



## HONEYWELL BUILDING SOLUTIONS PROJECTS AND SERVICES AGREEMENT

These Honeywell Terms and Conditions of Projects and Services (“**Agreement**”) are effective as of December 6, 2024 (“**Effective Date**”) and set forth the entire agreement as to the Deliverables (as defined below) provided to Buyer (as defined below) by **Honeywell Automation and Control Solutions South Africa (Pty) Limited**, having its principal place of business at Second Floor Allandale Building, 23 Magwa Crescent, Waterfall City, GP, 2090, South Africa, acting through its Building Solutions business unit (“**Honeywell**”). As used herein, all references to “**Buyer**” shall mean the purchaser of the Deliverables that is hereby bound by this Agreement, regardless of whether such purchaser is employing financing or is the ultimate user of the Deliverables. Each party may be referred to as “**Party**”, and collectively as the “**Parties**.” This Agreement may only be modified by an authorized representative of each Party in a signed writing.

### 1. SCOPE OF DELIVERABLES.

#### a. Proposals.

- i. To the extent that Honeywell has provided or subsequently provides Buyer with a written proposal, quote, statement of work, or response to a tender or bid request that details the specific Products (including Software) and/or Services (as each term is defined below) to be provided by Honeywell (collectively, the “**Deliverables**”), as well as the pricing, schedule, and conditions under which Honeywell is willing to provide such Deliverables (each, a “**Proposal**”), such Proposal or Proposals are expressly integrated into and subject to the terms of this Agreement upon placing a valid Order (as set forth in Section 3 (Purchase Orders) herein) which incorporates one or more unexpired Proposals. Without the written consent of Honeywell, use of any Proposal or parts thereof for any purpose other than Buyer’s evaluation of Honeywell as a prospective contractor is prohibited.
- ii. Honeywell may rely on estimates, audits, and surveys conducted by Buyer, its related entities, subcontractors or agents. Buyer warrants the accuracy of such information and further accepts responsibility for any additional costs or Changes to a Proposal arising out of the circumstances set forth in Section 10 (Changes) herein, as well as any inaccurate data, information, estimates, audits, or surveys provided to Honeywell by Buyer, its contractors or agents. Buyer is further responsible for the costs and liabilities associated with any products, services, and deliverables it separately obtains or already owns or licenses, as well as the methods of any supplier or contractor engaged by Buyer, Buyer’s customer, any end customer (“**End User**”), or any third-party not engaged by Honeywell, all of which are expressly excluded from any Proposal and the Deliverables set forth in any Order.

#### b. Products & Software Products.

- i. The Deliverables may involve Honeywell’s provision of various hardware and Software (as defined below) product(s), as well as the relevant technical documentation and specifications for the foregoing (“**Documentation**”), which are either sold or licensed to Buyer by Honeywell, regardless of whether the foregoing are branded as a Honeywell Deliverable (collectively, “**Products**”), but only to the extent those Products are explicitly listed on a valid Order. As used herein, “**Software**” means any embedded or standalone software, mobile application, software-as-a-service (“**SaaS**”), hosted platform (“**PaaS**”), or hosted infrastructure (“**IaaS**”) Products and all related Documentation, modules, libraries, elements, updates or patches thereto which are licensed by Honeywell to Buyer or to which access is provided to Buyer or an end customer (each, an “**End User**”) as part of the Deliverables set forth in a valid Order, regardless of whether such Software is branded as a Honeywell Product. For avoidance of doubt, all Software Products to which access is provided to Buyer as part of the Deliverables are licensed on a non-exclusive basis and are NOT sold and no intellectual property in the Products is conveyed to Buyer or any End User.
- ii. All Software is subject to the terms and conditions set forth in the relevant end user license agreement (each, a “**EULA**”) provided by Honeywell, as well as those terms set forth in Exhibit A hereto, and, with respect to third-party Software any terms provided therewith. In the event of a conflict between this Agreement and the terms of any EULA or Exhibit A, the order of precedence solely for the relevant Software Product shall be in the following order: (i) the relevant EULA (including any updated version provided with any upgrade or update), (ii) Exhibit A, and (iii) this Agreement.
- iii. Except as explicitly agreed by the Parties in a separate written agreement signed by authorized representatives, in no event shall Buyer have any right (or authorize or allow any third-party) to distribute, resell, lend, rent,

