

Honeywell Building Automation Labor & Installation Terms & Conditions

1. RELATIONSHIP OF THE PARTIES

1.1 Honeywell shall perform and execute the provisions of this Agreement at all times as an independent contractor, and none of Honeywell, any subcontractor, nor any of their respective employees, agents, or representatives shall be, represent, act or purport to be deemed for any purpose to be an agent, servant, representative, or employee of Company, nor shall Honeywell, any subcontractor, nor any of their respective employees, agents, or representatives be treated as an employee of Company for any purpose, including tax and social security coverage and withholding, or any Company provided employee benefits. Nothing herein shall create a relationship of joint venture or partnership between Company and Honeywell, and neither Party shall have the authority to bind or obligate the other in any manner as a result of the relationship created hereby.

1.2 Company acknowledges and agrees that Honeywell may elect to have portions of the Work accomplished through subcontractors but shall remain fully responsible for such subcontractor's performance and compliance with this Agreement. Any subcontractors performing Services shall have any licenses or other accreditations required by Applicable Law and shall either be covered by Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under Section 5. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Company and any subcontractor with respect to the Work to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

2. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during typical working hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or applicable typical working hours for the region in which the work is being performed), excluding federal holidays (in regions where applicable) ("Normal Working Hours"). If for any reason Company requests Honeywell to furnish any such labor or services outside of Normal Working Hours, any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Company.

3. TAXES

3.1 Company understands that Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to amounts imposed upon any products or goods made available under this Agreement or bill of material relating thereto under any law, rule or regulation (collectively "Taxes"). Company will pay all Taxes resulting from this Agreement or Honeywell's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold or assess any Taxes on any transaction under this Agreement, then in addition to the Price, Honeywell will invoice Company for such Taxes unless at the time of execution of this Agreement, Company furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes to the satisfaction of Honeywell.

If any Taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement, (a) such withholding amount will not be deducted from the amounts due Honeywell

as originally priced, (b) Company will pay the Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (c) Company will forward to Honeywell, within 60 calendar days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will Honeywell be liable for Taxes paid or payable by Company. This clause will survive expiration or any termination of this Agreement. Any Taxes provided in the Agreement are estimates only.

3.2 Tax-Related Cooperation. Company agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

4. PROPRIETARY INFORMATION

4.1 Authorized Use. Company will:

- (a) use the Confidential Information only for the performance of the Agreement (“Purpose”);
- (b) disclose Confidential Information only to its employees and any subcontractors or third parties (“sub-processors”) required to have Confidential Information for the Purpose and who are legally bound in writing to Company to protect the Confidential Information in accordance with terms and conditions no less stringent than those imposed under this Agreement;
- (c) protect Confidential Information using the same degree of care, but no less than reasonable care, as Company uses to protect its own confidential information of a like nature;
- (d) reproduce the restrictive legends of the original on copies it makes; and
- (e) disclose Confidential Information to a third party only if authorized in writing and under conditions required by Honeywell.

Company is responsible to Honeywell for any violation of the confidentiality obligations by its employees or an authorized third party. Within thirty (30) days of Honeywell’s written request, Company will return or destroy all Honeywell Confidential Information, including all copies thereof, and will certify to such return or destruction in writing to Honeywell. Unless otherwise specified, Company’s obligations with respect to the Confidential Information will continue for five (5) years after the date of receipt.

4.2 Limitations. Confidential Information will not include any information that:

- (a) was in Company’s possession and not subject to an obligation of confidentiality before receipt from Honeywell;
- (b) is or becomes legally available in the public domain through no fault of Company;
- (c) was rightfully received by Company from a third party who had no obligation of confidentiality, either directly or indirectly, to Honeywell; or
- (d) was independently developed by Company without use of or reference to Honeywell’s Confidential Information. If Company is required to disclose Confidential Information by applicable law, statute, regulation, or court order, Company will:
 - a. give Honeywell prompt written notice of the request and a reasonable opportunity to object to the disclosure and seek a protective order or appropriate remedy; and
 - b. disclose Confidential Information only to the extent required.

4.3 Breach of Obligation. Company agrees that a breach of the confidentiality obligations under this Section will cause irreparable damage for which money damages will not be fully adequate, and Honeywell would be entitled to seek injunctive relief, in addition to any other legal remedies.

