in the above-stated laws and regulations, without specifically obtaining approvals from the U.S. Department of State’s Office of Defense Trade Controls or from the U.S. Department of Commerce’s Bureau of Industry and Security, as required.

If the receiving Party intends to transfer, disclose or export any of the disclosing Party technical information, manufacturing drawings, specifications, software or similar type items to any Foreign

Persons, prior written authorization of the disclosing Party must be obtained prior to the receiving Party obtaining U.S. Government licenses or other approvals as stated above. The receiving Party agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce. If the receiving Party receives hardware, technical information, manufacturing drawings, specifications, software or similar type items from the disclosing Party, it is the responsibility of the receiving Party to ensure compliance with all Canadian export laws and regulations, as well as all applicable local export laws and regulations if the receiving Party is located outside Canada, in the performance under this Subcontract. These laws include, but are not limited to the Defense Production Act and the Export and Import Permits Act.

26. NON-MILITARY END USER AND END USE CERTIFICATION

In order to satisfy U.S. export control laws, Subcontractor confirms that it is not an entity that meets the definition of a military end user in China (including, Hong Kong and Macau), Russia, Belarus, Myanmar/Burma, Venezuela, or Cambodia ("**Military End User**") or sells items that support or contribute to a Military End Use by a Military End User. Military End User includes any entity that is part of the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support "military end uses." "**Military End Uses**" includes use of an item to support or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of military items. In addition, if and as applicable, Subcontractor will not divert or in any way utilize or sell products, materials, or technology/technical information/specifications supplied by or on behalf of Honeywell to Subcontractor under or in connection with this Subcontract to/for any entity which is a Military End User or for Military End Uses by a Military End User. Should the foregoing occur, Subcontractor will immediately notify Honeywell and cease all activities associated with the transaction in question if it knows or has a reasonable suspicion that such products, materials, technical information, plans, or specifications may be exported, reexported, or transferred to a Military End User or in support of a Military End Use by a Military End User. Subcontractor's failure to comply with this provision will be deemed a material breach of this Subcontract. Notwithstanding anything to the contrary in this Subcontract, Honeywell may take any and all actions required to ensure full compliance with applicable export control laws without Honeywell incurring any liability.

27. APPLICABLE LAW AND FORUM

This Subcontract will be governed by the laws of the state or province and the applicable federal laws of the country where the Subcontract Work is performed, unless otherwise specified in the Subcontract Documents.

28. INDEMNIFICATION

Subcontractor will, at its expense, defend, indemnify and hold harmless Honeywell and its subsidiaries, Affiliates, and agents and their respective officers, directors, shareholders, and employees, and Honeywell's customers (collectively, "**Indemnitees**") from and against any and all loss, cost, expense, damage, claim, action, suit, demand, or liability, including reasonable legal and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee ("**Loss**") arising out of, resulting from or occurring in connection with Subcontractor's acts, omissions, negligence, willful misconduct, violation of law, or breach of the terms of this Subcontract. All Honeywell remedies set forth in this Subcontract are in addition to, and will in no way limit, any other rights and remedies that may be available to Honeywell at law or in equity.

29. INTELLECTUAL PROPERTY INDEMNIFICATION

- A. For anything provided by or through Subcontractor, including without limitation any item, material, good, deliverable, service or product (collectively, "**Material**"), Subcontractor will, at its expense, defend, hold harmless and indemnify the Indemnitees from and against any and all Loss arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright or trademark infringement; (b) infringement by machines, articles of manufacture, compositions of matter or processes, or any portion thereof; (c) unlawful disclosure, use or misappropriation of trade secrets;

or (d) any other violation of any intellectual property right. If an infringement claim is upheld or is reasonably believed by Honeywell to be upheld, or if any injunction or restraining order is issued, Subcontractor will, at its expense, obtain for Indemnitee, at Indemnitee's election, either the right to continue to use and commercialize the allegedly infringing Material, and any allegedly misappropriated trade secrets, or replace or modify the Material to make it non-infringing, provided that the replacement or modification is acceptable to Honeywell and does not impair the performance or functionality of the infringing Material.

- B. Any modification to, or substitute for, any allegedly infringing Material will be subject to all of the terms and conditions of this Subcontract, including, without limitation, the indemnification provisions in this Intellectual Property Indemnification clause.
- C. Subcontractor will also indemnify Honeywell's customers and agents for infringement if and to the extent that Honeywell has agreed to so indemnify them, but to no greater extent than Subcontractor has a duty to indemnify Honeywell herein and under the same conditions as set forth herein.
- D. Subcontractor's obligations to defend, indemnify, and hold harmless Indemnitees under this Section for infringement claims based on a United States patent do not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Honeywell's prime or higher tier contract, and Honeywell and its customers are not liable to the U.S. Government for any damages, losses, costs, and expenses, including reasonable attorney fees by a third party.
- E. In no event will Honeywell be required to indemnify or defend Subcontractor as a result of any claims or allegations of infringement.

30. SECURITY BREACH INDEMNIFICATION

- A. Subcontractor will defend, hold harmless and indemnify the Indemnitees from and against, and reimburse the Indemnitees for, any and all Security Breach Losses (as defined below) suffered or incurred by, awarded against or agreed to be paid by, any of the Indemnitees relating to, resulting from, or in connection with:
 - a. any Security Breach (as defined below) involving Subcontractor and/or Subcontractor's breach of any applicable data protection, privacy, breach notification, or data security law or regulation; or
 - b. any of the terms and conditions or obligations relating to information and data protection, privacy, breach notification, data security, or Personal Data set out in the Sections of this Subcontract titled "Confidential Information and Data Security" and "Data Privacy."
- B. **"Security Breach Losses"** means, except to the extent prohibited by applicable law, all liabilities, costs, losses, material and non-material damages, claims, actions, and expenses incurred by Honeywell or any Affiliate in connection with a Security Breach including, but not limited to, the cost of legal fees; fines, penalties, settlements, sanctions and similar assessments imposed by, and the reasonable costs of compliance with investigations conducted by, any data protection authority or other governmental, regulatory, administrative, judicial or other agency or similar body having authority over an Indemnitee; loss or damage to reputation, brand, or goodwill; compensation or other amounts paid to a data subject; and Security Breach investigation and response costs and expenses (including, but not limited to, the cost of call center support services, public relations and other crisis management services, and consulting, forensic, accounting, and auditing services).
- C. **"Security Breach"** means any event involving any actual, suspected, potential, or threatened compromise of the confidentiality, integrity, or availability of data and/or the networks, systems or databases on which the data is stored, transmitted or otherwise processed, including, but not limited to, any accidental, unlawful, or unauthorized disclosure, use, viewing, destruction, loss, alteration, or acquisition of, or access to, any data including Personal Data received by or through Subcontractor in performance of this Subcontract.

31. RIGHT TO DEFEND

- A. Subcontractor will have the right to conduct the defense and settlement of any claim or action described in the 'General Indemnification', 'Intellectual Property Indemnification' and the 'Security

Breach Indemnification' clauses of this Subcontract, if it acknowledges in writing its responsibility for such claim or action, but in no event will Subcontractor enter into any settlement without Honeywell's prior written consent which will not be unreasonably withheld. Indemnitee may participate in the defense or negotiations to protect its interests.

- B. If Subcontractor fails to defend or settle any Loss (including a Security Breach Loss) in a prompt and competent manner, then Honeywell, at its option, has the right to take over the defense and settlement of the Loss (including a Security Breach Loss) at Subcontractor's expense. Subcontractor will pay all costs, expenses (including reasonable attorney, legal and professional fees and costs), awards, judgments and settlements promptly as they become due, and Subcontractor will give Honeywell all information, assistance and authority to enable Honeywell to defend and settle the claim or action.

