

HONEYWELL END USER LICENSE AGREEMENT

(As of September 15, 2024)

IMPORTANT NOTICE, PLEASE READ CAREFULLY. This End User License Agreement (“**EULA**” or “**Agreement**”) is a legal agreement between the business entity using the Software (“**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 and any related mobile application (“**Mobile App**”), including any updates thereto, (collectively, the “**Software**”) and related documentation (“**Documentation**”).

BY DOWNLOADING, CLICKING “ACCEPT”, AND/OR USING THE SOFTWARE AND DOCUMENTATION, YOU, AS THE PERSON INSTALLING THIS SOFTWARE ON BEHALF OF 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 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 SOFTWARE OR DOCUMENTATION.

- 1. License Rights.** Subject to the terms and conditions of this EULA and payment of applicable fees, Honeywell hereby grants a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable right and license to download, install, use, and make a reasonable number of back-up copies of the Software and Documentation, solely (i) in the form made available by Honeywell and in accordance with the Documentation; (ii) for User’s internal business purposes, including, for example, use by User’s authorized employees, related entities, contractors, or representatives who have been informed of and agree to comply with the terms of this EULA (“**Authorized End Users**”); and (iii) in accordance with any express limitations on the number of Authorized End Users, accounts, assets, sites or other usage metrics set forth in the Documentation or any written agreement with Honeywell or an authorized licensor (collectively, “**Software Use Rights**”). Upon termination or expiration of the applicable purchase order, subscription license term, and/or this EULA, User’s license to the Software and Documentation terminate immediately and User will stop using the Software and Documentation and return, destroy or delete, as directed by Honeywell, all copies of the Software and associated keys. User is responsible for its Authorized End Users’ compliance with this EULA.
- 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 Software or any license rights in any manner; (b) use the Software in a manner inconsistent with or in excess of the Software Use Rights; (c) create derivative works or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software 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 Software; (f) create, benchmark or gather intelligence from the Software for a competitive offering; (g) translate, reverse engineer, decompile, recompile, update or modify all or any part of the Software; (h) disclose keys or login information required to use the Software to any third party, circumvent any license management, security devices, access logs, or other software protection measures of the Software, modify, tamper with, or disassemble keys, or merge the Software into any other software; (i) alter or remove any proprietary rights notices or legends on or in the Software; or (k) permit any use of the Software by any third party or person or entity that is not an Authorized User. Any violation of the restrictions in this Section will constitute a material breach of this EULA. There may be measures in the Software to prevent unlicensed or illegal use, and/or that report metrics to Honeywell related to its use. Further, User may not 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.
- 3. Account Access.** User acknowledges and agrees that (i) this license may be subject to payment of the relevant fees to Honeywell by a general contractor, distributor, dealer, integrator, installer, or central station (each, a “**Provider**”), and (ii) Honeywell will have no liability whatsoever to User to the extent User’s access to the Software is revoked due to such Provider’s failure to pay Honeywell for the Software.
- 4. Account Security.** User agrees and acknowledges that to the extent applicable, it will: (i) maintain strict confidentiality over all names, passwords, or other credentials of User’s Authorized End Users; (ii) 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 may 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 Software via User’s Authorized End Users’ account credentials or systems.
- 5. Evaluation Licenses.** Access to the Software may be provided to User for beta, demonstration, test, or evaluation purposes, (collectively, “**Evaluation Licenses**”). For any Evaluation Licenses, the term shall be limited to ninety (90) days (the “**Evaluation Period**”), unless otherwise agreed to by Honeywell in writing. Evaluation Licenses are limited specifically to use for evaluation or demonstration purposes only, and User agrees not to use such Software in a production or non-test environment. User’s use of the Software under an Evaluation License is provided as-is, without any representations or warranties of any kind, and is at User’s sole

risk. Honeywell has no obligation to support, maintain or provide any assistance regarding any Evaluation Licenses. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY DAMAGES OF ANY KIND IN RELATION TO ANY EVALUATION LICENSE OR EVALUATION OF THE SOFTWARE BY USER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, OR BUSINESS INTERRUPTION). NIETHER USER NOR ANY PROVIDER IS ENTITLED TO ANY DEFENSE OR INDEMNIFICATION FOR EVALUATION LICENSES GRANTED PURSUANT TO THIS SECTION.