4.4 Standard of Care. Company agrees to comply with all applicable law or regulation relating to its use of Personal Data, which shall include, without limitation, requirements that the Company:

- (a) take appropriate technical and organizational security measures or such measures required by Honeywell to protect Personal Data;
- (b) indemnify Honeywell against all losses, costs, expenses, damages, liabilities, demands, claims, actions, or proceedings which Honeywell may suffer incur arising out of any Security Breach or other breach of this Section concerning Confidential Information (including by any employee or sub-processor); and
- (c) promptly notify Honeywell about any Security Breach, any request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited) or any requests received by individuals to whom Personal Data relates, without responding to such request unless otherwise authorized by Honeywell.

5. INSURANCE OBLIGATIONS

5.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Agreement through final completion of the Work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below.

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD\$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Agreement, Automobile Liability Insurance with a minimum combined single limit of USD\$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Agreement.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B- Employer's Liability Insurance with limits of USD\$1,000,000 for bodily injury each accident or disease.

5.2 Company shall, at its own expense, carry and maintain in force at all times during the duration of this Agreement its own commercial general liability and property insurance in an amount customary for the size of Company's business and properties.

5.3 All insurance required in this Section 5 will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. The Parties will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the other Party. In the event that a self-insured program is implemented, either Party will provide adequate proof of financial responsibility.

6. HAZARDOUS SUBSTANCES, MOLD, AND UNSAFE WORKING CONDITIONS

6.1 Company has not received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold (each as defined below), either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the worksite location(s), or within furniture, fixtures, equipment, containers or pipelines in any of Worksite Location(s); or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

6.2 Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Company, are appropriate for Company and the worksite location(s) with respect to avoiding or minimizing the potential for accumulation, concentration, growth or dispersion of any Hazardous Substance or Mold.

6.3 If any such materials, situations, or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the Work, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the Work until the area has been made safe by Company or Company's representative, at Company's expense. Honeywell shall have the right to terminate this Agreement if Company has not fully remediated the unsafe condition within sixty (60) days of discovery.

6.4 Company represents that Company has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Company expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

6.5 Company will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing the COVID-19 pandemic as needed, as well as any applicable federal, state, and local laws regarding workplace safety. Company will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm.

7. WARRANTY

7.1 LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS OR SERVICES. CREDIT, REPAIR, OR

REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

7.2 Product Warranty Terms. Subject to applicable law and compliance with this Section 7, Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

7.3 Services Warranty. Services shall be performed in a professional and workmanlike manner warranted for one (1) year from the date services are performed (the "Service Warranty Period"). Honeywell's obligation and Customer's sole remedy under this warranty is that Honeywell will correct or re-perform defective services or refund fees paid for the services, at Honeywell's sole election, if Customer notifies Honeywell in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period.

7.4 Warranty Exclusions. THIS WARRANTY IS VOID WITH RESPECT TO ANY PRODUCT OR SERVICE THAT IS:

- (a) software, including any subscription-based software, platform-as-a-service, infrastructure-as-a-service, or software-as-a-service;
- (b) altered or repaired by anyone other than Honeywell's authorized employees or agents;
- (c) installed, used, serviced, or maintained in a manner that fails to conform with Honeywell's Product documentation, technical or instruction bulletins, notifications of vulnerabilities or technical issues, or training for the Product, as well as installing all recommended patches or updates to any software or device;
- (d) lost or damaged, tampered with, or destroyed due to (I) rough or negligent treatment of the Product (including, without limitation, damage during shipment back to Honeywell caused by improper packaging on return); (II) an act of God (including, without limitation, lightning or related voltage surges); or (iii) any other cause not within Honeywell's control, including, without limitation, Customer's failure (or that of its Customers) to apply required or recommended updates or patches to any Software or device in the Product's network environment; and/or
- (e) made and/or provided by a third party.