32. INSURANCE

Subcontractor will maintain, at its own expense and at all times during the course of this Subcontract, those insurance policies and minimum limits of coverage as designated below, with an A.M. Best's Insurance rating of A- or better:

- A. Commercial general liability coverage (including product liability, contractual liability and completed operations liability) in a sum no less than \ \$5,000,000;
- B. If automobiles will be used in performance of this Subcontract, automobile liability coverage in a sum no less than \ \$5,000,000;
- C. Workers' compensation coverage as required by any applicable law or regulation and in accordance with the laws of the state, territory, or province having jurisdiction over Subcontractor's employees;
- D. Employer's liability coverage in an amount of no less than \ \$1,000,000; and
- E. Contractors Pollution liability coverage (including lead and asbestos abatement and mold remediation) in a sum no less than \ \$5,000,000; and
- F. "All Risk" Property Damage insurance covering all tools and construction equipment owned, leased or borrowed by Subcontractor and its employees, as well as any materials/property for which the Subcontractor is on risk of loss in this Subcontract, for the full replacement values of said tools, equipment and materials/property.

Except for workers' compensation insurance and property damage insurance, all policies of insurance will include Honeywell International Inc., its subsidiaries, and its and their respective officers, directors, shareholders, employees, agents and Customer/Owner as additional insureds to the extent of Subcontractor's indemnification obligations pursuant to the Indemnification provisions of this Subcontract. For the property damage insurance, Honeywell International Inc. will be included as a loss payee as its interests may appear. All policies will provide that they are primary to and noncontributory with any and all insurance maintained by or afforded to an additional insured under such insurance.

All coverages and coverage limits required under this Subcontract can be met through any combination of primary and excess (umbrella) insurance policies allowed by law. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of any obligations under this Subcontract.

If the Subcontractor's scope of work covers design/build responsibilities, the Subcontractor will at its expense, procure and maintain Errors and Omissions Insurance in an amount no less than \ \$5 million.

Subcontractor will not enter upon the work site without first submitting to Honeywell the Certificates of Insurance required by this Subcontract. Any delay caused by the failure to submit the Certificates of Insurance will be solely for the Subcontractor's account and Subcontractor will not be entitled to any extensions of time. Subcontractor will be responsible for any delays resulting from the failure to provide the Certificates of Insurance.

Except where prohibited by law, Subcontractor will require its insurers to waive all rights of recovery or subrogation against Honeywell, its subsidiaries and affiliated companies, and its and their respective

officers, directors, shareholders, employees and agents. The amount of insurance carried in compliance with the above requirements is not to be considered as either a limitation on or satisfaction of the indemnification obligations in this Subcontract. Subcontractor will maintain, at its own expense and at all times during the course of this Subcontract, those insurance policies and minimum limits of coverage as designated below, with an A.M. Best's Insurance rating of A- or better:

- A. Commercial general liability coverage (including product liability, contractual liability and completed operations liability) in a sum no less than \ \$5,000,000;
- B. If automobiles will be used in performance of this Subcontract, automobile liability coverage in a sum no less than \ \$5,000,000;
- C. Workers' compensation coverage as required by any applicable law or regulation and in accordance with the laws of the state, territory, or province having jurisdiction over Subcontractor's employees;
- D. Employer's liability coverage in an amount of no less than \ \$1,000,000 - to the extent the Subcontractor does not already benefit from such coverage through an applicable regime in the jurisdiction of the Honeywell Project, including British Columbia's regime in the *Workers Compensation Act*, Alberta's regime in the *Workers' Compensation Act*, Saskatchewan's regime in *The Workers' Compensation Act*, Manitoba's regime in *The Workers Compensation Act*, Ontario's regime in the *Workplace Safety and Insurance Act*, New Brunswick's regime in the *Workers' Compensation Act*, Nova Scotia's regime in the *Workers' Compensation Act*, Newfoundland and Labrador's regime in the *Workplace Health, Safety and Compensation Act, 2022*, Prince Edward Island's regime in the *Workers Compensation Act*, Yukon's regime in the *Workers' Safety and Compensation Act*, the Northwest Territories' regime in the *Workers' Compensation Act*, and Nunavut's regime in the *Workers' Compensation Act*;
- E. Contractors Pollution liability coverage (including lead and asbestos abatement and mold remediation) in a sum no less than \ \$5,000,000; and
- F. "All Risk" Property Damage insurance covering all tools and construction equipment owned, leased or borrowed by Subcontractor and its employees, as well as any materials/property for which the Subcontractor is on risk of loss in this Subcontract, for the full replacement values of said tools, equipment and materials/property.

Except for workers' compensation insurance and property damage insurance, all policies of insurance will include Honeywell International Inc, its subsidiaries, and its and their respective officers, directors, shareholders, employees, agents and Customer as additional insureds to the extent of Subcontractor's indemnification obligations pursuant to the Indemnification provisions of this Subcontract. For the property damage insurance, Honeywell International Inc. will be included as a loss payee as its interests may appear. All policies will provide that they are primary to and noncontributory with any and all insurance maintained by or afforded to an additional insured under such insurance.

All coverages and coverage limits required under this Subcontract can be met through any combination of primary and excess (umbrella) insurance policies allowed by law. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of any obligations under this Subcontract.

If the Subcontractor's scope of work covers design/build responsibilities, the Subcontractor will at its expense, procure and maintain Errors and Omissions Insurance in an amount no less than \ \$5 million.

Subcontractor will not enter upon the work site without first submitting to Honeywell the Certificates of Insurance required by this Subcontract. Any delay caused by the failure to submit the Certificates of Insurance will be solely for the Subcontractor's account and Subcontractor will not be entitled to any extensions of time. Subcontractor will be responsible for any delays resulting from the failure to provide the Certificates of Insurance.

Except where prohibited by law, Subcontractor will require its insurers to waive all rights of recovery or subrogation against Honeywell, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees and agents. The amount of insurance carried in

compliance with the above requirements is not to be considered as either a limitation on or satisfaction of the indemnification obligations in this Subcontract.

33. AUDIT AND RECORDS

- A. Records. Subcontractor will retain and preserve all records and materials, including invoice records, pertaining to this Subcontract, for a period of ten (10) years after the final delivery, expiration or termination of this Subcontract, or for the period prescribed by applicable law, whichever period is longer. Thereafter, Subcontractor will not destroy or dispose of or allow the destruction or disposition of such records and materials without first offering, in writing, to deliver such records and materials or copies thereof to Honeywell at Honeywell's expense. If Honeywell fails to request such records and materials within 90 days after receipt of the written offer, Subcontractor may destroy or dispose of such records and materials. Subcontractor will require each of its sub-tier subcontractors and suppliers to do likewise with respect to their records and materials.
- B. Audit. At any time during the term of this Subcontract and for seven (7) years following the expiration or termination of this Subcontract, or for the period prescribed by applicable law, whichever period is longer, Honeywell (or its duly authorized agents) may, upon no less than five (5) days prior written notice to Subcontractor, audit Subcontractor's books and records to verify Subcontractor's compliance with its obligations under this Subcontract. With regard to any information provided by Subcontractor that is not otherwise publicly available or owned or licensed by Honeywell, Honeywell will use such information only for purposes of determining Subcontractor's compliance with this Subcontract. Subcontractor will provide, and will require each of its sub-tier subcontractors and suppliers to provide, Honeywell access to Subcontractor's and Subcontractor's sub-tier subcontractors and supplier's books, other pertinent records, and any other information as requested by Honeywell's auditors at no cost to Honeywell during normal working hours. During the audit, if any invoice submitted by Subcontractor is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding or new invoice following the discovery of the error and the resulting payment or credit will be issued promptly. Subcontractor will promptly correct any deficiencies discovered as a result of the audit.