6. **Audit.** User will maintain complete, current and accurate records documenting the location, access and use of the Software 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 Software 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 Software 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 Software 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 Software 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.** Honeywell does not provide User with any dedicated support or maintenance for the Software, except to the extent otherwise agreed in writing. Honeywell may make Software updates or upgrades available from time to time, including changes, updates, or enhancements to any Mobile App. User understands that failure to install an update or upgrade of the Software (including Mobile Apps) may mean loss of features or functions of the Software, including, without limitation security functions. Honeywell may offer technical support in its sole discretion or as agreed in writing, but has no obligation to furnish such services and may terminate the same at any time without notice. User acknowledges that neither Apple (for iOS Mobile Apps) nor Google (for Android Mobile Apps) has any obligation to furnish any maintenance or support services in connection with the Software. User is solely responsible, and Honeywell has no liability, for: (a) selection, securing, installation, configuration, access and use of Software, including verification of results obtained from Software and taking appropriate measures to prevent loss or theft of User data; (b) operating, controlling and maintaining equipment, infrastructure and connectivity required to use the Software; and (c) applying patches, bug fixes, upgrades and updates of the Software or third party materials.
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 Software, the Documentation and all of their derivative works, modifications and improvements. The Documentation, Software and operation and performance of the Software 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 devices or equipment by, the Software ("**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 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 Software 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. **Third-Party Software & Open Source.** Certain components of the Software may incorporate open-source software ("**OSS**") or third-party software (collectively, "**Third-Party Software**"). To the extent required by the licenses covering the same, the terms of such third-party licenses ("**Third-Party Terms**") will govern solely with respect to such Third-Party Software. If there are no Third-Party Terms, User's use will be (a) subject to the same terms as the Software and (b) solely in connection with User's use of such Software. To the extent the licenses applicable to OSS (i) prohibit any restriction in this Agreement with respect to such OSS, such restriction will not apply to such OSS; and (ii) require Honeywell to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. User acknowledges receipt of notices for OSS. User is solely responsible for determining, obtaining and complying with all Third-Party Terms. All Third-Party Software 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 Software or User's use of Third-Party Software, and (ii) Third-Party Terms or User's compliance with the same.

12. **Compliance.**

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

- 13. Term, Suspension.** 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 Software and remains in effect until User ceases using the Software, Honeywell terminates this EULA and access to the Software, or User's Software subscription license term expires. Honeywell may terminate this EULA if (a) User breaches the terms of this EULA, (b) User's use of the Software is fraudulent or may subject Honeywell to potential liability, (c) User's access or use of the Software is not authorized, or (d) Honeywell suspends or ends operation or use of the Software. In the event of a termination of this EULA, User shall (a) cease use of the Software; and (b) within 15 days of such termination date, (i) delete the Software 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.
- 14. Automatic Deactivation Feature.** User acknowledges and agrees that the Software may contain a time-sensitive disablement feature ("**Deactivation Device**") that will automatically deactivate the Software 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 Software and agrees that Honeywell shall not be liable for any loss or damage that may arise from the disablement of the Software as a result of the Deactivation Device feature.
- 15. Warranty & Warranty Disclaimer.**
- a. Honeywell warrants that, as of the date of delivery by Honeywell, the Software will materially operate according to Honeywell's then-current applicable Documentation. If, within 90 days of such date, User documents and notifies Honeywell in writing that the Software does not meet this warranty, then Honeywell will, at its sole option and its expense: (i) correct the defect or error in the Software; (ii) make available to User satisfactory substitute software; or (iii) if none of the foregoing is, in Honeywell's opinion, commercially reasonable, refund to User, directly or through a Provider, as applicable, all payments made as license fees for such Software after User certifies in writing that it has returned or deleted all copies of the Software in its possession. The foregoing sets forth Honeywell's entire liability and User's sole and exclusive remedy for any failure of the Software to comply with the Software warranties in this Section.
- b. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH HEREIN, THE SOFTWARE 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 SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OPERATE ERROR FREE, OR THAT ALL ERRORS CAN BE CORRECTED OR THAT THE SOFTWARE 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 SOFTWARE, 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 SOFTWARE WILL: (i) BE COMPATIBLE WITH ALL SYSTEMS, COMPUTER, OR HANDHELD DEVICES; (ii) PROVIDE ADEQUATE WARNINGS; (iii) NOT BE COMPROMISED, CIRCUMVENTED, OR INTERRUPTED WHEN SENDING OR RECEIVING INFORMATION OR SIGNALS RELATED TO SOFTWARE 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 SOFTWARE 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.
- c. 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.

16. Limitation of Liability.

- a. Honeywell is not responsible for any injury or damage to any persons or property resulting from use of Software. 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 Software.
 - 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, SOFTWARE, 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 SOFTWARE DUE TO IMPROPER USE OF USER'S CREDENTIALS OR THOSE OF ITS AUTHORIZED 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 SOFTWARE 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.
- 17. Consent to Electronic Communications and Solicitation.** To the extent the Software requires downloading a Mobile App, User authorizes Honeywell to send (including via email and push notifications) information regarding the Software, such as: (a) notices about User's use of the Software (and the Mobile App, including notices of violations of use; (b) updates to the Software 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.
- 18. 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.

19. Third Party Platforms; Third Party Beneficiaries.

- a. If User accesses and uses the Software 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 Software 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 Software via such Third-Party Platform. User further acknowledges and agrees that Honeywell will have no liability whatsoever with respect to any Third-Party Platform.
- b. If User accesses and uses the Software 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 Software 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 Software, 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 Software 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.

20. 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.