7.5 Procedure for Warranty Claim. If, during the applicable Warranty Period, Customer believes there is a defect in material or workmanship covered by the relevant Product warranty, Customer must immediately discontinue use and notify Honeywell. Customer shall coordinate with Honeywell to facilitate the warranty assessment. Upon receipt of any such Product during

the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the product to verify the alleged defect, (ii) in Honeywell's sole discretion, credit Customer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Customer (at Honeywell's expense). Honeywell will credit Customer for its return shipping costs for any defective Products, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Honeywell a standard testing charge for any Products not found to be defective.

7.6 WARRANTY DISCLAIMER. SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. THE ORIGINAL PURCHASER AND ALL END USERS BEAR ALL RISK AS TO SOFTWARE, AND HONEYWELL MAKES NO WARRANTIES, IMPLIED OR ACTUAL, REGARDING ANY OF ITS SOFTWARE OR DOCUMENTATION.

HONEYWELL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE SECURITY AND FUNCTIONALITY OF THE PRODUCTS OR THAT THE PRODUCTS WILL PREVENT ANY PERSONAL INJURY OR PROPERTY LOSS, FIRE, OR OTHERWISE; OR THAT THE PRODUCTS WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION. THE ORIGINAL PURCHASER AND ALL END USERS UNDERSTAND THAT PROPERLY INSTALLED AND MAINTAINED PRODUCTS (INCLUDING FOLLOWING ALL TECHNICAL INSTRUCTION BULLETINS OR NOTIFICATIONS OF VULNERABILITIES OR TECHNICAL ISSUES, AS WELL AS INSTALLING ALL RECOMMENDED PATCHES OR UPDATES TO ANY APPLICABLE SOFTWARE OR THE PRODUCTS) MAY ONLY REDUCE THE RISK OF FIRE, THEFT, PROPERTY DAMAGE OR OTHER EVENTS OCCURRING, BUT IT IS NOT INSURANCE OR A GUARANTEE THAT SUCH WILL NOT OCCUR OR THAT THERE WILL BE NO PERSONAL INJURY OR PROPERTY LOSS AS A RESULT.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE FOREGOING, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT.

Customer acknowledges and agrees that equipment or materials purchased by Customer under this Agreement may contain, be contained in, incorporated into, attached to or packaged together with the products manufactured by a third party. Third party products are generally not covered by this Section and Honeywell makes no representations or warranties regarding any third party products. However, Honeywell shall, at Customer's request, assign to Customer any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Honeywell and provided as part of the Services, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in this Section.

8. INDEMNITY

Company agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an “indemnitee”) from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys’ fees) caused by, arising out of or relating to Company’s breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Company or any other person under Company’s control or for whom Company is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS’ AND ATTORNEYS’ FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF COMPANY IN SECTION 7, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 6, WHETHER OR NOT COMPANY PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Company may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 8 shall survive termination or expiration of this Agreement for any reason.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PURCHASE PRICE OF THE APPLICABLE STATEMENT OF WORK FOR WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

10. EXCUSABLE DELAYS

10.1 Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to:

- A. Delays or refusals to grant an export license or the suspension or revocation thereof,
- B. Any other acts of any government that would limit a party's ability to perform under this Agreement,
- C. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
- D. Pandemics, quarantines, or regional medical crises,
- E. The presence of Hazardous Substances or Mold,
- F. Shortages or inability to obtain materials, equipment, energy, or components,
- G. Labor strikes or lockouts,
- H. Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism, or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property),
- I. Inability or refusal by Company's directed third-party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the products or services to be provided by Honeywell under this Agreement, or
- J. Any other cause beyond Honeywell's reasonable control.

If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell's internal use.

Should any part of the system or any equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Company.

10.2 COVID-19. Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

10.3 Company Delay. Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated

supplier, for Company's failure to timely provide information required for the Work, or any other delay caused by Company. If Company-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. Any Work that is delayed for more than three months or into the next calendar year by Company or events controlled by Company will be subject to an adjustment in price for any increase. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion.

11. PATENT INDEMNITY

11.1 Honeywell will defend Company against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Company resulting from such suit provided that Company notifies Honeywell in writing promptly after Company is apprised of the third-party claim, and Company agrees to give sole and complete authority, information and assistance (at Honeywell's reasonable expense) for the defense and disposition of the claim.

11.2 Honeywell will not be responsible for any compromise or settlement made without Honeywell's prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Company's attorney fees or costs.

