

HONEYWELL END USER LICENSE AGREEMENT

(As of October 14, 2024)

IMPORTANT NOTICE, PLEASE READ CAREFULLY. This End User License Agreement (“EULA” or “Agreement”) is a legal agreement between the business entity using the SaaS (“User”) and Honeywell International Inc. (“Honeywell”) (collectively, the “Parties” and each a “Party”), which sets forth the rights and obligations governing use of this Software-as-a-service, any related mobile application (“Mobile App”), or hosted platform, including any updates thereto (collectively, the “SaaS”) and related documentation (“Documentation”). This EULA takes precedence over any other terms and conditions, documents or agreements between the Parties solely in relation to the SaaS.

BY CLICKING “ACCEPT” AND/OR USING THE SAAS AND DOCUMENTATION, YOU, AS THE PERSON ACCESSING THIS SAAS ON BEHALF OF THE USER, REPRESENT: (1) THAT YOU HAVE READ THIS EULA AND (2) YOU HAVE THE AUTHORITY TO AGREE TO THE TERMS OF THIS EULA ON BEHALF OF THE USER. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF USER OR DO NOT AGREE TO ITS TERMS, DO NOT CLICK “ACCEPT” OR USE THE SAAS OR DOCUMENTATION.

- 1. License Rights.** Subject to User’s compliance with the terms and conditions of this EULA, Honeywell: (a) will provide User access to the SaaS via means authorized and provided by Honeywell (which may include a Mobile App, online portal, or interface such as https, VPN or API); and (b) hereby grants to User a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to (i) access and use the SaaS through such means; (ii) download, install, update and allow Honeywell to update (when applicable), and use any software Honeywell provides solely in support of User’s usage of the SaaS; (iii) use Documentation for the SaaS as reasonably required in connection with the SaaS; (iv) use any output of the SaaS, in each case solely for User’s internal business purposes including, for example, use by User’s authorized employees, contractors, or representatives who have been informed of and agree to comply with the terms of this EULA (“Authorized End Users”); and (v) use the SaaS in accordance with the usage metrics, including any limitations on the number of Authorized End Users (collectively, “SaaS Use Rights”). SaaS Use Rights continue for the period stated in the applicable Proposal, or if no duration is stated, for 12 months from the Effective Date. SaaS Use Rights are subject to SaaS usage metrics and any other restrictions in this EULA. If User exceeds usage metrics, Honeywell may suspend User’s access until User pays all required fees to Honeywell directly or through a Honeywell-authorized dealer, integrator, installer, or central station (each, a “Provider”), as applicable. User or Authorized End Users may exercise SaaS Use Rights if User binds them to the terms of this EULA. User is responsible, and Honeywell has no liability, for Authorized End Users’ compliance with this EULA and for any breach, act or omission by them. User may not resell SaaS Use Rights and may not make copies of the SaaS, in each case except as agreed by Honeywell in writing.
- 2. Restrictions on Use.** Except as expressly permitted in writing by Honeywell, User will not directly or indirectly through an Authorized End User (and will not authorize, encourage or cooperate with any third party to): (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer the SaaS or any license rights in any manner; (b) use the SaaS in a manner inconsistent with or in excess of the SaaS Use Rights; (c) create derivative works or separate the component parts of the SaaS; (d) input, upload, transmit or otherwise provide to or through the SaaS any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons of the SaaS; (f) create, benchmark or gather intelligence from the SaaS for a competitive offering; (g) translate, reverse engineer, decompile, recompile, update or modify all or any part of the SaaS; (h) disclose keys or login information required to use the SaaS to any third party, circumvent or interfere with any license management, security devices, access logs, or other SaaS protection measures of the SaaS, modify, tamper with, or disassemble keys, or merge the SaaS into any other SaaS; (i) alter or remove any proprietary rights notices or legends on or in the SaaS; (j) permit any use of the SaaS by any third party or person or entity that is not an Authorized End User; (k) access or use the SaaS in a manner that infringes another’s intellectual property rights; (l) employ the SaaS in hazardous environments or inherently dangerous applications, including any product, part, service or other application that could result in death, personal injury, requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; (m) employ the SaaS as (or as a substitute for) a third-party monitored emergency notification system; (n) access or use the SaaS in a manner that would reasonably be expected to cause liability or harm to Honeywell or Honeywell’s customers or breach this Agreement; (o) employ the SaaS for critical control of environments, emergency situations, life safety or critical purposes (p) upload to or use with the SaaS any technical data or SaaS controlled under the International Traffic in Arms Regulations (ITAR) or other Export/Import Control Laws; or (q) train any machine learning or artificial intelligence algorithm, software or system using the SaaS or Input Data. Further, User may not to violate the usage limits or controls set forth by: (a) the App Store Terms of Service, for iOS users accessing any Mobile App on an Apple product, or (b) Google Play Terms of Service for Android users accessing any Mobile App on an Android product. Any violation of the restrictions in this Section will constitute a material breach of this EULA.