transfer, or convey any Products to a third-party or take any action that would cause any Software Product or any portion thereof to be placed in the public domain. To the extent the Parties agree that Buyer may transfer its license rights to any Software listed in an Order or any Products (which may include embedded Software) to a specific Buyer customer or a specific End User, such license transfer is only permitted where no proprietary information is removed from the Products or Software Products (including, without limitation, copyrights, patent marking, trademarks, and the relevant EULA), and Buyer agrees to obtain consent from the transferee as to the relevant Software EULA(s) without alteration. For the avoidance of doubt, to the extent Buyer is deploying, using, or administering the Software, both Buyer and any additional End User(s) are subject to the terms and conditions of the applicable Software EULA and Exhibit A to this Agreement.

- iv. Except as expressly identified on the face of a Order and with the prior written consent of Honeywell, Buyer represents and warrants that any technical data or Software provided by Honeywell to Buyer under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract.
- v. Except as expressly stated in this Agreement, any third-party products, software, hardware or services (“**Third-Party Products**”) that Honeywell provides, installs or integrates as part of the Deliverables are provided subject to the Third-Party Product Supplier’s terms and conditions (including software license terms) in effect at the time such Third-Party Products are delivered to Buyer. Honeywell has no liability with respect to the performance of such Third-Party Products.
- vi. Honeywell may make available updates or upgrades to the Products 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 Product. Honeywell reserves the right to make changes to Product design without obligation to make equivalent changes to any Products previously supplied.
- vii. Honeywell owns, and does not provide as part of the Deliverables, all Special Tooling (as defined herein), except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Buyer. As used herein, “**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.

## c. Services.

- i. The Deliverables may involve Honeywell’s provision of various Services (as defined below) to Buyer either directly or via a Supplier (as defined below), to the extent such Services are explicitly listed on a valid Order. As used herein, “**Services**” means any engineering, design, installation, testing, commissioning, and configuration, retrofit, upgrade services and any related reports or agreed upon outputs (collectively, “**Install & Lifecycle Services**”) and any maintenance, management, support, inspection, audit, or repair services and any related reports or agreed upon outputs (collectively, “**Maintenance Services**”) provided by Honeywell or its Suppliers as part of the Deliverables, but only to the extent such Install Services and/or Maintenance Services are explicitly set forth in a valid Order. As used herein, “**Supplier**” means any party or entity retained by Honeywell as an independent supplier to provide labor, materials, Services, or Products necessary to provide or complete the Deliverables, excluding any party or entity employed by Buyer, Buyer’s customer(s), the End User, or any other third-party.
- ii. For avoidance of doubt, while Install Services can include engineering and design obligations, neither Honeywell nor its Suppliers shall have any obligations or liability for designs or engineering as part of any
- iii. Services, unless expressly agreed upon by the Parties and as set forth in a valid Order, which shall remain subject to Section 25 (Limitation of Liability) herein. Similarly, while Maintenance Services can include any of the Services listed in the definition above, neither Honeywell nor its Suppliers shall have any obligations or liability for any Service not specifically included in a valid Order, which shall remain subject to Section 25 (Limitation of Liability) herein.

- iv. In providing the Services, Honeywell may perform some or all of its obligations remotely and need to access Buyer's systems (the "**Systems**"). Buyer hereby agrees that it will enable, and consents to, connectivity between Buyer's applicable Systems and Honeywell's corresponding platform(s).