11.3 Honeywell will have no liability or obligation to defend and indemnify Company with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Company's designs, drawings or manufacturing specifications; or (b) "Products used other than for their ordinary intended purpose as documented in the Product documentation"; or (c) any combination of the Product with any section or service not furnished by Honeywell; or (d) use of other than the latest version of software Product released by Honeywell; or (e) any modification of the Product other than a modification by Honeywell; or (f) damages based on a theory of liability other than infringement by the Product.

11.4 Further, Company agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Company as set forth in this "Indemnity Against Patent and Copyright Infringement" section for any claim against Honeywell based upon a claim of infringement resulting from (a), (b), (c), (d), or (e) of the preceding paragraph.

11.5 If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: (a) procure for Company the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) accept return of the Product or terminate Company's license to use the infringing Product in the case of a software Product and grant Company a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of this Agreement.

11.6 If the final judgment assessed against Company is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Honeywell to Company (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Company to Honeywell for the Product that gave rise to the claim.

11.7 Any liability of Honeywell under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of this Agreement.

11.8 THIS SECTION 11 STATES HONEYWELL'S TOTAL LIABILITY AND COMPANY'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS, STATURORY, EXPRESS, OR IMPLIED ARE HEREBY DISCLAIMED.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any dispute, controversy, action, cause of action, or claim between Honeywell and Company arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with **[IF IN THE UNITED STATES:** the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in English. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.] **[IF OUTSIDE THE UNITED STATES:** the International Institute for Conflict Prevention and Resolution, Inc. ("CPR") Rules for Non-Administered Arbitration then currently in effect. The arbitration will be conducted in English.] Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrator's determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this section will not be binding on either Party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

13. NOTICES

Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative.

All notices required under this Agreement will be deemed received either:

- (a) Two calendar days after mailing by certified mail, return receipt requested and postage prepaid;
- (b) One business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party; or
- (c) If sent by e-mail, upon receipt of a non-automated response from the receiving party confirming receipt of the notice.

To Honeywell: Honeywell Building Solutions
715 Peachtree Street NE
Atlanta, GA 30308
Attn: President

For legal notices related to this Agreement send an additional copy to:

To Honeywell:
715 Peachtree Street NE
Atlanta, GA 30308
Attn: General Counsel

14. PAYMENT AND SUSPENSION OF WORK

14.1 If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) calendar days after submission of a Honeywell invoice, Honeywell may suspend work until Company provides a remedy.

14.2 Unless Company has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Company has been approved for credit terms, payment for that order will be due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Company in writing. Honeywell will determine in its sole discretion if Company qualifies for credit terms. If credit terms are granted, Honeywell may change Company's credit terms at any time in its sole discretion and may, without notice to Company, modify or withdraw credit terms for any order, including open orders. Honeywell may, at its sole discretion require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) for a Company with no established credit terms and will be determined by Honeywell on a case-by-case basis.

14.3 Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice. Payments must be made in *U.S.* currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Company's order number, Honeywell's invoice number and amount paid per invoice; Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payment may be made via electronic transfer.

14.4 Payments must be in accordance with the “Remit To” field on each invoice. If Company makes any unapplied payment and fails to reply to Honeywell’s request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

14.5 Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

14.6 If Company is delinquent in payment to Honeywell, Honeywell may at its option:

- i. withhold performance until all delinquent amounts and late charges, if any, are paid;
- ii. repossess Products or software for which payment has not been made;
- iii. assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month;
- iv. recover all costs of collection, including but not limited to reasonable attorneys' fees;
- v. combine any of the above rights and remedies as may be permitted by applicable law.

These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Company's credit standing at any time and modify or withdraw credit. Company will not set off or recoup any invoiced amounts or any portion thereof against sums that are due or may become due from Honeywell, its parents, affiliates, subsidiaries, or other divisions or units.

15. DELIVERY

Unless otherwise agreed in the Statement of Work, delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell’s factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be “Cost, Insurance and Freight” (“C.I.F.”) at site of installation. Any delays or damages caused by the freight carrier are expressly disclaimed by Honeywell and are the sole responsibility of the freight carrier. In the event of a delay to the Work, Company is responsible for storage of delivered equipment. Honeywell reserves the right to deliver at a date equipment or product is available irrespective of the delivery dates provided by Company.

16. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Company, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Company agrees promptly to pay or reimburse Honeywell for such loss.

17. TERMINATION

Either Party may terminate this Agreement and any or all unperformed orders arising out of or related to this Agreement, by giving written notice to the other Party upon the occurrence of any of the following events:

- A. The other Party materially breaches this Agreement and fails to remedy the breach within thirty (30) calendar days after receipt of written notice that specifies the grounds for the material breach. Provided however, if the breach cannot reasonably be cured within thirty (30) days, such Party shall not be in breach if such Party provides a reasonably acceptable plan and diligently pursues cure.
- B. The other Party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment; or
- C. Any insolvency or suspension of the other Party 's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

In the event Company exercises its right to terminate under the provisions of this Section, Company shall remain responsible for payment of the portion of Work that has been performed as of the date of termination, as well as all associated costs. In the event Company attempts to terminate without providing sufficient time to cure as outlined above or terminates for other reason, Company shall be responsible for a termination fee of thirty percent (30%) of the total amount due under the Agreement in addition to all costs incurred and payment for all Work performed as of the date of the termination. Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either Party may be entitled to under this Agreement or in law or equity.

Honeywell may suspend or terminate performance under this Agreement at Company's expense if Honeywell determines that performance may cause a safety, security, or health risk.

18. CHANGES IN THE WORK

18.1 A Change Order is a written order signed by Company and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule.

18.2 Company may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Company chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Company chooses not to proceed, Company shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

18.3 Honeywell may make a written request to Company to modify this Agreement based on the Company's action or inaction, receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Company within a reasonable time after receipt

of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. Company will have five (5) business days to accept or reject the Change Order. If Company fails to respond within five (5) business days, the Change Order will be deemed accepted and Company shall extend the schedule and/or pay for the change in the Work. If Company and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Company rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Work.

19. ACCEPTANCE OF THE WORK

Unless test and acceptance criteria are otherwise stated and defined in the Statement of Work, which shall take precedence over any conflicting provision of the Section 19, upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Company will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Company's knowledge, information and belief, and on the basis of Company's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Company finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Company will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Company agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Company further agrees that partial or beneficial use of the Work by Company or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Company shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise from Company's breach of this Section 19. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 19 shall be construed to require that Company indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

20. DEFINITIONS

20.1 "Confidential Information" means Honeywell information that: (a) any information, technical data or know-how in whatever form, including but not limited to documented information, machine readable or interpreted information, information contained in physical components, maskworks and artwork, that is clearly identified as being confidential, proprietary, or a trade secret, and is marked as "Confidential" or "Proprietary" at the time of disclosure; (b) is disclosed orally or visually, is identified by Honeywell as confidential information at the time of disclosure, and is designated as confidential in a writing sent to Company within thirty (30) days after

disclosure that summarizes the Confidential Information sufficiently for identification, or (c) is Personal Data.

20.2 “Hazardous substance” includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a site, or the environment.

20.3 “Intellectual Property” means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

20.4 “Mold” means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

20.5 “Personal Data” means any information relating to or unique to an identified or identifiable natural person or which can be used to identify a particular person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, psychological, mental, economic, cultural or social identity.

20.6 “Security Breach” means any event involving a compromise of the confidentiality of the Personal Data of any Honeywell employee(s) or the systems or databases on which the Personal Data of Honeywell employees is processed. It includes any unauthorized or impermissible access, use, theft, or loss of Personal Data.

21. COMPLIANCE WITH LAWS

21.1 General. Honeywell and Company will:

- (a) Comply with all federal, state, and local laws, ordinances, regulations, and orders applicable to its performance under this Agreement, including, but not limited to, the Fair Labor Standards Act and U.S. export control and sanctions related laws, and regulations including the prohibition of transactions with or employment of U.S. Government designated prohibited parties including: the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List (OFAC), Debarred List (State Dept.), and Nonproliferation Sanctions.
- (b) File all required reports relating to such performance (including, without limitation, tax returns).
- (c) Pay all filing fees and federal, state and local taxes applicable to its business as the same shall become due.

- (d) Pay all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits.