34. CLAIMS AND DISPUTE RESOLUTION

- A. Claims. If any dispute will arise between Honeywell and Subcontractor regarding performance of the Subcontract Work, any alleged Subcontract Work, or whether written directions constitute a change under the Changes clause of this Subcontract, Subcontractor will timely perform the disputed Subcontract Work and will give written notice of a claim for additional compensation or an extension of time for the Subcontract Work within ten (10) days after the occurrence of the event giving rise to the dispute. Subcontractor's failure to give written notice within the ten (10) day period constitutes an agreement by Subcontractor that it will receive no extra compensation or time for the disputed Subcontract Work.
- B. Claims Resolution. Except as otherwise set forth below, any dispute arising out of or relating to this Subcontract will be finally resolved by a sole arbitrator in accordance with the Center for Public Resources (CPR) Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be at a location specified by Honeywell.

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Subcontract, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

Any dispute involving intellectual property rights will be adjudicated before a court of competent jurisdiction and this section will not be binding on either party with respect to the dispute in its entirety or any related dispute, including any portions of the dispute that do not concern intellectual property rights.

Subcontractor agrees, at Honeywell's sole discretion, to join and to participate in any dispute resolution process required by Honeywell's contract with the Customer and/or Owner if any dispute relates to Subcontractor's work. In the event that the Subcontractor makes a claim for additional compensation or any other relief that, in Honeywell's sole judgment, arises out of acts or conditions for which the Customer and/or Owner may be responsible, Subcontractor will participate in the dispute resolution process with the Customer and/or Owner and agreed to be bound by the results.

This Subcontract to arbitrate will not be deemed a limitation of rights or remedies under the laws of the United States of America, under applicable state mechanics' lien laws, or under applicable labor or material payment bonds unless the rights are expressly waived by the Subcontractor. Except as otherwise set forth below, any dispute arising out of or relating to this Subcontract will be resolved through arbitration in accordance with the rules of the ADR Institute of Canada in effect at the time the dispute is arbitrated and judgment upon the award rendered following such arbitration may be entered by any court having jurisdiction thereof. The place of arbitration will be at a location specified by Honeywell.

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Subcontract, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

Any dispute involving intellectual property rights will be adjudicated before a court of competent jurisdiction and this Section will not be binding on either party with respect to the dispute in its entirety or any related dispute, including any portions of the dispute that do not concern intellectual property rights.

Subcontractor agrees, at Honeywell's sole discretion, to join and to participate in any dispute resolution process required by Honeywell's contract with the Customer and/or Owner if any dispute relates to Subcontractor's work. In the event that the Subcontractor makes a claim for additional compensation or any other relief that, in Honeywell's sole judgment, arises out of acts or conditions for which the Customer and/or Owner may be responsible, Subcontractor will participate in the dispute resolution process with the Customer and/or Owner and agree to be bound by the results.

This agreement to arbitrate will not be deemed a limitation of rights or remedies under the laws of Canada, under applicable provincial builder's and construction lien laws, or under applicable labour or material payment bonds unless the rights are expressly waived by the Subcontractor.

35. UTILIZATION OF SMALL BUSINESS CONCERNS

- A. Honeywell has committed, in connection with certain of its contracts with the U. S. Government, to award subcontract work to small business concerns. As part of this commitment, Honeywell has agreed to include Federal Acquisition Regulation ("**FAR**") 52.219-8 in its subcontracts that offer further subcontracting opportunities. Accordingly, to satisfy this obligation, Honeywell requires subcontractors to comply with FAR 52.219-8 if the subcontract offers further subcontracting opportunities.

For ease of reference FAR 52.219-8 (Utilization of Small Business Concerns) is set forth as follows: http://www.acquisition.gov/far/current/html/52_217_221.html.

- B. Furthermore, with respect to subcontracts awarded by Honeywell that offer further subcontracting opportunities in excess of \$650,000 (\$1,500,000 for construction), Honeywell has committed, in connection with its U. S. Government contracts to flow down FAR 52.219-9 in all subcontracts unless exempted from compliance with the requirement by its own contract with the U. S. Government. Accordingly, to satisfy this obligation, Honeywell requires subcontractors to comply with FAR 52.219-9 if the subcontract allows further subcontracting opportunities in excess of \$650,000 (\$1,500,000 for construction) or to adopt a plan similar to the plan required by this clause.

36. SUSPENSION AND DEBARMENT

- A. Subcontractor hereby certifies, for itself and all of its lower-tier subcontractors, that as of the date of the execution of this Subcontract, neither the Subcontractor, nor any lower-tier subcontractors, nor any suppliers are under suspension or debarment by any governmental entity, instrumentality or authority.
- B. Subcontractor's obligations pursuant to this provision are ongoing from and after the effective date of this Subcontract through the termination date thereof. Accordingly, the Subcontractor will have an obligation to inform Honeywell if, at any time during the term of the Subcontract, it or any of its lower-tier subcontractors are suspended or debarred by any governmental entity, instrumentality or authority. Such notification will be made within fifteen (15) days of the date of suspension or disbarment.
- C. The failure of the Subcontractor to notify Honeywell of any suspension or debarment by any governmental entity, instrumentality or authority will constitute an event of default of this Subcontract with Honeywell.

37. NON-EXCLUSIVITY, NO COMMITMENT

Nothing in this Subcontract, Purchase Order, or SOW will restrict Honeywell's right to contract with any third party to provide or perform, or to provide or perform on its own behalf, products, or services similar or identical to the Subcontract Work provided by Subcontractor pursuant to this Subcontract, Purchase Order or SOW. Furthermore, there is no requirement that any minimum level of business or fees be provided to Subcontractor by Honeywell.

38. EXCUSABLE DELAY (FORCE MAJEURE)

In the event of a delay, Subcontractor will initiate its resilience plan in accordance with the requirements of the *Subcontractor Resilience Program Exhibit*. Neither Party will be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence and which are unforeseeable, but any delay or failure to perform caused by the default of a sub tier supplier of Subcontractor will be excused only if (a) it is beyond the control of both Subcontractor and its sub-tier supplier(s) and without the fault or negligence of any of them, and (b) the Subcontract Work to be furnished cannot be obtained from other sources in sufficient time to permit Subcontractor to meet the delivery schedule. Subcontractor's ability to sell Subcontract Work at a more advantageous price, Subcontractor's economic hardship in buying materials or processing necessary for performance of the Subcontract Work, or labor disputes will not constitute an excusable delay event. The Party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to mitigate the effects of the delay and remedy the delay if it can be remedied. If Subcontractor's delivery is delayed, Honeywell may, at Honeywell's sole option, cancel deliveries scheduled during the excusable delay period or elect to extend the period of performance to cover the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Subcontract Work to Honeywell, Subcontractor will allocate its available supply of resources in a manner that assures Honeywell of at least the same proportion of Subcontractor's total output of Subcontract Work as was allocated to Honeywell before the excusable delay event. If delivery of any Subcontract Work is delayed for more than 30 days, Honeywell may, without liability, cancel all or any part of this Subcontract.

39. NO LICENSE

No license by implication, estoppel or otherwise under any invention, patent, copyright, trade secret, trademark or other intellectual property right is granted to either party under this Subcontract.

40. NOTICES AND POINTS OF CONTACT

All notices, requests, demands and other communications relating to this Subcontract must be in writing and delivered: (1) personally; (2) by a recognized overnight courier; (3) by certified first class mail, postage prepaid; or (4) by electronic transmission (email), with proof of delivery (each to the respective address appearing on this Subcontract) to each Party's designated authorized representative.

A notice will be deemed given (a) on the date delivered if delivered personally, (b) one (1) business day after being placed in the custody of an overnight courier as specified, (c) five (5) business days after

being placed in the mail, or (d) on the date of successful delivery when sent by email. For the purposes of this Subcontract, when a provision calls for Honeywell's written permission, consent, or signature, such permission, consent, or signature must be given by Honeywell's authorized representative.