3. **Account Access; Subscription License.** User acknowledges that the SaaS Use Rights is being licensed on a recurring subscription basis, subject to this EULA, and any additional terms and conditions agreed upon between User and Honeywell or separate contract with a Provider (each, a “**Provider Contract**”). Honeywell is not a party to any such Provider Contract and shall not be liable for any damages whatsoever in relation to any dispute related to any such Provider Contract, including, but not limited to, payment obligations, the automatic renewal of the relevant subscription term, or termination of User’s subscription. User further acknowledges and agrees that (i) SaaS Use Rights is subject to payment of the relevant fees to Honeywell, and (ii) Honeywell will have no liability whatsoever to User to the extent Honeywell cuts off access to the SaaS due to User’s failure to pay or a failure to pay by User’s Provider.
4. **Account Security.** User agrees and acknowledges that to the extent applicable, it will: (i) maintain strict confidentiality over all names, passwords, or other credentials of User’s Authorized End Users; (ii) assign accounts to unique individuals and not allow others to use User’s or Authorized End User’s credentials or account, including sharing among multiple users; and (iii) immediately notify Honeywell of any unauthorized use or breach of security or security incident related to User’s or Authorized End User’s accounts; (iv) submit only complete and accurate information; (v) maintain and promptly update information if it changes; and (vi) manage user access .Honeywell many use rights management features (to prevent unauthorized use). User is responsible for any costs or damages incurred due to unauthorized use or access to the SaaS via User’s Authorized End Users’ account credentials or systems.
5. **Evaluation Licenses.** Access to the SaaS may be provided to User for beta, demonstration, test, or evaluation purposes, (collectively, “**Evaluation Licenses**”). For any Evaluation Licenses, the term shall be limited to ninety (90) days (the “**Evaluation Period**”), unless otherwise agreed to by Honeywell in writing. Evaluation Licenses are limited specifically to use for evaluation or demonstration purposes only, and User agrees not to use such SaaS in a production or non-test environment. User’s use of the SaaS under an Evaluation License is provided as-is, without any representations or warranties of any kind, and is at User’s sole risk. Honeywell has no obligation to support, maintain or provide any assistance regarding any Evaluation Licenses. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY DAMAGES OF ANY KIND IN RELATION TO ANY EVALUATION LICENSE OR EVALUATION OF THE SAAS BY USER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, OR BUSINESS INTERRUPTION). NIETHER USER NOR ANY PROVIDER IS ENTITLED TO ANY DEFENSE OR INDEMNIFICATION FOR EVALUATION LICENSES GRANTED PURSUANT TO THIS SECTION.
6. **Audit.** User will maintain complete, current and accurate records documenting the location, access and use of the SaaS or other offerings. During the term of this EULA and for 1 year thereafter (the “**Audit Period**”), Honeywell may: (a) require User to send written certification of compliance with the terms and conditions of this EULA within thirty (30) days; and (b) upon reasonable notice, initiate an audit of the User’s records and electronic logs to verify User’s access to and use of any SaaS or other offerings and User’s compliance with the terms and conditions of this EULA, it being understood that any failure to deliver a certificate of compliance on a timely basis will extend the audit period and that any audit initiated within the audit period may permissibly be completed after the end of the Audit Period. User may not take any steps to avoid or defeat the purpose of any such verification measures and will cooperate with Honeywell to facilitate Honeywell’s audit. If any audit reveals any underpayment, if User is purchasing the SaaS or other offerings directly from Honeywell, (i) User will promptly pay Honeywell the underpaid fees and related maintenance and support fees and (ii) If the underpayment is five percent (5%) or more of the fees paid for the SaaS or other offering in any three (3) month period, User will reimburse Honeywell for its audit costs and audit-related expenses. If User is purchasing the SaaS through a Provider, User will promptly pay the Provider the underpaid fees and related maintenance and support fees for the benefit of Honeywell.
7. **Updates & Support.** Initial set up and configuration are only provided if stated in User’s purchase order with Honeywell. Honeywell will manage, maintain and support the SaaS (“**SaaS Support**”) in accordance with the policies specified in the applicable purchase order, or if none specified, Honeywell will use commercially reasonable efforts to maintain the SaaS and repair reproducible defects and make the SaaS available subject to scheduled downtime and routine and emergency maintenance. Except otherwise agreed in writing, User is responsible for the connectivity required to use the SaaS and for maintaining the equipment and infrastructure that connects to the SaaS. Set up and SaaS Support excludes device or third-party app set up unless stated in the purchase order. Honeywell reserves the right to modify the SaaS if such modification does not materially diminish the functionality of the SaaS. Honeywell may monitor User’s usage of the SaaS.
8. **Intellectual Property Rights.** Except for those rights expressly granted in this EULA, Honeywell and its affiliates and licensors own and reserve all intellectual property rights in and to the SaaS and the Documentation and all of their derivative works, modifications and improvements. The Documentation, SaaS and operation and performance of the SaaS and any feedback provided by User to Honeywell thereto constitute Honeywell’s confidential information.
9. **Data Rights.** User retains all rights that User already holds in data and other information that User or persons acting on User’s behalf input, upload, transfer or make accessible in relation to, or which is collected from User or third-party decides or equipment