21.2 Code of Conduct. Honeywell will comply with Honeywell's Code of Business Conduct ("Code") in performing the Work. A copy of the Code may be obtained at

<http://www.honeywell.com/sites/honeywell/codeofconduct.htm>.

21.3. Security Compliance. Company will take appropriate security measures as required by law or as deemed applicable by Honeywell commensurate with the data and systems applicable to the Work.

21.3 Import and Export Compliance. Company is responsible for compliance with all applicable import and export control laws and regulations. Honeywell will obtain the export license when Honeywell is the exporter of record. Company 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 Products, technology, software, services and technical data purchased, delivered, licensed or received from Honeywell. Company will retain documentation evidencing compliance with those laws and regulations.

Honeywell will not be liable to Company for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including:

- A. The failure to provide or the cancellation of export or re-export licenses;
- B. Any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Honeywell's performance; or
- C. Delays due to Company's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Company designates the freight forwarder for export shipments from the United States, then Company's freight forwarder will export on Company's behalf and Company will be responsible for any failure of Company's freight forwarder to comply with all applicable export requirements. Honeywell will provide Company's designated freight forwarder with required commodity information. Company is aware that U.S. export law may impose restrictions on Company's use of the goods, services, or technical data, or on their transfer to third parties. Company will immediately notify Honeywell and cease distribution activities with regard to the transaction in question if Company knows or has a reasonable suspicion that the products, technical data, plans, or specifications may be redirected to other countries in violation of export control laws.

Company acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of U.S. origin, including the Work. Company agrees that it will not export, re-export or otherwise transfer any portion of the Work in any form, either directly or indirectly, in violation of any U.S. export control laws or regulations, or those of any foreign

jurisdiction. Further, Company shall take no action that would cause Honeywell to be in violation of any such law.

21.4 Anti-Bribery Anti-Corruption. Honeywell is subject to national and international laws prohibiting bribery and corruption. Because Honeywell is a US company, Employees, Companies, Honeywell-controlled Joint Ventures and Joint Bidding Arrangements, as well as any third party acting on Honeywell's behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.

Company certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct which is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance> and Honeywell Anticorruption Policy <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>

The Company agrees that in connection with its activities under this Agreement, neither the Company nor any agent, affiliate, employee, or other person actin on its behalf will offer, promise, giver or authorize the giving of anything of value, or offer, promise, male or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, to any government official pr political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.

If Honeywell has reason to believe that the provisions of this agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including, but not limited to, financial, legal, tax, accounting, operational, labor, and regulatory information.

The Company will retain and preserve all records and materials including invoice records, pertaining to the Goods provided under with this Purchase Order for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer. In the event that Honeywell determines, in its sole discretion, that the Company has engaged in conduct that violates the Honeywell Anticorruption Policy or its applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate the agreement.

If Company learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise Honeywell's (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department (c) Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com) and/or the (d) Business Sponsor or Strategic Business Group President. Company agrees to cooperate fully with any Honeywell investigation, audit or request for information.

22. SANCTIONS

Company represents, warrants, and agrees that:

Company is not a "Sanctioned Person," meaning any individual or entity: (1) 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 lists under any

other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) (“Sanctioned Jurisdictions”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Relating to this transaction and/or Agreement, Company is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Company will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Company will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Company will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Company will not source any components, technology, software, or data for utilization in Honeywell products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Company’s failure to comply with this provision will be deemed a material breach of the Agreement, and Company will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Company agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

23. PRICE ADJUSTMENT

Honeywell may increase price and recover associated costs, including, but not limited to, costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; (d) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>); and (e) any other circumstances that increase Honeywell’s costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (“Economic Surcharges”).

Economic Surcharges will be issued at Honeywell’s sole discretion via invoice to Company through a revised or separate invoice and payment will be made pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this Section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in Sections I or II of this Agreement.