All communications will be sent to the individuals set forth below or to such other individual as may be designated by a Party by giving written notice to the other Party.

41. GENERAL

- A. Language. This Subcontract is in English, which will be the controlling language in all respects. Any other language version is intended for reference only. In the event of any conflict or discrepancy between language versions, the English version will prevail. English will be used for all oral and written communications between the Parties, including deliverables required under this Subcontract. Pursuant to the rights available under this Subcontract, if Honeywell requires Subcontractor's internal documentation, and such internal documentation is not in English, Subcontractor will either translate such documents to English or will make professional translation services by a third party approved by Honeywell available to Honeywell, both free of charge to Honeywell and at Honeywell's option.
- B. Relationship of Parties / Independent Contractor. Nothing in this Subcontract will be construed to place Subcontractor and Honeywell in an agency, employment, franchise, joint venture, or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and nothing contained in this Subcontract will give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary. The parties agree that Subcontractor will perform its obligations under this Subcontract as an independent contractor. Subcontractor will be solely responsible for all Employer Obligations with respect to Subcontractor personnel, even if a court or other body deems the personnel to be Honeywell employees. "**Employer Obligations**" means all obligations of any kind imposed customarily or by law or agreement on persons acting in the capacity of an employer, including, without limitation, responsibility for (a) hiring, assigning, compensating, and terminating personnel; (b) withholding and paying taxes; (c) verification of employment eligibility, including compliance with work authorization and immigration laws and export licensing and control requirements; (d) compliance with all federal, state and local laws (both common and statutory), and regulations related to employment and the rights of personnel. Subcontractor represents and warrants that it and all its subcontractors, if any, comply and will continue to comply with all applicable employment laws and regulations related to personnel working on Honeywell matters, that all personnel working on Honeywell matters are authorized to work in the relevant jurisdiction, and that it does not employ child or forced labor. Nothing in this Subcontract will be construed to place Subcontractor and Honeywell in an agency, employment, franchise, joint venture, or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and nothing contained in this Subcontract will give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary. The parties agree that Subcontractor will perform its obligations under this Subcontract as an independent contractor. Subcontractor will be solely responsible for all Employer Obligations with respect to Subcontractor personnel, even if a court or other body deems the personnel to be Honeywell employees. "**Employer Obligations**" means all obligations of any kind imposed customarily or by law or agreement on persons acting in the capacity of an employer, including, without limitation, responsibility for (a) hiring, assigning, compensating, and terminating personnel; (b) withholding and paying taxes; (c) verification of employment eligibility, including compliance with work authorization and immigration laws and export licensing and control requirements; (d) compliance with all federal and provincial laws, and regulations related to employment and the rights of personnel, including the *Act respecting Labour Standards* (c. N-1.1). Subcontractor represents and warrants that it and all its subcontractors, if any, comply and will continue to comply with all applicable employment laws and regulations related to personnel working on Honeywell matters, that all personnel working on Honeywell matters are authorized to work in the relevant jurisdiction, and that it does not employ child or forced labor.
- C. Publicity. Subcontractor will not use Honeywell's name or marks without Honeywell's express written consent, or refer to or identify Subcontractor's work and/or relationship with Honeywell

publicly, including without limitation in any advertising or publicity releases or promotional or marketing materials. Furthermore, Subcontractor will not claim or suggest, implicitly or explicitly, that Honeywell's use of its Subcontract Work constitutes Honeywell's endorsement of its Subcontract Work.

- D. Headings and Captions. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Subcontract.
- E. Waiver. The failure or delay of either Party to enforce at any time any of the provisions of this Subcontract will not be construed to be a continuing waiver of those provisions, nor will any failure or delay prejudice the right of the Party to take any action in the future to enforce any provision. No waiver from Honeywell will be effective unless set forth expressly in writing and manually signed by Honeywell.
- F. Severability. If any provision of this Subcontract (or portion thereof) is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties agree that the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.
- G. Survival. All provisions of this Subcontract which by their nature should apply beyond its term will remain in force after any termination or expiration of this Subcontract, including, but not limited to, those addressing the following subjects: Import/Export Compliance; Subcontract Price; Payment and Invoicing; Set Off/Recoupment; Warranties and Remedies; General Indemnification; Intellectual Property Indemnification; Insurance; Confidential Information and Data Security; Data Privacy; Intellectual Property; Audit and Records; Claims and Dispute Resolution; Relationship of Parties / Independent Contractor; Applicable Law and Forum; Remedies; Waiver; and Survival.
- H. Counterparts. This Subcontract may be signed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Subcontract.
- I. Modification. Except as authorized under this Subcontract, no change to or modification of this Subcontract will be binding unless in writing, specifically identifying that it amends this Subcontract, and is signed electronically by both Parties' authorized representative. If Subcontractor becomes aware of any ambiguities, issues, or discrepancies between this Subcontract and any specification, design, or other technical requirement applicable to this Subcontract, Subcontractor will immediately submit the matter to Honeywell for resolution. No course of dealing, prior dealings, usage of trade, or course of performance will be used to modify, supplement or explain any terms used in this Subcontract.
- J. Interpretation. This Subcontract have been negotiated at arm's length between Parties who are experienced and knowledgeable in the matters contained in this Subcontract, and the Parties hereby agree that any statute, law or common law principles or other authority that would require interpretation of any ambiguities in this Subcontract, against the Party who has drafted it are not applicable and are hereby waived.
- K. Divested Businesses. In the event Honeywell divests a subsidiary, division or business unit, Subcontractor will extend Subcontract Work pursuant to this Subcontract to such subsidiary, division or business unit for a period not to exceed 12 months from the date of divestiture under the terms of this Subcontract.
- L. Acquired Contracts. If Honeywell acquires a company that is a customer of Subcontractor, Subcontractor will permit the termination, at Honeywell's option, of the acquired entity's agreement with Subcontractor without liability so that the services provided to the acquired entity may be provided pursuant to the terms, condition, rates and charges contained in this Subcontract between Honeywell and Subcontractor.

EXHIBIT A STATEMENT OF COMPLIANCE

Date: _____

Honeywell Project Name: _____ Honeywell Project/Job Number: _____

I, _____ do hereby state:

(Name of Signatory Party) (Title)

1. I pay or supervise the payment of the persons employed by _____ on the above referenced project; that during the payroll period commencing on the ____ day of _____ and ending on the ____ day of _____, all persons employed on the project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended.
2. Any payrolls required to be submitted under this Subcontract for the above period are correct and complete; that the wage rates for laborers or mechanics are not less than the applicable wage rates contained in any wage determination incorporated into this Subcontract; that the classifications set forth for each laborer or mechanic conform with the work performed.
3. Any apprentices employed in the above work are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.
4. That:
 - A. Where fringe benefits are paid to approved plans, funds or programs – in addition to the basis hourly wage rates paid to laborer(s) or mechanic(s) listed in the above referenced payroll, payments of fringe benefits have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 C below.
 - B. Where fringe benefits are paid in cash – each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll an amount not less than the sum of the applicable hourly wage rate plus the amount of the required fringe benefits, except as noted in Section 4 C below.