by, the SaaS (“**Input Data**”). Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell’s products or services. Honeywell and its affiliates may also use Input Data for any other purpose and provided it is in an anonymized form that does not identify User or any data subjects. Any User Personal Data (as defined under Applicable Data Privacy Laws) contained within Input Data shall only be used or processed in accordance with the data privacy terms of this EULA and Applicable Privacy Laws. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its affiliates (but excluding Input Data itself) and any intellectual property rights related thereto (“**Know-how**”), are owned exclusively and solely by Honeywell and are Honeywell’s confidential information. User has sole responsibility for obtaining all consents and necessary to permit Honeywell’s use of Input Data Unless agreed in writing, Honeywell does not archive Input Data for User’s future use. User consents to any transfer of User’s Input Data outside of its country of origin.

10. Data Privacy.

- a. “**Applicable Data Privacy Laws**” means applicable data protection, privacy, breach notification, or data security laws or regulations. “**Data Controller**” means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws). “**Personal Data**” means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. “**Controlled Personal Data**” means (i) Personal Data provided by one Party to the other to manage the relationship between the Parties, and (ii) Personal Data in usage data or Input Data that is made available by User to Honeywell in relation to the use of the SaaS for the purposes of providing, improving, or developing Honeywell products and services.
- b. Each Party will process the Controlled Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer the Controlled Personal Data to the other Party (including providing notice).
- c. To the extent required by Applicable Data Privacy Laws, 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. 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 at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.
- d. If Honeywell processes Personal Data on Company’s behalf, Honeywell’s Data Processing Agreement for Customers at <https://www.honeywell.com/us/en/company/data-privacy> apply.

11. **Disaster Recovery, Back up.** Honeywell maintains disaster recovery and business continuity plans to manage material loss or failure in the facilities, equipment or technologies used to provide the SaaS (“**Disaster Failure**”). Unless agreed otherwise in writing, Honeywell does not offer account recovery of data separately from that of any other customer and Honeywell is not responsible if backups fail, are incomplete, or could not be performed or Input Data is lost or damaged. In the event of Disaster Failure Honeywell will use commercially reasonable efforts to restore to the most recently available backup. Honeywell’s obligations set out in this section are Honeywell’s sole obligations, and User’s sole and exclusive remedy, for Disaster Failure.

