

# HONEYWELL END USER LICENSE AGREEMENT

(As of December 11, 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 (Macau) Limited (“**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**”). This EULA takes precedence over any other terms and conditions, documents or agreements between the Parties solely in relation to the Software.

**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 use the Software in object code form, and any related Documentation for such Software 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 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. Acceptable Use.** Except as expressly permitted in writing by Honeywell, User will not (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 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; (j) permit any use of the Software by any third party or non-licensed entity, including contractors; (k) use any Honeywell AI (as defined below) or any data, text, content, sound, videos, software code, image, material, information, communication, and other outcome, action or result generated from use of the Honeywell AI (“**Outputs**”) for any uses of Honeywell AI that could or does: (i) significantly and negatively impact Honeywell’s operations or reputation; (ii) significantly and negatively impact intellectual property protections or data security or privacy; (iii) impact the work and lives of User’s employees, users, partners, clients, and members of the public; or (iv) present novel or significant legal, compliance, or enterprise risks, including high risk AI Systems, which pose significant risk of harm to people’s health, safety, or fundamental rights as defined under the EU AI Act (as defined in Section 9 below) (“**High Risk Use**”) or means any use of Honeywell AI that: (i) could have or actually has an effect on the access of an individual to employment or in a manner that could affect an individual’s rights under Applicable AI Laws (as defined in Section 9 below); (ii) could lead or cause bias or discrimination; or (iii) lead to errors, omissions or other risks that have the potential to impact safety, fundamental rights of natural persons or affect the safety of tangible or physical property including prohibited uses as defined under the EU AI Act (“**Unacceptable Risk Use**”); (l) use Honeywell AI to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision; (m) distribute or use the Honeywell AI in any manner except as provided under this EULA; (n) make modifications to or otherwise create derivative works of or improvements to the Honeywell AI; notwithstanding the foregoing, any such unauthorized works and any intellectual property rights therein, will be deemed to be the sole and exclusive property of Honeywell; (o) circumvent or interfere with the technical protections, security or operation of the Honeywell AI; (p) assert, or authorize, assist, or encourage any third party to assert against Honeywell or any Honeywell affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Honeywell AI; (q) copy, create, offer, train, or sell any competing AI System, product, service or offering with the same or similar functionality during the term of this EULA; (r) access or use the Honeywell AI in a manner that infringes another’s intellectual property rights; (s) engage in any conduct that may be detrimental to the Honeywell AI or marketability thereof; (t) use Honeywell AI or Outputs to generate content that violates or promotes violence, hate speech, or harassment; or insults or demeans a person; generates sexually explicit content or contravenes any regulatory safety policies; (u) mislead any person that Honeywell AI or Outputs are

solely human-generated; (v) enter into any agreement which requires User to take any actions that are in conflict with the terms of this EULA; (w) sublicense, distribute or otherwise make available any portion of the Honeywell AI (including any functionality of the Honeywell AI) to any third party; (x) use or make any Output available to third parties without disclosing that the Output was generated using an AI System. 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 of it, and/or that report to Honeywell metrics related to its use. 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. As used herein, “**Honeywell AI**” means a machine-based system designed to operate with varying levels of autonomy (including solving problems and performing tasks), that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from any query, prompt, request or other information, content or material submitted to such system for the purpose of generating an Output (“**AI Input Data**”) it receives, how to generate Outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. This includes features which incorporate artificial intelligence models or tools made available by Honeywell to User.

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). NEITHER 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 may make available to User updates or upgrades to the Software in its sole discretion but has no obligation under this Agreement to do so and reserves the right to charge additional fees for new or improved features or functionality or discontinue any Software. Honeywell reserves the right to make changes in the Software design without obligation to make equivalent changes to any Software previously supplied to User. 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. If User is purchasing the Software through a Provider, User

understands and agrees to contact Provider for all technical support. 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. 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.

8. **Data Rights.** User retains all ownership and other rights to data and other information that User or persons acting on User's behalf make available in relation to, or which is collected from User's systems, devices or equipment by, the Software ("**Input Data**"). User grants to Honeywell and its affiliates a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use Input Data to develop, operate, improve and support Honeywell's products, services or offerings. Honeywell may use Input Data for any other purpose provided it is in an anonymized form that does not identify User or any data subjects. User has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements 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, except that Personal Data is subject to the DPA. Input Data is User's Confidential Information. All know-how and information developed by Honeywell and/or its affiliates by analyzing Input Data (but excluding Input Data itself) as well as all results of the Honeywell AI, including software, models, designs, drawings, documents, inventions, and know-how, conceived or developed in connection with the Agreement and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. User has no right or license to intellectual property or inventions provided by Honeywell, except as granted in this EULA.

