

HONEYWELL END USER LICENSE AGREEMENT

(As of May 2023_v3)

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6. **Audit.** During the term of this EULA and for 24 months after, Honeywell or its designee can, during normal business hours upon reasonable notice, access, inspect and audit, User's compliance with this Agreement and User will furnish such information and access to personnel as Honeywell may reasonably request. Honeywell has the right to monitor usage of the Software.
7. **Updates & Support.** Honeywell does not provide You with any dedicated support or maintenance for the Software, except to the extent agreed otherwise in writing. Honeywell may make Software updates or upgrades available from time to time. User understands that failure to install an update or upgrade of the Software may mean loss of features or functions of the Software, including, without limitation security functions.
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10. **Privacy.** All capitalized terms used in this section should be interpreted to have the same meaning as those terms defined in the General Data Protection Regulation EU 2016/679 ("**GDPR**") or in any analogous definitions in any other similar applicable privacy laws ("**Applicable Privacy Laws**"). User acknowledges and agrees that, in connection with its performance under this EULA, Honeywell will NOT access or Process any Personal Data of User or its Authorized End Users. For more information on privacy issues please reach out to HoneywellPrivacy@Honeywell.com.
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 - b. User represents that it is not (i) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons ("**SDN List**"), the OFAC Sectoral Sanctions Identifications List ("**SSI List**"), and the sanctions list under any other sanctions laws; (ii) organized under, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC, (currently, as of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (i) or (ii).

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

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15. Limitation of Liability.

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

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

16. Notices & Dispute Resolution. Other than disputes related to Honeywell's intellectual property rights, the parties agree that, prior to initiating any legal action, they will 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 or person from both parties who has authority to resolve the relevant dispute on behalf of that party. If the dispute is not resolved within fifteen (15) days following such conference, either party may pursue resolution of the dispute consistent with the other terms of the EULA. Any questions, complaints, claims related to the Software should be in writing to Honeywell International Inc., 715 Peachtree Street, Attn: HBT General Counsel, Atlanta, GA 30308.

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

18. Apple Device Terms; Third Party Beneficiary. This Section applies only if You use the Software on an Apple device (e.g., iPhone, iPad, iPod Touch) (any such device, an "**Apple Device**"). This EULA is solely between Honeywell and You, and Apple neither a party to this EULA nor responsible for the Software or any support thereof. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the Software. Nor will Apple be responsible for the investigation, defense, settlement or discharge of any third-party intellectual property infringement claim related to the Software or the use thereof. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon Your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against You as a third-party beneficiary.

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