24. SOFTWARE LICENSE

All software made available in connection with this Agreement (“Licensed Software”) shall be licensed and not sold and subject to all terms of the Software License Agreement (as defined below). All Software is made available subject to the express condition that the end user of the Software sign and deliver to Honeywell the then-current and applicable version of Honeywell’s standard software license agreement, end user license agreement (“EULA”), or a software license agreement otherwise satisfactory to Honeywell in its sole discretion (in each case, the “Software License Agreement”). Company is responsible for ensuring that all Licensed Software provided to an end user under this Agreement is subject to the Software License Agreement. Notwithstanding any other provision of this Agreement or any other document or instrument, the terms of the Software License Agreement shall govern and supersede any inconsistent or conflicting terms to the extent relating to Software. Payment for any and all Software made available in connection with this Agreement shall be due and payable at the time the end user of the Software executes the Software License Agreement.

25. INVENTIONS, INTELLECTUAL PROPERTY, AND DATA RIGHTS

25.1 Title to Intellectual Property. No right, title or interest in Intellectual Property provided by Honeywell is transferred to Company under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services or the Work, including but not limited to software, models, designs, drawings, documents, inventions, and know-how (“Inventions”), conceived or developed by Honeywell in connection with the Agreement, are the sole property of Honeywell and Company assigns any rights it may have in such Inventions to Honeywell. Company has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in this Agreement.

25.2 Title to Software. Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Company. Company will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. If Company does not agree to a License with Honeywell, Company does not have a license or right to Software.

25.3 Input Data. Company retains all rights that Company already holds in data and other information that Company or persons acting on Company’s behalf input, upload, transfer, or make accessible in relation to, or which is collected from Company or third party devices or equipment by, the Work (“Input Data”).

25.4 Use of 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 provided it is in an anonymized form that does not identify Company. Any Company Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and Applicable Law. 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, are owned exclusively and solely by Honeywell and are Honeywell’s confidential information. This Section shall survive termination of this Agreement.

26. CYBERSECURITY INCIDENTS

Notwithstanding any other provision of the Agreement, (a) in no event will Honeywell be responsible or liable for protection against, or mitigation of consequences associated with, a Cyber Incident (as defined by the United States Computer Emergency Readiness Team) or other similar cyber-related events and/or attacks that may affect Company's site or systems, (b) Company is solely responsible for ensuring that its sites and systems are protected against such a Cyber Incident or other similar cyber-related events and/or attacks including, but not limited to, ensuring that all software is kept up to date, that all cybersecurity products used are compatible with one another and that any patches are correctly and appropriately installed, and (c) all remedial, reinstallation or update works provided by Honeywell, if any, as a result of or related to a Cyber Incident or other similar cyber-related events and/or attacks will be performed subject to additional fees for such work, plus applicable taxes, to be paid by Company to Honeywell (in addition to fees otherwise due under the Agreement).

27. SPECIAL TOOLING AND DATA

Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under this Agreement. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Company. Any transfer of title to Special Tooling does not include transfer of Honeywell's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.

28. DATA PRIVACY

For purposes of this Agreement, "**Applicable Data Privacy Laws**" means applicable data protection, privacy, breach notification, or data security laws or regulations; "**Personal Data**" is any information that is subject to, or otherwise afforded protection under, Applicable Data Privacy Laws and that relates to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as that term (or similar variants) may otherwise be defined in Applicable Data Privacy Laws.

- D. Each Party may process Personal Data in the form of business contact details relating to individuals engaged by the other Party or its affiliates ("**Staff**") for the purposes of performing each Party's obligations under this Agreement and managing the business relationship between the Parties, including their business communication ("**Purposes**").
- E. The Parties will process such Personal Data as independent data controllers in accordance with the terms of this Agreement and Applicable Data Privacy Laws. Each Party will comply with the following:
 - (a) Ensure the lawfulness of their data collection and the lawfulness of data transfer to the other party;