9. **AI Input Data and Outputs.** Honeywell and its affiliates and licensors own and retain all right, title and interest, including all intellectual property rights, in and to: (i) the SaaS, the Honeywell AI and all derivative works, modifications and improvements of the SaaS and Honeywell AI; and (ii) know-how and information (excluding AI Input Data and Input Data) and that is developed by Honeywell or its affiliates by analyzing Input Data (including AI Input Data) or generated via, or derived from, providing or supporting the SaaS whether (a) developed by Honeywell or its affiliates by processing or analyzing User's and Users' use of the Honeywell AI and/or Input Data (including AI Input Data) or (b) generated via or derived from providing or supporting the Honeywell AI ("**Know-how**"). The operation and performance of the Honeywell AI is Honeywell's Confidential Information. Subject to User's compliance with the terms and conditions of this Agreement (including acceptable use), Honeywell hereby grants to User a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of SaaS Use Rights. User and Authorized End Users will not remove, modify or obscure any intellectual-property-right notices on the SaaS. To the extent required by any applicable laws or regulations regarding the use of AI Systems, including but not limited to the European Union Artificial Intelligence Regulation ("**EU AI Act**") ("**Applicable AI Laws**"), and upon User's reasonable request, Honeywell will provide summaries of the data used to train the Honeywell AI.

User retains all rights to AI Input Data and though User has a right to use Outputs generated by the Honeywell AI, the Outputs are owned by Honeywell. User is solely responsible to ensure that all Outputs are checked and validated, that they are fit for User's purpose and that they are in compliance with Applicable Laws prior to their use. To the extent any Applicable AI Laws require certain disclaimers or disclosures, User agrees to comply with any such requirement in accordance with User's use of Honeywell AI. Further, due to the nature of an AI System, the Output may not be unique across users and the Honeywell AI may generate or return the same or similar Output to other customers, Honeywell or a third party. If User provides Honeywell with written notice or otherwise decides that User no longer desires to use Honeywell AI, Honeywell is not required to retain the AI Input Data or Outputs used or otherwise processed in connection with the Honeywell AI.

10. **User Feedback.** User may voluntarily provide comments, suggestions, enhancement or modification requests, recommendations, proposals, ideas, and other feedback relating to the Honeywell AI or otherwise (collectively, "**Feedback**"). User hereby assigns to Honeywell (and shall cause its employees, contractors, and agents to assign to Honeywell) all right, title, and interest in, and Honeywell is free to use, without any attribution or compensation to any party, any Feedback and intellectual property rights contained in the Feedback, for any purpose whatsoever, whether or not the Feedback was provided at Honeywell's request. Honeywell is not required to hold any Feedback in confidence, pay compensation for any Feedback, implement or use any Feedback, or respond to any Feedback.

11. **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. Personal Data includes (i) relationship data about individuals provided by one Party to the other to

- manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the 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 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 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 User's behalf, Honeywell's Data Processing Agreement ("DPA") at <https://www.honeywell.com/us/en/company/data-privacy> apply.
- 12. IP Indemnification.** User will, at User's expense and at Honeywell's option, defend and indemnify Honeywell and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by Honeywell, arising out of any claim brought against Honeywell by a third party: (a) alleging that User, its affiliates, or any of its or their employees, agents or subcontractors, infringes such third party's copyright, patent, trademark or trade secret rights including in providing any Input Data (including AI Input Data); (b) arising out of or relating to access or use of the Software or Honeywell AI by any of User and its affiliates or any of its and their employees, agents and subcontractors; (c) arising out of third-party claims related to Honeywell's possession, processing or use of Input Data (including AI Input Data) in accordance with the Agreement; (d) User's use of the Honeywell AI for any High Risk Use or Unacceptable Risk Use; or (e) User's failure to comply with the terms of this Agreement.
- 13. Cybersecurity.** User represents and warrants that User will (i) use commercially reasonable administrative, physical and technical safeguards to protect User's systems, facilities, operations or data or follow industry-standard or other mutually agreed upon security practices; (ii) update to the latest version of relevant software and follow the current Documentation for the same; (iii) make no modifications or alterations to any cybersecurity-related services, software, SaaS or related hardware Honeywell may provide without Honeywell's express written permission; (iv) designate 2 or more employees, executives, or agents (the "**Contact Person(s)**") who will respond to any events and take recommended actions to mitigate harm to User's network; (v) develop and adopt a written governance, risk and compliance policy or policies, approved by a senior officer or User's board of directors (or an appropriate committee thereof) or equivalent governing body, setting forth User's policies and procedures for the protection of its information systems and nonpublic information stored on those information systems (the "**Cybersecurity Policy**"); (vi) develop and adopt a written incident response plan ("**IRP**") that is exercised and/or practiced with key scenario driven evaluations on at least an annual basis; and (vii) provide Honeywell with copies of User's Cybersecurity Policy, IRP, and business continuity or disaster recovery plans upon Honeywell's request.
- 14. Third-Party Materials & Open Source.** Certain components of the Software may incorporate open-source software ("**OSS**"). To the extent required by licenses covering OSS, such licenses may apply to OSS in lieu of this Agreement. If an OSS license requires Honeywell to make an offer to provide source code or related information in connection with that OSS, such offer is hereby made. Honeywell may provide third party materials, including software, in connection with the Software ("**Third Party Materials**") which may be governed by different terms ("**Third Party Terms**"). 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. User is solely responsible for determining, obtaining and complying with all Third Party Terms. Honeywell has no responsibility for, and makes no representations or warranties, regarding (i) any Third Party Materials or User's use of Third Party Materials, and (ii) Third Party Terms or User's compliance with Third Party Terms. Any third party software, services, or products used by User in connection with the Honeywell AI are subject to their own terms, and Honeywell is not responsible or liable for third party software, services or products.
- 15. Compliance.**
- a. User and its affiliates will comply with all laws and regulations applicable to access and use of the Software. User acknowledges that: (a) Honeywell does not provide legal advice regarding compliance with laws and regulations related to use of the Software, and (b) the Software has functionality that could be used in ways that do not comply with laws and regulations and User is solely responsible, and Honeywell has no liability, for User's compliance with law with respect to its use of the Software. To the extent User or User's Authorized End User are government entities, the Software and all associated Documentation are "commercial computer software" and related "commercial computer software documentation" and "restricted data" provided to User under