12. **Third-Party SaaS & Open Source.** Certain components of the SaaS may incorporate open-source software (“**OSS**”) or third-party applications, software or platforms (collectively, “**Third-Party SaaS**”). To the extent required by the licenses covering the same, the terms of such third-party licenses (“**Third-Party Terms**”) will govern solely with respect to such Third-Party SaaS. If there are no Third-Party Terms, User’s use will be (a) subject to the same terms as the SaaS and (b) solely in connection with User’s use of such SaaS. To the extent the licenses applicable to OSS (i) prohibit any restriction in this Agreement with respect to such OSS, such restriction will not apply to such OSS; and (ii) require Honeywell to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. User acknowledges receipt of notices for OSS. User is solely responsible for determining, obtaining and complying with all Third-Party Terms. All Third-Party SaaS is provided on an “as-is” basis, and Honeywell makes no representations or warranties, either express or implied, of any kind regarding (i) any Third-Party SaaS or User’s use of Third-Party SaaS, and (ii) Third-Party Terms or User’s compliance with the same.

13. Compliance.

- a. User's rights under this EULA are subject to User's compliance with all laws applicable to use of the SaaS, including, without limitation, laws pertaining to data privacy, localization, anticorruption, anti-bribery, the environment (including, without limitation, European WEEE Directive 2012/19/EU), export and sanctions (including, without limitation, compliance with laws prohibiting export to embargoed, prohibited, or restricted countries or providing access to the SaaS to sanctioned, prohibited, denied, and designated persons). User further acknowledges and agrees that it is responsible, and Honeywell shall have no liability, for ensuring compliance with any standards which may be established from time to time by standards or regulatory bodies which may impact User's configuration, implementation, maintenance and use of the SaaS, including, for example, European Committee for Electrotechnical Standardization (CEN-CENELEC) FprEN 50710:2021, or any other applicable law or regulation. User will defend, indemnify and hold Honeywell and its related entities harmless from and against any claims, demands, fines, judgments, or settlements arising out of User's non-compliance with this section.
- b. User represents that it is not (i) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons ("**SDN List**"), the OFAC Sectoral Sanctions Identifications List ("**SSI List**"), and the sanctions list under any other sanctions laws; (ii) organized under, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC, (currently, as of writing, Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (i) or (ii) of this section.
- c. To the extent applicable, as it may relate to any license and access by governmental authorities, by accepting delivery of this SaaS, any U.S. Government User hereby agrees that the SaaS qualifies as "commercial" computer SaaS and is licensed hereunder as that term is described in FAR 52.227-19 and DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer SaaS and/or commercial computer SaaS documentation subject to the terms and this EULA as specified in 48 C.F.R. 12.212 (Computer SaaS) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("**FAR**") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("**DOD**"), the U.S. Government acquires this commercial computer SaaS and/or commercial computer SaaS documentation subject to the terms of this EULA as specified in 48 C.F.R. 52.227-19 and 48 C.F.R. 227.7202 of the FAR and DOD FAR Supplement and its successors, respectively.

14. Term, Suspension. Unless otherwise agreed in a signed writing executed by the Parties' authorized representatives, this Agreement commences upon the earlier of when User's authorized representative clicks "Agree" (or similar term) or downloads/installs/accesses the SaaS and remains in effect until User ceases using the SaaS, Honeywell terminates this EULA and access to the SaaS, or User's SaaS subscription license term expires. Honeywell may terminate this EULA if (a) User breaches the terms of this EULA, (b) User's use of the SaaS is fraudulent or may subject Honeywell to potential liability, (c) User's access or use of the SaaS is not authorized, or (d) Honeywell suspends or ends operation or use of the SaaS. In the event of a termination of this EULA, User shall (a) cease use of the SaaS; and (b) within 15 days of such termination date, (i) delete the SaaS and Documentation from its systems and (ii) certify User's compliance with its obligations under this Section in writing to Honeywell or its authorized licensor. Termination of this EULA shall not release User from any responsibility, payment, or other liability for breach, and all such obligations shall survive termination.

15. Automatic Deactivation Feature. User acknowledges and agrees that the SaaS may contain a time-sensitive disablement feature ("**Deactivation Device**") that will automatically deactivate the SaaS upon the termination of this EULA. User agrees not to tamper with, disable, or attempt to bypass the Deactivation Device feature. User understands that the Deactivation Device feature is integral to the enforcement of the applicable term of the license for the SaaS and agrees that Honeywell shall not be liable for any loss or damage that may arise from the disablement of the SaaS as a result of the Deactivation Device feature.