- (b) Implement appropriate security measures to protect Personal Data provided by the other Party against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or (remote) access;
 - (c) Protect Personal Data provided by the other Party against unlawful processing by its Staff, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Purposes;
 - (d) Prior to any transfer of Personal Data, impose all obligations on third parties involved, as required by this Agreement and Applicable Data Privacy Laws; and
 - (e) Securely delete such Personal Data once it is no longer required for the Purposes.
- F. Each Party shall be responsible for providing necessary information and notifications required by Applicable Data Privacy Laws to its Staff. For purposes of clarity, Honeywell will process any Personal Data concerning the other Party's Staff in accordance with its website privacy statement, which may be amended from time to time and is accessible at <https://www.honeywell.com/us/en/privacy-statement>, and the other Party shall furnish Honeywell's privacy statement to any of its Staff whose Personal Data is so provided to Honeywell by the other party. Where appropriate and in accordance with Applicable Data Privacy Laws, each Party shall inform its own Staff that they may exercise their rights in respect of the processing of their Personal Data against the other Party by sending a request with proof of identity to the other Party's address set forth in this Agreement or provided otherwise by the other Party in this regard.
- G. Where a Party's Personal Data are transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data by Applicable Data Privacy Laws, the other Party will either enter into or apply legally recognized international data transfer mechanisms, including:
- (a) Standard Contractual Clauses adopted or approved by the competent supervisory authority or legislator;
 - (b) Binding Corporate Rules which provide adequate safeguards; or
 - (c) any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Applicable Data Privacy Laws

29. MISCELLANEOUS PROVISIONS

29.1 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior agreements and commitments with respect thereto. There are no oral or written understandings, terms, or conditions, and neither Party has relied upon any representations, express or implied, not contained in this Agreement.

29.2 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties hereto. Any subsequent purchase order or other

document unilaterally issued by Company shall not be binding unless duly executed by both Parties.

29.3 Joint Effort. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.

29.4 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement or the intent of any provision contained herein.

29.5. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the portion or provision held to be void. The Parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Paragraph shall not prevent this entire Agreement from being void should a provision which is the essence of this Agreement be determined to be void.

29.6 No Waiver. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.

29.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

29.8 Standards and Codes. The latest edition or revision of any standards or codes referenced in this Agreement for performance of the Work shall apply, unless otherwise expressly set forth in this Agreement.

29.9 Survival. Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration; provided, that all warranties and licenses granted by Honeywell to Company pursuant to this Agreement shall terminate upon Honeywell's

29.10 Governing Law. This Agreement is governed by the laws of the state of New York, United States of America, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either, is specifically excluded. The Parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the Federal and State courts within the Southern District of New York for resolution of disputes; however, Honeywell may seek an injunction or enforce a judgment against Company in any jurisdiction. Company will not bring a legal action more than one (1) year after the cause of action arose unless a shorter period is provided by applicable law.

29.11 Non-Assignment/Delegation by Company. Company may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent

of Honeywell. Any attempt to assign or delegate in violation of this clause will be void. Honeywell may assign this Agreement or any or all of its rights under this Agreement, including, but not limited to, the right to assign receivables, without Company's consent.

29.12 Risk of Loss/Transfer of Title. Risk of loss or damage to any goods provided under this Agreement (excluding software and services) passes to Company when Honeywell places the goods at Company's disposal at the Honeywell dock ("Delivery"). Title to goods passes to Company upon Delivery, but Honeywell retains a security interest in such goods until full payment is received. Honeywell will schedule Delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Company's order requests a later delivery date, or Honeywell agrees in writing to an earlier delivery date.

29.13 Custom Orders. Special or custom orders ("Custom Orders") for products not listed in Honeywell's standard price list are non-cancelable. In the event of a cancellation of all or part of a Custom Order, Company will be responsible for the full order. Notwithstanding the foregoing, product substitutions will be permitted, and may be necessary, with agreement between the Parties in the event supply is materially delayed or delivery is infeasible under the terms of this Agreement.

29.14 Remote Services. Company agrees that Honeywell may provide some or all of the Work remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Company's applicable systems (the "Systems") to enable such connection and/or remote Work. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell's request. Company agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Company will enable and consents to Internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its Affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain, and use for the purpose of providing the Work all data obtained in connection with the Agreement. Company represents and warrants that Company is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing and Section 28.14, to the extent such consent is required.

29.15 Commercial Use. Company represents and warrants that any technical data or software provided by Honeywell to Company under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell.

29.16 Publicity. Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly traded securities. Notwithstanding the foregoing, if either Party, or a third-party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this section

for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause.

29.17 Remedies. Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Company's remedy will be a refund of the price paid.

29.18 Subcontractors. Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

29.19 Third-party Beneficiaries. Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third-party.

29.20 Counterparts. This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement.