

HONEYWELL END USER LICENSE AGREEMENT FOR MICROSOFT AZURE MARKETPLACE

(As of May 2023_v3)

IMPORTANT NOTICE, PLEASE READ CAREFULLY. This End User License Agreement (“EULA” or “Agreement”) is a legal agreement between you, as an individual business entity (“User” or “You”) and Honeywell International Inc. (“Honeywell”), which sets forth the rights and obligations governing Your access to and use of Honeywell’s Pro-Watch Integrated Security Suite software (the “Software”) and related documentation (“Documentation”) via the Microsoft Azure Marketplace.

By installing and/or using the Software, User is representing its intent to be bound by the terms of this EULA and that individual(s) installing and using the Software have authority to enter into this EULA on behalf of User. **IF THE PERSON INSTALLING THE SOFTWARE DOES NOT HAVE AUTHORITY TO ENTER INTO THIS EULA FOR USER OR DOES NOT AGREE WITH THE TERMS OF THIS EULA ON BEHALF OF USER, DO NOT CLICK “ACCEPT” OR USE THE SOFTWARE.**

1. **License Rights.** Subject to payment of applicable fees, and for the period User is authorized by Honeywell to access the Software, Honeywell: (a) shall provide Microsoft with confirmation that it should provide User access to the Software via its online platform or Azure Marketplace (the “Azure Platform”); and (b) hereby grants User a revocable, non-exclusive, non-assignable, non-transferable right to download, install, and use the Software and the Documentation, solely for Your internal business purposes, including for use by Your authorized employees, contractors, or representatives who have been informed of and agree to comply with the terms of this EULA (“Authorized End Users”). User may not lease, sublicense, transfer, resell, permit third parties to access or use, or make copies of the Software or Documentation (except for back up purposes), unless agreed to in advance by Honeywell in writing.
2. **Acceptable Uses.** Without Honeywell’s express written consent in a separate agreement, User may not (directly or indirectly through any Authorized End User): (a) resell, transfer, share, or make the Software available to any third party (including, without limitation, sharing User’s login credentials to the Azure Platform or the license keys to the Software on any website or public forum); (b) act as a service provider or provide commercial hosting services which entail granting a sublicense, renting or leasing, in whole or in part, the Software to another party, or otherwise using the Software on a service bureau basis; (c) decipher, decompile, disassemble, reverse assemble, reverse engineer, translate, modify, or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the Software, in whole or in part, for any purpose or in any manner (except to the extent such prohibition is expressly prohibited by law); (d) write or develop any derivative software or documentation or other software programs based upon the Software or Documentation; (e) use the Software or Documentation in violation of any applicable laws or regulations; or (f) disclose, transfer or otherwise make available the results of any performance, capacity or functionality tests or any benchmark testing of the Software to any third party. User further acknowledges and agrees that it is responsible for all uses of the Software and Documentation by its Authorized End Users and any violations of this EULA by such Authorized End Users.
3. **Account Security.** User agrees and acknowledges that to the extent applicable, it will: (i) maintain strict confidentiality of all names, passwords, or other credentials of User’s Authorized End Users; (ii) instructing its Authorized End Users not to allow others to obtain or use their credentials, or to access the Software; and (iii) immediately notify Honeywell of any unauthorized use or breach of security related to User’s account. User is responsible for costs incurred due to unauthorized use or access through User’s Authorized End Users’ account credentials or systems.
4. **Evaluation Licenses.** Access to the Software may be provided to You 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 You agree not to use such Software in a production environment. Your use of the Software under an Evaluation License is provided as-is, without any representations or warranties of any kind, and is at Your 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, 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). YOU ARE NOT ENTITLED TO ANY DEFENSE, INDEMNIFICATION FOR EVALUATION LICENSES GRANTED PURSUANT TO THIS SECTION.**
5. **Audit.**
 - a. 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. User shall not remove, modify, or obscure any proprietary rights notices on the Software or Documentation.