C. Exceptions:

Exception (Craft)	Explanation

Initial: Subcontractor: _____ Honeywell: _____

_____ (Printed Name and Title)

_____ (Signature)

The willful falsification of any of the above statements may subject the subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Date: _____

Honeywell Project Name: _____ Honeywell Project/Job Number: _____

I, _____ do hereby state:

(Name of Signatory Party) (Title)

5. I pay or supervise the payment of the persons employed by _____ on the above referenced project; that during the payroll period commencing on the ____ day of _____ and ending on the ____ day of _____, all persons employed on the project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, if any, as provided in the applicable laws.
6. Any payrolls required to be submitted under this agreement for the above period are correct and complete; that the wage rates for labourers or mechanics are not less than the applicable wage rates contained in any wage determination incorporated into this agreement; that the classifications set forth for each labourer or mechanic conform with the work performed.
7. Any apprentices employed in the above work are duly registered in a bona fide apprenticeship program registered with a provincial or territorial apprenticeship agency recognized by the Government of Canada.
8. That:
 - A. Where fringe benefits are paid to approved plans, funds or programs – in addition to the basis hourly wage rates paid to labourer(s) or mechanic(s) listed in the above referenced payroll, payments of fringe benefits have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4 C below.
 - B. Where fringe benefits are paid in cash – each labourer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll an amount not less than the sum of the applicable hourly wage rate plus the amount of the required fringe benefits, except as noted in Section 4 C below.
 - C. Exceptions:

Exception (Craft)	Explanation

Initial: Subcontractor: _____ Honeywell: _____

_____ (Printed Name and Title)

_____ (Signature)

The willful falsification of any of the above statements may subject the subcontractor to civil or criminal prosecution. See, for example, Section 361 of the Criminal Code.



Name:				Address:															
Payroll No.:			For Week Ending:				Honeywell Project and Location:					Honeywell Project/Job Number:							
(1) Name and Address of Employee	(2) No. Of Withholding Exemptions	(3) Work Classification	ST or OT	(4) Day and Date							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) Deductions				(9) Net Wages Paid For Week	
				M	T	W	T	F	S	S				FICA	With-Holding Tax				Total Deductions
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Contractor: _____

ATTACHMENT

Honeywell's Security Terms and Conditions for Suppliers

Instructions for the Honeywell Procurement Professional:

Detailed instructions for this process are available at <https://go.honeywell.com/CPSS>

In summary, the process is as follows:

- A. Procurement confirms that a Non-Disclosure Agreement (NDA) is in place with the Subcontractor.
 - a. Within the Leap Procurement Contract request (Details Tab) the Procurement Professional confirms whether a security review and exhibit is required by answering the scoping questions within the "Intake Form Information" section as shown below Will Subcontractor (or any 3rd party) require access to Honeywell (or its customers) cyber resources (e.g. Honeywell's systems and/or any Honeywell information including customer data, engineering drawings, intellectual property, personal data, etc, no matter where located, including in Subcontractor systems, SaaS, etc.)
 - b. Will Subcontractor (or any 3rd party) require access to Honeywell (or its customers) physical resources (e.g. Honeywell equipment, facility, product, etc, no matter where located)?
 - c. Will Subcontractor (or any 3rd party) provide a product or service for use or resale that may create, contribute or otherwise be involved in a security or data privacy incident?

Note: If the answers determine that security terms are required, a blue "New Intake Form" button will appear below the questions, along with the option to select an existing Intake Form if one has been completed within the past three years and the use case is identical.

- B. For a new Intake Form, the Procurement Professional, with assistance from the requestor if needed, clicks on the blue "New Intake Form" button to complete and save/submit the request. Detailed instructions are available at <https://go.honeywell.com/CPSSIntakeForm> (VPN required if not on site) to access instructions. Make certain that popups are enable for this site so that the new Intake Form window will appear
- C. CPSS reviews the form and generates the report of applicable Security Terms and Conditions (MS Word doc) and sends that report to the requestor and Procurement Professional to be shared with the Subcontractor.
- D. Once the Security Terms and Conditions are agreed upon by the Subcontractor, the Procurement Professional will insert them into the MSA, constituting the Security Attachment, as displayed text, not as an embedded document.
- E. If the answers to **ALL** of the bulleted questions in item A are "No", then delete these Security Exhibit instructions and insert the "Honeywell's Security Terms and Conditions for Suppliers with no Access to Honeywell Resources" text below to the newly created attachment of the Contract. Include a reference within the table of contents as well, if applicable.

Please note:

- A. Any proposed changes to the Security Terms and Conditions must be approved by the CPSS team; email CPSS@honeywell.com.
- B. Completing the Intake Form also helps Honeywell track/manage its supplier risk environment.
- C. Accurate responses to the scoping questions are required to meet audit and security compliance
- D. If linking to an existing Intake Form, select the corresponding Intake Form by selecting "Yes" for the first question in the Intake Form Information section and locating/linking the Intake Form ID.

HONEYWELL SECURITY TERMS AND CONDITIONS FOR SUPPLIERS WITH NO ACCESS TO HONEYWELL RESOURCES

It is understood that Subcontractor will not have access to Honeywell physical or cyber resources, nor produce a customer-facing product that may lead to a security breach for Honeywell. Should the need arise for Subcontractor to have access to Honeywell physical or cyber resources, or produce a customer-facing product, that may lead to a security breach, then Subcontractor will confirm notification with Honeywell Security such that the appropriate security terms and conditions may be addressed.

Otherwise, Subcontractor is responsible for complying with all applicable laws and regulations, and will adhere to industry standard security practices including, but not limited to: (i) ensure that all employees with access to confidential information complete security awareness training that includes the protection of such information; (ii) conduct legally permissible background screening and verification on all employment candidates who have access to confidential information pursuant to local laws, regulations, ethics and contractual constraints; (iii) sanitize all data storage media before redeployment or disposal such that the data cannot be reconstructed; and (iv) notify the respective Honeywell account focal and send an email message to CIRT@honeywell.com with the relevant incident information for any incident involving Honeywell information.

This Exhibit applies where Honeywell is Controller and Subcontractor is a Processor. For the purposes of the Data Privacy Section of the **Agreement**, the following will apply to Personal Data processed on Honeywell's behalf:

HONEYWELL'S DATA PROCESSING EXHIBIT FOR SUPPLIERS

This Honeywell Data Processing Exhibit for Suppliers ("**Data Processing Exhibit**") forms part of the Agreement between Honeywell and Subcontractor and applies to the extent Subcontractor processes Personal Data on behalf of Honeywell (or Honeywell's customer) in the course of providing the Products, Services, Goods, Works and/or Deliverables under the Agreement. All capitalized terms not defined herein will have the meaning set forth in the Agreement. In event of conflict between this Data Processing Exhibit and the Agreement, this Data Processing Exhibit will control with respect to its subject matter.

1. DEFINITIONS

"**Agreement**" means the written or electronic agreement between Honeywell and Subcontractor for the provision of the Services or the sale of Products, Goods, Works and/or Deliverables to Honeywell.

"**Applicable Privacy Laws**" means applicable data protection, privacy, breach notification, or data security laws or regulations.

"**Controller**" means a natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. The Controller may be Honeywell or Honeywell's customer.

"**Honeywell Personal Data**" means Personal Data Processed by Subcontractor on behalf of Honeywell in connection with Subcontractor's performance of its obligations under the Agreement.

"**Security Incident**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised access, disclosure, or use of Honeywell Personal Data while Processed by Subcontractor and/or its Subprocessors under this Data Processing Exhibit.

"**Sell**" or "**sale**" means selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating orally, in writing, or by electronic or other means, a consumer's Personal Data by one business to another business or a third party for monetary or non-monetary consideration. Sale does not include the sharing or transfer of Personal Data by Honeywell to Subcontractor for the provision of the Services or the sale of Products, Goods, Works and/or Deliverables on behalf of Honeywell under the Agreement.

"**Subprocessor**" means any Processor engaged by Subcontractor for the provision of the Services or the sale of Products, Goods, Works and/or Deliverables including Subcontractor's affiliates and service providers that process Honeywell Personal Data pursuant to the Agreement.

The terms "**Data Subject**," "**Personal Data**," "**Processor**," and "**Processing**" will have the meaning defined in the GDPR or analogous definitions in Applicable Privacy Laws.