"Limited Rights" and "Restricted Rights" and only as commercial end items. User and its affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where User conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations ("**Sanctions Laws**") related to User's access to or use of the Software. User represents and warrants that none of User or its directors, employees, contractors, agents, banking partners, affiliates or users (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List and the OFAC Sectoral Sanctions Identifications List; (b) organized under the laws of, physically located in, or ordinarily resident jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, "**Sanctioned Persons**"). Neither User nor its affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the Software, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the Software for any purpose prohibited by the Sanctions Laws. User will not submit to the Software any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. User's violation of this Section will be a material breach.

- b. Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("**FCPA**") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. User agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit User to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and User will provide reasonable assistance to Honeywell to complete such audit. User's failure to comply with this provision will be deemed a material breach of the Agreement. User will not submit to the Software any data subject to the Sanctions Laws.
- c. Honeywell will obtain the export license when Honeywell is the exporter of record. User must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Software purchased, delivered, licensed or received from Honeywell. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.
- d. User will notify Honeywell immediately in writing of actual or reasonably suspected violations of this section. Honeywell may suspend or terminate the Agreement or any order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without Honeywell incurring any liability.

**16. 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. The non-breaching Party may terminate this Agreement or any order if the other Party materially breaches and fails to cure within 30 days of receipt of written notice. Honeywell may suspend Honeywell's performance or terminate this Agreement or any order upon written notice if Honeywell believes that Honeywell's performance may violate the law and/or cause a safety or health risk, or if User is insolvent, there is an adverse change in User's creditworthiness or an attempt to obtain protection from creditors or wind down operations, User fails to pay any of Honeywell's undisputed invoices for 3 days after payment due date, User violates the law in performance of this Agreement, or assigns this Agreement without Honeywell's consent. Upon termination or expiry: (a) User must pay all amounts due; and (b) if requested, return or destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes.

**17. 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.

**18. 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.

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- c. HONEYWELL DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY ISSUES, PROBLEMS, LATENCY, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CONDITIONS OR EVENTS REASONABLY OUTSIDE OF HONEYWELL'S CONTROL; (B) CYBER ATTACK; (C) PUBLIC INTERNET AND COMMUNICATIONS NETWORKS; (C) DATA, SOFTWARE, HARDWARE, SERVICES, VIRTUAL MACHINES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES USER RETAINS; (E) USER'S OR AUTHORIZED END USER' NEGLIGENCE OR FAILURE TO USE THE LATEST VERSION OF THE SOFTWARE OR FOLLOW DOCUMENTATION; (F) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (G) LOSS OR CORRUPTION OF DATA; (H) UNAUTHORIZED ACCESS VIA USER'S CREDENTIALS; OR (I) USER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT USER'S SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.
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- c. "Exclusions" are: (i) a Party's fraud or wilful misconduct; (ii) a Party's breach of confidentiality obligations (except regarding Personal Data, Input Data (including AI Input Data) (if referenced in this Agreement); (iii) Section 12 (IP Indemnification) and Section 15 (Compliance); (iv) infringement, misappropriation or violation by a Party, its affiliates or its or their users of the other Party's or its affiliates' intellectual property rights; or (v) breach by User of any Software license, use rights or acceptable use terms. All claims and causes of action must be brought by User within 12 months of actual or constructive knowledge.
- d. All claims and causes of action must be brought by User within 12 months of actual or constructive knowledge.

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**21. 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 Macau without giving effect to any choice or conflict of law provisions or rule (whether Macau or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Macau. 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. Any Dispute between them arising out of or relating to these Terms and Conditions which is not resolved shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre ("HKIAC"). There shall be three arbitrators. When three arbitrators have been appointed, the award is given by a majority decision. If there be no majority, the award shall be made by the Chairman of the arbitral tribunal alone. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this contract including such additions to the UNCITRAL Arbitration Rules as are therein contained. The Parties irrevocably and unconditionally waive any objection to venue of any Dispute and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. 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.

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