- b. During the term of this EULA, upon User's written request and subject to obligations of confidentiality, Honeywell will provide to User all information necessary, including by relevant certifications, to demonstrate its compliance with Section 9 (Privacy) of this EULA. User (or an independent auditor mandated by User) may audit Honeywell's compliance with such obligations no more than once per year at the applicable facility or such other time as there may be indications of non-compliance (each, and "**Audit**") upon at least ninety (90) days' written notice setting forth a reasonably detailed audit plan describing the proposed scope, start date and duration, which must be agreed upon by the parties prior to commencement. To preserve the security of the Honeywell organization and its Users, Honeywell reserves the right to not share information that could expose or compromise its security, privacy, employment policies or obligations to other Users or third parties or share confidential information which is not relevant to demonstrating compliance. User will pay for Honeywell's reasonable costs of an Audit and provide Honeywell with an audit report within three (3) months after its completion.
6. **Updates & Support.** Honeywell does not provide You with any dedicated support or maintenance for the Software, except to the extent You have otherwise agreed in writing with Honeywell, for example in a separate support and service agreement. 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.
 7. **Intellectual Property Rights.** The Software is licensed to User, NOT sold. The Software is protected by patent, copyright, trademark, trade secret and other laws. Honeywell reserves all intellectual property rights in and to the Software, Documentation and any other materials or information provided or made available to User in connection with this EULA, including any not expressly granted to User in this EULA.
 8. **Data Rights.** User retains all rights over any data and other information that User may provide, upload, transfer or make available in relation to, or which is collected from User's devices or equipment by, the Software ("**Technical Data**"). Honeywell has the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Technical Data to protect, improve, or develop its products, services, and related offerings. All information, analysis, insights, inventions, and algorithms derived from Technical Data by Honeywell (but excluding the Technical Data itself) and any intellectual property rights obtained related thereto, are owned exclusively and solely by Honeywell.
 9. **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**"). For more information on privacy issues please reach out to HoneywellPrivacy@Honeywell.com.
 - a. **Processing.** User acknowledges and agrees that, in connection with its performance under this EULA, Honeywell will Process Personal Data of Authorized End Users, who are considered data subjects, on behalf of User who is the Controller (except where User acts as a Processor in which case Honeywell is a Subprocessor). The specific categories of User Personal Data to be processed are the name and business contact details of User's Authorized End Users, images of Authorized End Users, if uploaded by such Authorized End Users, and business location details, which are all Processed for the purposes of performing under this EULA, including, for example, permitting secure authentication and support to User.
 - b. **Purpose & Instruction limitations.** Honeywell will only process User Personal Data as permitted under the EULA, in compliance with Applicable Privacy Laws, and in accordance with User's documented instructions, unless such instructions would violate other applicable law to which Honeywell is subject. Honeywell will not Sell any User Personal Data to any third party. User agrees that the EULA includes its complete and final instructions to Honeywell in relation to the Processing of User Personal Data. Any additional or alternate instructions must be agreed in writing between the Parties, including the costs (if any) associated with complying with such instructions. Honeywell will inform User if it is of the opinion that a User instruction infringes Applicable Privacy Laws unless applicable law prohibits such notification.
 - c. **Subprocessors.** User authorizes Honeywell to use Subprocessors located in any jurisdiction to Process User Personal Data, provided Honeywell contractually requires Subprocessors to abide by terms no less restrictive than this Section 9 and Honeywell remains liable for the performance of such Subprocessors. Honeywell will make available to User a list of Subprocessors that it engages to support the provision of the Services upon written request. If User legitimately objects to a Subprocessor on reasonable data protection grounds and the Parties do not resolve the matter within one (1) month following notification of the same to Honeywell, Honeywell may terminate the EULA without penalty on written notice.