16. Warranty & Warranty Disclaimer.

- a. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH HEREIN, THE SAAS AND DOCUMENTATION IS PROVIDED "AS-IS" WITHOUT ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. HONEYWELL DOES NOT WARRANT THAT THE SAAS WILL OPERATE WITHOUT INTERRUPTION OPERATE ERROR FREE, OR THAT ALL ERRORS CAN BE CORRECTED OR THAT THE SAAS WILL MEET USER'S REQUIREMENTS. OTHER THAN AS EXPRESSLY PROVIDED IN THIS EULA, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HONEYWELL OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY OF ANY KIND. THIS INCLUDES, WITHOUT LIMITATION, ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY HONEYWELL, ITS CUSTOMERS, ITS USERS, ITS PARTNERS, ITS AFFILIATES, OR ANY OTHER THIRD PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, NON-

INFRINGEMENT, COMPLIANCE WITH LAWS APPLICABLE TO USER OR ITS USE OF THE SAAS, AND ANY INSTANCE WHERE USER FAILS TO COMPLY WITH DOCUMENTATION OR TO APPLY RECOMMENDED UPDATES OR PATCHES. WITHOUT LIMITING THE FOREGOING, HONEYWELL PROVIDES NO GUARANTEE THAT THE SAAS WILL: (i) BE COMPATIBLE WITH ALL SYSTEMS, COMPUTER, OR HANDHELD DEVICES; (ii) PROVIDE ADEQUATE WARNINGS; (iii) NOT BE COMPROMISED, CIRCUMVENTED, OR INTERRUPTED WHEN SENDING OR RECEIVING INFORMATION OR SIGNALS RELATED TO SAAS ACTIVATION, USE, ALERTS, OR DEACTIVATION; OR (iv) PREVENT ANY CYBER SECURITY INCIDENT, PERSONAL INJURY, OR PROPERTY LOSS CAUSED BY HACKING, BURGLARY, ROBBERY, FIRE, SPRINKLER SYSTEMS, EXCESSIVE HEAT, COLD OR HUMIDITY OR OTHERWISE. USER ACKNOWLEDGES THAT THE AVAILABILITY AND FUNCTIONALITY OF THE SAAS IS DEPENDENT ON USER'S CONFIGURATION, USE, AND A VARIETY OF THIRD-PARTIES AND TECHNOLOGIES OVER WHICH HONEYWELL HAS NO CONTROL AND DOES NOT WARRANT, INCLUDING, FOR EXAMPLE, USER'S NETWORK, COMPUTER, MOBILE DEVICE, WIRING, INTERNET SERVICE PROVIDER, SATELLITE PROVIDER, AND MOBILE DEVICE CARRIER.

- b. In the event of Honeywell's failure to conform to any applicable warranty for an iOS Mobile App, User may notify Apple, and Apple will refund the purchase price for the Mobile App, if any. Such refund, however, will be limited solely to any purchase price paid to Apple for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP, AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY. FOR ANDROID MOBILE APPS, GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

17. Limitation of Liability.

- a. Honeywell is not responsible for any injury or damage to any persons or property resulting from use of SaaS. User will take precautions, establish procedures, and post notices to ensure that persons and property are not harmed in the event of an error, malfunction, or unexpected operation of the SaaS.
- b. HONEYWELL IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, IPROBLEMS, UNAVAILABILITY, COMPATIBILITY ISSUES, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (i) CYBERATTACK; (ii) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (iii) DATA, SAAS, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (iv) USER'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY AUTHORIZED END USER, OR ANY FAILURE BY USER OR ITS AUTHORIZED END USERS TO FOLLOW PUBLISHED DOCUMENTATION; (v) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (vi) LOSS OR CORRUPTION OF DATA; (vii) UNAUTHORIZED ACCESS TO THE SAAS DUE TO IMPROPER USE OF USER'S CREDENTIALS OR THOSE OF ITS AUTHORIZED END USERS; OR (viii) USER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.
- c. IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM A BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF USER HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.
- d. SUBJECT TO ALL OTHER DISCLAIMERS IN THIS SECTION 16 AND ELSEWHERE IN THIS AGREEMENT, HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE PAID TO HONEYWELL FOR THE SAAS LICENSE OR ACCESS PROCURED BY THE USER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. ALL CLAIMS THAT USER MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.
- e. USER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. FOR PURPOSES OF THIS EULA, A CAUSE OF ACTION SHALL BE DEEMED TO HAVE

ACCRUED WHEN A PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.