**2. BUYER RESPONSIBILITIES.** Buyer will: (a) promptly perform its obligations identified in the applicable Proposal or Order; (b) promptly provide all information reasonably required or useful for performance of the Service, including completion of the Order, prior to commencement of the Services; (c) designate a business contact and a technical contact to coordinate Buyer's personnel and act as a liaison; (d) seek all consents and permits and provide all notices required in connection with the completion of the Services; and (e) provide Honeywell with prompt access to Buyer's systems and premises as set forth in Section 12(c) (Working Hours for Services) to the extent necessary during the performance of the Services. If Buyer fails to perform any of Buyer's obligations, Honeywell will: (i) be excused from failure to perform any of Honeywell's affected obligations under this Agreement; (ii) be entitled to a reasonable extension of time, and a reasonable reimbursement of additional costs or fees incurred as a result of the same; and (iii) not be responsible for any liability arising from such failure. Honeywell is not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (A) conditions or events reasonably outside of Honeywell's control; (B) cyberattack; (C) public internet and communications networks; (D) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Honeywell, or acts or omissions of third parties Buyer retains; (E) Buyer's and/or Buyer's users' negligence or failure to use the latest version or follow Documentation; (F) modifications or alterations not made by Honeywell; (G) loss or corruption of data; (H) unauthorized access via Buyer's credentials; or (I) Buyer's failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer's systems or data or follow industry-standard security practices.

### 3. PURCHASE ORDERS.

a. Deliverables will not be provided to Buyer absent placement of a valid Order (as defined below) which has been submitted to and accepted by Honeywell. Orders (including any revised Orders) are non-cancelable except as expressly set forth herein and are exclusively governed by the terms of this Agreement, unless amended in signed writing by authorized representatives of the Parties. Buyer agrees to obtain access, maintain access, and use Honeywell's specified Electronic Data Interface ("**EDI**") to place all Orders and any Changes thereto.

b. As defined herein, a valid "**Order**" means any written order or purchase order for Honeywell to provide Deliverables which is (W) submitted to Honeywell via EDI (or another Honeywell approved means), (X) has been accepted by Honeywell, (Y) does not contain conflicting terms or conditions (unless the Parties have executed a separate written agreement), and (Z) includes all of the following elements:

- i. Order number;
- ii. Buyer's legal name and address;
- iii. Addresses for shipment or provision of any Products or Services and for invoicing, if different;
- iv. List of specific Products and Services (separately listing any Software) being purchased or licensed, including quantities for each, any Honeywell part numbers, descriptions, and unexpired Proposals incorporated;
- v. Price per Deliverable (in the relevant currency);
- vi. Requested performance or delivery date;
- vii. Any special routing, packaging, labeling, handling, or insurance requests by Buyer (which may be subject to additional fees);
- viii. Buyer's approved payment terms; and
- ix. Confirmation that the Order entitles Honeywell to invoice Buyer.

c. All Orders are subject to acceptance or rejection by Honeywell, and Honeywell's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is only accepted upon the earlier of (i) Honeywell's written acceptance (including by electronic means) or (ii) provision of the Deliverables specified in the Order.

d. Any conflicting, additional, and/or different terms or conditions referenced or included on Buyer's Order or any other instrument provided to Honeywell which are different from this Agreement are deemed to be material alterations and are rejected and not binding upon Honeywell. Honeywell's acceptance of Buyer's Order is expressly conditioned upon Buyer's assent to the terms and conditions contained herein in their entirety or the execution of a separate written agreement signed by authorized representatives of both Parties and Buyer's receipt of a written acceptance from Honeywell.

## 4. PRICING.

a. Unless otherwise specified in writing by Honeywell, prices for Deliverables shall be as set forth in the Honeywell Proposal, provided that it has not expired at the time an Order is accepted. Prices, terms, conditions, and Product specifications for future Proposals and Orders are subject to change without notice; provided, however, that Honeywell will endeavor to provide at least thirty (30) days' written notice of any changes and Proposals are valid for thirty (30) days. Pricing is subject to immediate change upon announcement of Deliverable discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including invoices previously paid by Buyer.

b. **Time and Materials.** Notwithstanding any other provision of this Agreement, Buyer may request and Honeywell may agree to perform Services on a time-and-materials basis pursuant to this Section. The work shall be as agreed upon between the Parties and Honeywell shall invoice Buyer for the hours worked regardless of whether Buyer issues an Order. Buyer shall remain obligated to remit payment to Honeywell as described herein upon invoicing. Honeywell may revise its standard charges on not less than thirty (30) days prior written notice to Buyer; provided, however, all Services under this Section that is ordered by Buyer shall be performed to completion at Honeywell's published rates in effect at the inception of the order. The Parties understand and agree that the minimum time charged to any Services requested or ordered under this Section is four (4) hours, payable at the rate published herein.