- d. Authorization for Data Transfers. User hereby authorizes Honeywell and its Subprocessors to transfer User Personal Data to locations outside of its country of origin for the performance of the EULA provided that Honeywell ensures such data transfers comply with Applicable Privacy Laws.
 - e. Data Export Restrictions. If Honeywell transfers User Personal Data from the European Economic Area (“**EEA**”), UK, Switzerland or from any other jurisdiction that restricts the cross-border transfer of User Personal Data to locations outside that jurisdiction, User shall 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, (“**SCCs**”) in the capacity of “data exporter”, and Honeywell in the capacity of “data importer” as those terms are defined therein. The 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 EULA. The Parties acknowledge that the information required to be provided in the appendices to the SCCs is set forth in this EULA. If there is a conflict between the provisions of this EULA and the SCCs, the SCCs will prevail.
 - f. Security & Prohibited Data. Honeywell will use appropriate technical and organizational measures to protect User Personal Data as required by Applicable Privacy Laws and will follow industry-standard security practices. Honeywell will further ensure that only authorized personnel who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality may access User Personal Data for the purposes of performing under this EULA. User is responsible for configuring the Software in a manner which enable User to comply with Applicable Privacy Laws, including the implementation of appropriate technical and organizational measures. User acknowledges and agrees that it will not provide Honeywell with any Sensitive Personal Data or User Personal Data which is regulated by COPPA, FERPA and HIPAA, unless authorized to do so in writing by Honeywell.
 - g. Security Incidents. Honeywell will notify User without undue delay after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of User Personal Data while processed by Honeywell (each a “**Security Incident**”) in relation to the Services under the EULA. Honeywell will investigate the Security Incident and provide User with relevant information about the Security Incident as required under Applicable Privacy Laws. Honeywell will use reasonable efforts to assist the User in mitigating, where possible, the adverse effects of any Security Incident.
 - h. Cooperation. Honeywell will cooperate with User to respond to any requests, complaints or inquiries from data subjects, supervisory authorities, or other third parties, conduct a privacy impact assessment and prior consultation with supervisory authorities, provided that User reimburse Honeywell for all reasonably incurred costs. If Honeywell receives a data subject request relating to User Personal Data, including Authorized User Personal Data, Honeywell will refer such data subject request to User. Honeywell will not respond to the data subject request unless required by applicable law.
- 10. Open Source.** Certain components of the System may incorporate open-source software (“**OSS**”) and to the extent required by the licenses covering OSS, the terms of such third-party licenses will apply to such OSS. 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 us to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. You acknowledge receipt of notices for OSS. All OSS is provided on an “as-is” basis, and Honeywell makes no express or implied warranties of any kind with respect thereto and assumes no liability for any damages regarding the use or operation of any such OSS.

11. Compliance.

- a. User must comply with all laws applicable to its use of the Software including data privacy or localization, anti-bribery and export control laws (i.e., export to embargoed, prohibited or restricted countries or access by prohibited, denied and designated persons) and User’s rights to use the Software are subject to such compliance. User is also responsible for ensuring compliance with any standards which may be established from time to time by standards or regulatory bodies which may impact User’s configuration, implementation, maintenance and use of the Software, including, for example, European Committee for Electrotechnical Standardization (CEN-CENELEC) FprEN 50710:2021 (“Remote Services for fire safety systems and security systems”).
- b. To the extent applicable, as it may relate to any access by governmental authorities, the Software licensed under this EULA is “commercial computer software” as that term is described in 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. 227.7202 of the DOD FAR Supplement and its successors.

12. **Term, Suspension.** This Agreement commences upon the first to occur of when User clicks “Agree” (or similar term) or downloads/installs/accesses the Software and remains in effect until User ceases using the Software or Honeywell terminates this EULA and access to the Software. Honeywell may terminate this Agreement if (a) User breaches it, (b) User’s use is fraudulent or may subject Honeywell to potential liability, (c) User’s access is not authorized, or (d) Honeywell suspends or ends operation or use of the Software. Upon termination of the Agreement, at User’s option, Honeywell will return, delete, or anonymize all User Personal Data except to the extent Honeywell is required by applicable law to retain User Personal Data in which case the terms of Section 9 will continue to apply to the retained User Personal Data.
13. **Warranty Disclaimer.** THE SOFTWARE IS PROVIDED “AS IS,” WITHOUT ANY WARRANTY OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. 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, ANY PARTIES OPERATING NETWORK OPERATIONS CENTERS (“NOCs”), OR ENTITIES LICENSING, INSTALLING, CONFIGURING, MAINTAINING, OR SUPPLYING ALL OR PART OF THE SOFTWARE CODE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIM ALL SUCH WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.
14. **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, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of its control; (ii) cyberattacks; (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 ENRICHMENT, UNFAIR COMPETITION, OR BUSINESS PRACTICES, OR OTHER TORTIOUS CONDUCT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HONEYWELL, ITS AFFILIATES, LICENSORS OR SUPPLIER’S MAXIMUM, AGGREGATE LIABILITY TO YOU RELATED TO THIS EULA AND HONEYWELL’S RELATIONSHIP TO YOU WILL NOT EXCEED \$100. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY TO ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF FORM, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
 - c. NO ACTION ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS EULA OR TRANSACTIONS CONTEMPLATED BY THIS EULA MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. FOR PURPOSES OF THIS EULA, A CAUSE OF ACTION SHALL BE DEEMED TO HAVE ACCRUED WHEN A PARTY KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE BREACH OR CLAIMED BREACH.
11. **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.
12. **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. **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. 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.

13. **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.