2. PROCESSING

A. Role of the Parties. As between Subcontractor and Honeywell, Subcontractor will Process Honeywell Personal Data under the Agreement as a Processor acting on behalf of Honeywell as the Controller (except where Honeywell acts as a Processor in which case Subcontractor is a Subprocessor).

B. Instructions. Subcontractor will Process Honeywell Personal Data in accordance with Honeywell's documented instructions unless required to so do by applicable law to which Subcontractor is subject. Subcontractor is not responsible for determining whether Honeywell's instructions are compliant with applicable law. However, if Subcontractor is of the opinion that Honeywell's instruction infringes Applicable Privacy Laws, it will inform Honeywell of that legal requirement unless applicable law prohibits such notification. Any additional or alternate instructions must be

agreed between the Parties in writing, including the costs (if any) associated with complying with such instructions. Upon notice in writing, Honeywell may terminate the Agreement if Subcontractor does not comply with Honeywell's lawful instructions that are within the scope of the Agreement to the extent such instructions are necessary to enable Honeywell to comply with Applicable Privacy Laws. Subcontractor will refund to Honeywell any unused prepaid fees or waive any termination fees or minimum commitment if Honeywell terminates the Agreement on these grounds.

- C. Purpose limitation. Subcontractor will only process Honeywell Personal Data as permitted under the Agreement and Applicable Privacy Laws. Subcontractor is prohibited from selling, sharing (as may be defined under Applicable Data Privacy Laws), combining, retaining, using or disclosing any Honeywell Personal Data to any third party for the commercial benefit of Subcontractor or any third party, or to otherwise Process the Honeywell Personal Data outside of the direct business relationship between the Parties. Subcontractor certifies that it understands and will comply with all restrictions placed on its Processing of the Honeywell Personal Data.
- D. Processing Details. The subject matter, duration of Processing, nature and purpose of Processing, the type of Honeywell Personal Data and categories of Data Subjects are specified in this Data Processing Exhibit.

3. SUBPROCESSORS

- A. Authorization to use Subprocessors. Honeywell authorizes Subcontractor to use Subprocessors from the agreed list in the Subprocessor Annex to Process Honeywell Personal Data provided Subcontractor contractually requires Subprocessors to abide by terms no less restrictive than this Data Processing Exhibit. Subcontractor will be liable to Honeywell for the performance of its Subprocessor's data protection obligations under the Agreement.
- B. Notification of intended changes. Subcontractor will notify Honeywell of any intended changes to its Subprocessors and will give Honeywell thirty (30) days to object after receipt of the notification. If Honeywell legitimately objects to a Subprocessor on reasonable data protection grounds and the Parties do not resolve the matter within one month following notification of the same to Honeywell, Honeywell may suspend or terminate the Agreement without penalty on written notice.

4. SECURITY

- A. Security Measures by Subcontractor. To ensure the security of Honeywell's Personal Data, Subcontractor will implement the technical and organizational measures specified in the *Honeywell Security Terms and Conditions for Suppliers Attachment* attached to the Agreement and incorporated herein by reference. Subcontractor's security controls will comply with Applicable Privacy Laws and take into account industry standards, the nature of the Honeywell Personal Data, and the risks represented by Subcontractor's Processing of the Honeywell Personal Data by virtue of the physical, logical, or natural environment in which the Honeywell Personal Data is stored or Processed. Subcontractor will apply specific restrictions and additional safeguards if it Processes sensitive personal data (as defined under Applicable Privacy Laws) on behalf of Honeywell.
- B. Confidentiality. Subcontractor will ensure that only authorized personnel who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality may Process Honeywell Personal Data for the purposes of performing the Agreement.

5. SECURITY INCIDENT

- A. Notification. Subcontractor will notify Honeywell without undue delay after becoming aware of a Security Incident. Subcontractor will investigate the Security Incident and provide Honeywell with relevant information as required under Applicable Privacy Laws. Such information must at least include a description of the Security Incident including where possible, the nature of the Honeywell Personal Data concerned, the categories and approximated number of the Data Subjects and Personal Data records concerned, the likely consequences of the Security Incident and the measures taken or proposed by Subcontractor to remediate the Security Incident and mitigate its effects.

- B. Assistance. Subcontractor will cooperate with Honeywell in notifying the Security Incident to a supervisory authority, customer of Honeywell, and/or affected Data Subjects and to carry out any recovery or other action necessary to remedy the Security Incident as required under Applicable Privacy Laws. At Honeywell's option, Subcontractor will either: (a) provide, at Subcontractor's own cost and expense and pursuant to Honeywell's direction, notice to the Data Subjects affected by the Security Incident in a manner that is consistent with Applicable Privacy Laws and, to the extent deemed appropriate by Honeywell under the circumstances, at least one (1) year of credit-monitoring and identity theft insurance services; or (b) reimburse Honeywell for all costs incurred to provide the same. Subcontractor will respond promptly and fully cooperate to all inquiries from Honeywell, any supervisory authority or government authority regarding the Security Incident. Upon request and periodically as additional information becomes available, Subcontractor will, without undue delay, provide Honeywell with updates on the status of the Security Incident until the matter has been fully addressed and remediated.
- C. Third party communications. Prior to Subcontractor's release, publication, transmission, or communication to any third party (including any supervisory authority, the media, or any affected Data Subject) relating to a Security Incident (collectively, "**Breach Communications**"), Subcontractor must first obtain prior written approval from Honeywell to the extent that (a) Honeywell or any of its Affiliates are specifically named or referenced in such Breach Communications; (b) Honeywell Personal Data or Honeywell systems are affected by the Security Incident; (c) the Breach Communications are directed at Honeywell's or its Affiliates' employees, suppliers, or customers; or (d) Honeywell may have certain independent legal, regulatory, or contractual obligations as a result of the Security Incident.

6. DEMONSTRATING COMPLIANCE

Upon Honeywell's written request and subject to obligations of confidentiality, Subcontractor will (and will ensure that its Subprocessors will) provide to Honeywell all information necessary to demonstrate its compliance with this Data Processing Exhibit. Honeywell (or an independent auditor mandated by Honeywell) may audit Subcontractor's compliance with such obligations at regular intervals or if there are indications of non-compliance with the terms of this Data Processing Exhibit ("**Audits**"). At Honeywell's request, upon reasonable notice, Subcontractor will also permit and contribute to onsite audits or inspections. In deciding on a review or Audit, Honeywell may consider any relevant certifications (such as SOC 2 Type II report) held by Subcontractor. Subcontractor will deal promptly and adequately with Audit inquiries from Honeywell. If Subcontractor, or any Subprocessor, is in breach of any of its obligations under the Agreement relating to Honeywell Personal Data, Honeywell may (without prejudice to any other rights or remedies it may have) suspend the transfer of Honeywell Personal Data to Subcontractor until the breach is remedied.

7. DATA TRANSFERS

- A. Authorisation for Data Transfers. Honeywell hereby authorizes Subcontractor and its Subprocessors to transfer Honeywell Personal Data to locations outside of its country of origin for the performance of the Agreement provided that Subcontractor ensures such data transfers comply with Applicable Privacy Laws.
- B. Data Export Restrictions. If Honeywell transfers Honeywell Personal Data from the European Economic Area, UK, Switzerland or from any other jurisdiction that restricts the cross-border transfer of Honeywell Personal Data to locations outside that jurisdiction, Honeywell will be bound by the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) including the provisions in Modules 2 and 3, as applicable, and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119 A(i) of the UK's Data Protection Act 2018 ("**Processor SCCs**") in the capacity of "data exporter," and Subcontractor in the capacity of "data importer" as those terms are defined therein. The Processor SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Exhibit. The Parties acknowledge that the information required to be provided in the appendices to the Processor SCCs is set out below in the Description of Processing and Transfer Annex as a "description of the transfer" and "*Honeywell's Security Terms and Conditions for*

Suppliers Attachment” set out in the Agreement as a “description of the technical organizational measures.” If there is a conflict between the provisions of this Data Processing Exhibit or the Agreement and the Processor SCCs, the Processor SCCs will prevail.