c. **Travel and Expenses.** Travel and living expenses incurred by Honeywell personnel will be invoiced on a reimbursable basis, at actual cost plus a 10% processing fee and, to the extent possible, will be accompanied by reasonable and usual verification of costs incurred. Travel time for the assigned personnel will be based on the number of hours incurred traveling from each person's Honeywell office to the Buyer site/office (and return) and will be billed at the then-current labor rate in the relevant country where the site is located.

5. **TAXES AND DUTIES.** Honeywell's pricing excludes applicable taxes, due and payable by Buyer (including but not limited to, sales, use, excise, value-added, and other similar taxes) ("**Taxes**"), tariffs and duties. Buyer will pay all Taxes resulting from 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 under this Agreement, Honeywell will invoice Buyer for such Taxes unless at the time of order placement, Buyer furnishes Honeywell with an exemption certificate sufficient to verify Buyer's exemption from the Taxes. In no event will Honeywell be liable for Taxes paid or payable by Buyer.

6. **PAYMENT.** To the fullest extent permitted by law and unless the Parties agree to different terms in a signed writing by authorized representatives, the following terms shall apply to payments and invoicing:

a. **Payments for Products.** Unless Buyer has been approved for credit terms by Honeywell, payment for all Product Orders will be made at the time of Order placement. Partial shipments will be invoiced as they are shipped. In the event Buyer has been approved for credit terms, payment for Product Orders will be due no later than thirty (30) calendar days from the date of invoice, unless a shorter time is specified on the invoice or otherwise communicated to Buyer in writing. Honeywell will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Honeywell may change Buyer's credit terms at any time in its sole discretion and may, without notice to Buyer, 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 Buyer with no established credit terms and will be determined by Honeywell on a case-by-case basis. Partial shipments of Products will be invoiced as they are shipped, or, in the case of Software, in advance of deployment or providing access to the Software.

b. **Progress Payments for Install Services.** For Install Services (excluding Change Orders, which shall be paid as provided in Section 10(g) (Change Order Payment), and taxes, which shall be paid as invoiced by Honeywell) payment shall be made to Honeywell in accordance with the payment schedule detailed in any Proposal ("**Payment Schedule**"), or, to the extent no schedule is included, on a monthly basis taking into account the Deliverables completed, in Honeywell's sole discretion. The Payment Schedule shall be used as the basis for the preparation of progress invoices as described below.

c. **Payments for Maintenance Services.** For all Services, Honeywell shall issue an invoice to Buyer. For new Services, Honeywell shall invoice the Buyer thirty (30) days prior to the start date of performance and Honeywell will not begin performance until it has received payment from Buyer. For existing Services, Honeywell shall issue a renewal letter to the Buyer sixty (60) days in advance of the expiration of the existing contract term and payment on such invoice must be received thirty (30) days prior to the renewal date. Honeywell may terminate Services if Buyer fails to pay such invoice within thirty (30) days, in accordance with Section 16 (Term and Termination).



**d. Invoices.** Customer shall accept invoices in the format provided by Honeywell and Honeywell is not required to provide a hard copy of the invoice and may submit invoices electronically. Honeywell is not required to use Buyer's or any End User's billing system. Payments must be made in U.S. currency unless agreed otherwise in writing and must be made via electronic fund transfer, accompanied by remittance detail containing at a minimum the Buyer's Order number, Honeywell's invoice number and amount paid per invoice. Buyer 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 in Section 3 (Orders) above.

**e. Invoice Payments.** Payments must be in accordance with the "Remit To" field on each invoice within the time specified on the invoice. If Buyer 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 Buyer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine to what invoice the payment(s) shall be applied.