- 18. Consent to Electronic Communications and Solicitation.** To the extent the SaaS requires downloading a Mobile App, User authorizes Honeywell to send (including via email and push notifications) information regarding the SaaS, such as: (a) notices about User's use of the SaaS (and the Mobile App, including notices of violations of use); (b) updates to the SaaS and Mobile App and new features or products; and (c) promotional information and materials regarding Honeywell's products and services. User and its Authorized End Users can review account notification settings and adjust messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through the "Push Notifications" section of the Mobile App settings.
- 19. Governing Law.** All questions or disputes arising out of or relating to this EULA and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights, and liabilities relating hereto, whether arising in contract or otherwise ("**Dispute**"), shall be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law provisions or rule (whether the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Honeywell and User expressly agree to exclude from this EULA the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The Parties agree that the federal and state courts of Mecklenburg County, North Carolina shall be the sole and exclusive venue for any Dispute, and the Parties hereby consent and submit to the jurisdiction for such venue. The Parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. The Parties agree that any Dispute proceeding in state court shall be litigated in the North Carolina Business Court in Charlotte, North Carolina to the fullest extent permitted by law. The Parties shall seek to designate any Dispute to the North Carolina Business Court as a complex business case under § 7A-45.4 of the North Carolina General Statutes and/or an exceptional case under Rule 2.1 of the North Carolina General Rules of Practice, and they hereby provide their consent to and agree not to contest designation to such court. If designation to the North Carolina Business Court is denied or otherwise prohibited by law, the Parties agree that any Dispute shall be litigated in Mecklenburg County Superior Court or the U.S. District Court for the Western District of North Carolina. User will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS EULA.

Before the Parties initiate any dispute resolution process other than injunctive relief, the parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either party may pursue resolution of the dispute consistent with the other terms of this EULA.

20. Third Party Platforms; Third Party Beneficiaries.

- a. If User accesses and uses the SaaS via a Mobile App from a third-party app store (e.g., Apple, Samsung, or otherwise) or a via a cloud-based platform (e.g., Microsoft Azure Cloud, AWS Cloud, or other cloud environment) (each, a "**Third Party Platform**"), this EULA is solely between Honeywell and User, and any Third-Party Platform that provides access to the SaaS or Mobile App may have separate terms and conditions to which User may be required to accept in order to access use the Mobile App. To the maximum extent permitted by applicable law, Honeywell will have no warranty, support, or other obligations whatsoever with respect to any Third-Party Platform, other than to confirm whether User should be provided with access to the SaaS via such Third-Party Platform. User further acknowledges and agrees that Honeywell will have no liability whatsoever with respect to any Third-Party Platform.
- b. If User accesses and uses the SaaS via a Mobile App on an Apple device (e.g., iPhone, iPad, iPod Touch) (any such device, an "**Apple Device**"), this EULA is solely between Honeywell and User, and Apple is neither a party to this EULA nor responsible for the SaaS or any support thereof. To the maximum extent permitted by applicable law, Apple will not be responsible for the investigation, defense, settlement or discharge of any third-party intellectual property infringement claim related to the SaaS, the Mobile App, or the use thereof. User acknowledges and agrees that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon User's acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against User as a third-party beneficiary.
- c. If User accesses and uses the SaaS via a Mobile App, such Mobile App is only available for supported devices and might not work on every device. Determining whether User or its Authorized End User's device is a supported or compatible device for use of the Mobile App is solely User's responsibility, and downloading the Mobile App is done at User's or its Authorized

End User's own risk. Honeywell does not represent or warrant that the Mobile App and any device are compatible or that the Mobile App will work on any device.

21. **SaaS Offering-specific Terms.** User's use of certain SaaS is subject to the SaaS Offering Specific Terms at hwl.co/EULA.
22. **Miscellaneous.** This EULA and the rights granted herein are not assignable or transferrable by User. Honeywell may assign or transfer this EULA or any rights in it with or without notice to User. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. The parties are independent contractors of the other. If required by Honeywell's written contract with such parties, certain of its licensors may be third party beneficiaries of this EULA. The controlling version of this EULA is this English language version regardless translation. The word "including" is exemplary meaning "including without limitation" or "including, but not limited to." The words "shall," "will," and "must" are obligatory while "may" is permissive, giving a right, but not obligation. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA will continue in full force and effect.