8. COOPERATION

Subcontractor will promptly notify Honeywell of any request or complaint that it receives from a Data Subject, supervisory authority or any third party relating to the Processing of Honeywell Personal Data under the Agreement. Subcontractor will not respond to any request or complaint itself unless authorized to do so by Honeywell or as required by applicable law. Subcontractor will cooperate with Honeywell in fulfilling its obligations to respond to Data Subjects, conduct a privacy impact assessment or prior consultation with the supervisory authorities, provided that Honeywell reimburses Subcontractor for all reasonably incurred costs. If Subcontractor receives a Data Subject request relating to Honeywell Personal Data, Subcontractor will refer such Data Subject request to Honeywell within two (2) business days following receipt of the request.

9. TERMINATION

Upon termination of the Agreement, Subcontractor will return, delete or anonymize all Honeywell Personal Data in accordance with the Agreement except to the extent Subcontractor is required by applicable law to retain Honeywell Personal Data in which case the terms of this Data Processing Exhibit will continue to apply to the retained Honeywell Personal Data.

10. SURVIVAL

The undertakings in this Data Processing Exhibit will remain in force even after termination or expiration of the Agreement and/or the applicable Statements of Work for whatever reason.

11. NOTICES

Notwithstanding anything to the contrary in the Agreement, all notices that Subcontractor is required to provide to Honeywell pursuant to this Data Processing Exhibit must be sent by email with a read receipt to HoneywellPrivacy@Honeywell.com

12. AFFILIATES

This Data Processing Exhibit is entered into by Honeywell for and on behalf of itself and each of its Affiliates described in the Affiliates Annex to this Data Processing Exhibit.

**SUBPROCESSOR ANNEX TO HONEYWELL’S DATA PROCESSING OBLIGATIONS
FOR SUPPLIERS EXHIBIT**

To support delivery of the Services to Honeywell under the Agreement, Subcontractor may engage and use third-party contractors to provide certain services on its behalf (each a “**Subprocessor**”) as follows:

SUBPROCESSOR	PURPOSE	LOCATION	DATA TRANSFER MECHANISM

**AFFILIATES ANNEX TO HONEYWELL’S DATA PROCESSING OBLIGATIONS FOR
SUPPLIERS EXHIBIT**

This Data Processing Exhibit is entered into by Honeywell for and on behalf of itself and its Affiliates identified on the list available at <https://www.honeywell.com/us/en/honeywell-affiliates> as updated from time to time.

**DESCRIPTION OF THE PROCESSING AND TRANSFER ANNEX
(MODULE 2: CONTROLLER TO PROCESSOR OR MODULE 3: PROCESSOR TO
PROCESSOR)**

A. LIST OF THE PARTIES	
Controller/Data Exporter:	Name: Honeywell International Inc., its Affiliates, and subsidiaries Address: 855 S. Mint St., Charlotte, NC 28202, USA Contact: Chief Privacy Officer Email: HoneywellPrivacy@honeywell.com
Processor/Data Importer	The full name, address and contact details for the Party is set out in the Agreement.
B. DETAILS OF PROCESSING/TRANSFER	
CATEGORIES OF DATA SUBJECTS	<p>Dependent on the Data Exporter's use of the Data Importer's Services as per the Agreement, the Data Exporter may elect to include Personal Data from any of the following types of data subjects:</p> <ul style="list-style-type: none"> • Employees, contractors, temporary workers, directors, company officers, shareholders and agents (current, former, prospective) of data exporter • Beneficiaries, dependents, and relatives of the data subject • Channel Partners, distributors, sales partners, and business partners • Advisors, trainers, consultants, service providers and other third parties • Users (e.g., customers) and end users of data exporter's Product and Services • Any other data subject as described in the Agreement.
CATEGORIES OF PERSONAL DATA	<p>Dependent on the Data Exporter's use of the Data Importer's Services as per the Agreement, the Data Exporter may elect to include Personal Data from any of the following categories of Personal Data:</p> <ul style="list-style-type: none"> • Basic personal data (for example first name, last name, initials, email address, job title, country of residence, mobile phone number) • HR and recruitment data (for example basic employment data, education data, demographic data, employment status, job and position data, worked hours, holidays, assessments, performance appraisals, salary, benefits, work permit details, availability, terms of employment, tax details, payment details, insurance details, travel information and recruitment information such as curriculum vitae, employment history, education history details) • Authentication data (for example username, password, security question, audit trail) • Unique identification numbers and signatures (for example IP addresses, unique identifiers in tracking cookies or similar technology) • Citizenship and residency information (for example nationality, citizenship, naturalization status, immigration status, passport data, details of residency or work permit) • Biometric Information (for example facial recognition, fingerprints, and iris scans) • Commercial Information (for example history of purchases, special offers and payment history) • Support Services (for example personal data collected through the provision of support services online or interactive communications) • IT systems and operational information (for example unique identifiers, voice, video and data recordings, tracking of information regarding the patterns of hardware, software, device and internet usage, IP addresses, domains, apps installed, browsing and support logs, incidental access of the content of email communications and data relating to the sending, routing and delivery of emails whilst providing support services) • Location data (for example, mobile device ID, geo-location network data, location data derived from use of wi-fi access points) • Device identification (for example UUID, IMEI-number, SIM card number, MAC address); • Training and development (for example trainee data, training history, individual development plans, trainer information and training schedules) • Photos, video and audio (for example webcam or voice recordings)

SPECIAL CATEGORIES OF DATA (IF APPLICABLE)	<p>Dependent on the Data Exporter's use of the Data Importer's Services, the Data Exporter may elect to include Personal Data from any of the following special categories of Personal Data which is in the scope of the Services:</p> <p>Racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, gender orientation, data relating to criminal convictions or offences or precise geolocation data or any other type of personal data provided under the Agreement that is considered sensitive under Applicable Privacy Laws.</p>
FREQUENCY OF THE TRANSFER	The data transfers under the Agreement will take place on a continuous basis.
NATURE OF THE PROCESSING	Data Importer and its Subprocessors are providing Services or fulfilling contractual obligations to the Data Exporter as described in the Agreement. These Services may include the processing of Personal Data by Data Importer and/or its Subprocessors.
PURPOSE OF PROCESSING/TRANSFER	<p>Dependent on the Data Exporter's use of the Data Importer's Services as per the Agreement, the Data Exporter's Personal Data is processed, and transfer is made for the following purposes:</p> <ul style="list-style-type: none"> • Relationship management: facilitating communication with customers, employees and users for the services performed under the Agreement. • HR and recruitment: the processing of applicant and employee personal data for the purposes of administering, organizing, and managing the applicant and employment relationship. • Service management: the provision and deployment of products and related services, consultancy, data migration, installation of systems and software, provision of support and maintenance services, training, channel and/or supplier administration and support. • Channel: administration and management of channel partners, distributors and/or sales partners. • Marketing: administration and management of marketing databases for direct marketing purposes, conduct of marketing activities/campaigns. • Management of electronic identity and communication: identity management, security management, confidentiality of data exporter and data exporter's customers and employees. • Operating and managing the IT and communications systems, managing product and service development, improving existing and developing new products and services, research and development, managing company assets, allocating company assets and resources, strategic planning, project management, business continuity. • Training: administration of learning managements systems, facilitation of onsite and online learning. • Research in any field including scientific and technical research. <p>Any other scope and purpose as described in the Agreement.</p>
RETENTION	The Data Exporter's Personal Data will be retained in accordance with the Agreement unless applicable law requires storage of the Personal Data for a longer period.
COMBINATION OF DATA	Personal Data received from the Data Exporter is combined with Personal Data collected by the Data Importer unless otherwise prohibited by the Agreement.
TRANSFER TO SUBPROCESSORS	<p>The Data Importer may process and transfer Personal Data to Subprocessors in relation to the performance of the Agreement and in accordance with the following scope:</p> <ul style="list-style-type: none"> • Subject Matter <ul style="list-style-type: none"> ○ The subject matter of the processing under the Agreement is the Personal Data. • Nature of the processing <ul style="list-style-type: none"> ○ Data importer and its Subprocessors are providing Services or fulfilling contractual obligations to the data exporter as described in the Agreement. These Services may include the processing of Personal Data by data importer and/or its Subprocessors. • Duration <p>The duration of the processing under the Agreement is determined by the data exporter and as set forth in the Agreement.</p>

LIST OF SUBPROCESSORS	The list of sub-processors is attached as the SUBPROCESSOR ANNEX TO HONEYWELL'S DATA PROCESSING OBLIGATIONS FOR SUPPLIERS EXHIBIT
C. COMPETENT SUPERVISORY AUTHORITY	
The competent supervisory authority will be the supervisory authority which has jurisdiction in relation to the activities of the Data Exporter as Controller under Applicable Privacy Laws or, where it is not established in applicable jurisdiction, where its representative has been established pursuant to applicable legal requirements or, if the Data Exporter does not have to appoint a representative, where the data subjects whose Personal Data are transferred are located.	
D. GOVERNING LAW AND CHOICE OF FORUM	
GOVERNING LAW	For the purposes of Clause 17 of the SCCs, the Parties select the law of Ireland.
CHOICE OF FORUM	For the purposes of Clause 18 of the SCCs, the Parties select the courts of Ireland.
E. OTHER	
Where the SCCs identify optional provisions (or provisions with multiple options) the following will apply:	For Clause 7 (Docking Clause), the optional provision will apply
	For Clause 9 (a), option 2 will apply. The parties will follow the process agreed in Section 3 (Subprocessing) of the Honeywell Data Processing Exhibit.
	For Clause 11(a) (Redress) – the optional provision will not apply

EXHIBIT

Subcontractor's Confidential Information

Subcontractor will take all reasonable steps to provide the Subcontract Work under this Agreement and any SOW without providing any supplier confidential information to Honeywell. Accordingly, and notwithstanding anything to the contrary in this Agreement, Honeywell will be under no duty of confidentiality except for Subcontractor's confidential information and the terms governing use and disclosure expressly set out in this Attachment:

1. Subcontractor Confidential Information means the following information:

None, unless specifically listed here

Honeywell's obligations of confidentiality with respect to Subcontractor Confidential Information continue for 10 years after the expiration or termination of this Agreement, except for trade secrets specifically marked as such which will be held in confidence perpetually.

2. Honeywell will (a) disclose Subcontractor Confidential Information only to its employees who are under a duty to protect the Subcontractor Confidential Information and those of its agents, personnel or third parties who are required to have the Subcontractor Confidential Information in connection with the receipt of the Subcontract Work or the performance of obligations under this Agreement or any SOW and who are bound to Honeywell to protect and use the Subcontractor Confidential Information in accordance with the confidentiality obligations of this Agreement. Honeywell will be responsible for any breaches of the confidentiality obligations of this Agreement by these employees, agents, personnel or third parties; (b) use Subcontractor Confidential Information only in relation to the performance of the Subcontract Work or the performance of obligations under this Agreement or any SOW or as provided in this Agreement; (c) protect the Subcontractor Confidential Information using the same degree of care as it uses to protect its own proprietary information, but with no less than a reasonable degree of care; and (d) not decompile, disassemble, decode, reproduce, redesign, or reverse engineer Subcontractor Confidential Information or any part thereof. Honeywell may make a limited number of copies of Subcontractor Confidential Information as necessary to complete the performance or receipt of the Subcontract Work or the performance of obligations under this Agreement or any SOW. All copies made will reproduce the restrictive legends of the original. Subcontractor retains ownership of its Subcontractor Confidential Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets.
3. Exclusions. This Agreement imposes no obligation upon Honeywell if Honeywell can demonstrate that the Subcontractor Confidential Information: (a) was rightfully in Honeywell's possession before receipt from Subcontractor and was not accompanied by a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault of Honeywell; (c) is rightfully received by Honeywell from a third party and is not accompanied by a duty of confidentiality; (d) is disclosed by Subcontractor to a third party without a duty of confidentiality on the third party; (e) is independently developed by Honeywell without use of Subcontractor Confidential Information; or (f) is disclosed under operation of law, provided Honeywell notifies Subcontractor and upon Subcontractor's request and at Subcontractor's cost cooperates in all reasonable respects to contest the disclosure or obtain a protective order or other remedy.
4. Return. Honeywell will return or destroy all Subcontractor Confidential Information and all copies upon the earlier of Subcontractor's written request or termination of this Agreement and will upon request certify in writing to the return or destruction within 30 calendar days. Notwithstanding the foregoing, Honeywell may retain one copy of the Subcontractor Confidential Information to the extent required for evidentiary purposes.

EXHIBIT

SUBCONTRACTOR RESILIENCE PROGRAM

Subcontractor attests that it has and maintains compliance with a resilience program supporting the products or services provided to Honeywell that includes, at a minimum: Business Continuity, Technology Resilience/Disaster Recovery, Crisis Management and Third-Party Resilience.

“Crisis Management” is defined as Subcontractor’s overall coordination of its organization’s response to a crisis, in an effective, timely manner, with the goal of avoiding or minimizing damage to the organization’s profitability, reputation, and ability to operate.

“Business Continuity” is defined as Subcontractor having documented procedures that guide the organization to respond, recover, resume, and restore to a pre-defined level of operation following disruption in order to continue to produce the product and/or services to Honeywell.

“Technology Resilience/Disaster Recovery” is defined as Subcontractor’s ability to have resources and activities to re-establish information technology services (including components such as infrastructure, telecommunications, systems, applications and data) at an alternate site following a disruption of IT services in order to continue to produce the product and/or services to Honeywell.

“Third Party Resilience” is verifying that Subcontractor is evaluating its suppliers’ resilience capabilities, including Business Continuity and Disaster Recovery, so its suppliers’ failures do not impact the products/services they are providing by, to, or through Subcontractor to Honeywell.

Subcontractor will comply and have a Business Continuity Plan and a Technology Resilience/Disaster Recovery Plan that meets the following requirements:

- Business Continuity:
 - The following should be accomplished/conducted annually:
 - Business Impact Analysis/Assessment reviewed and approved
 - BC Plan reviewed and approved
 - Tabletop and/or live test
- Technology Resilience/Disaster Recovery
 - The following should be accomplished/conducted annually:
 - Application Impact Analysis/Assessment reviewed and approved
 - Technology Resilience/Disaster Recovery Plan reviewed and approved
 - Tabletop and live test conducted
- Third party Resilience:
 - Assessment of all the resilience capabilities of all suppliers supporting Subcontractor in providing the products/services to Honeywell

In the event of a business interruption, technology failure and/or crisis event (including any event that constitutes a force majeure event under the Force Majeure Section), Subcontractor will implement all necessary business continuity, crisis management and/or technology resilience/disaster recovery plans. In the event of such a disaster, Subcontractor will not increase any fees charged under this Subcontract. Honeywell reserves the right to audit Subcontractor’s compliance with such business continuity plan and technology resilience /disaster recovery plan once per year during the Term, or more frequently if deficiencies are noted.

If Subcontractor experiences an interruption or is aware of an impending interruption, Subcontractor will have established communication plans to promptly notify Honeywell of any potential impacts. The process must include notifying the Honeywell focal and the Honeywell Global Security Operations Center (GSOC) at GSOC@Honeywell.com or 1-888-891-6138 within 24 hours.