**f. Payment Disputes.** Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived after fifteen (15) calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Buyer must pay the undisputed amount of the invoice within the original invoice payment due date.

**g. Credit Card Payments.** Unless agreed otherwise in writing by Honeywell, Honeywell may permit Buyer to pay invoices by credit card provided that (A) payment does not exceed twenty-five thousand dollars (\$25,000 USD), (B) payment is made via Visa or Mastercard, and (C) Buyer's credit card is charged on the same day that Honeywell invoices Buyer. If paying by credit card, Buyer further acknowledges and agrees:

- i. Payment for every Order is due at the time of shipment of any Products or upfront for prior to Honeywell providing any subscription Products;
- ii. Buyer may not split Orders between multiple credit cards;
- iii. Buyer is obligated to provide a valid credit card which has sufficient credit to be charged for any Order being placed;
- iv. The credit card provided by Buyer (or, where multiple credit cards have been provided, the credit card most recently selected by Buyer) will be automatically charged (A) upon shipment of hardware Products or (B) at the time an Order is placed for subscription Products;
- v. For subscription Products, unless Honeywell has received a timely notice of termination, Buyer's credit card (or, where multiple credit cards have been provided, the credit card selected by Buyer as its default card) will also be charged automatically on the anniversary date of when the original subscription Products were activated. For avoidance of doubt, Honeywell has no obligation to refund any automatic recurring subscription Services charges to Buyer's credit card where Buyer failed to provide a timely notice of termination, and Buyer agrees not to contest such charges with its credit card provider.
- vi. In the event there is credit due back to Buyer in connection with any order paid by credit card, the credit will be posted to Buyer's account only. No credit will be issued back to the credit card. Pre-payment or prompt payment discounts are not applied to orders paid by credit card. Credit card payments will be accepted when applied to the entire amount due on an order; partial payment of orders by credit card will not be processed. Payments by credit card have at least a seven (7) day authorization period, meaning that after order is cancelled, the payment will remain pending on the credit card account for the authorization period. Contact your credit card provider for details of your authorization period. If your credit card has to be reauthorized for any reason after an order is submitted, you will be charged additional fees.

**h. Late Payments.** If Buyer is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at Honeywell's sole option and until all delinquent amounts and late charges, if any, are paid:

- i. be relieved of its obligations with respect to guarantees, including, turnaround times, spares support and lead-times;
- ii. refuse to process any credit to which Buyer may be entitled;
- iii. set off any credit or sum owed by Honeywell to Buyer against any undisputed amount owed by Buyer to Honeywell including amounts owed under any contract or order between the Parties;
- iv. withhold performance, including suspending all work, the prior grant of any license rights and future shipments to Buyer;

- v. declare Buyer's performance in breach and terminate any Purchase Order;
- vi. repossess products, reports, technical information or any other items delivered pursuant to this Agreement for which payment has not been made;
- vii. deliver future shipments on a cash-with-order or cash-in-advance basis;
- viii. assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof;
- ix. charge storage or inventory carrying fees on products, parts, or raw material;
- x. recover all costs of collection including reasonable attorneys' fees.
- xi. if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;
- xii. require Buyer provide Honeywell, a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Buyer's senior finance officer that may include, but not limit to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.);
- xiii. for any Buyer more than 15% past due, move all amounts due under existing Change Orders (as defined below) to immediate payment and require that all future Change Orders will be 100% advance payment regardless of size; or
- xiv. combine any of the above rights and remedies as may be permitted by applicable law.

**7. NO SET OFF.** Neither Buyer nor any Affiliate (as defined below) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its Affiliated entities, business divisions, or units. As used herein, "**Affiliate**" means entity that a Party directly or indirectly controls with respect to its management and policies ("**Control**"), is Controlled by, or is under common Control with that party. For avoidance of doubt, Buyer has an affirmative obligation to raise any dispute with Honeywell prior to taking any actions, such as withholding payment, by following the dispute process pursuant to Section 26(k) (Governing Law & Disputes).

**8. ECONOMIC SURCHARGE.** Honeywell may, from time to time and in its sole discretion, issue surcharges on Purchase Orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Honeywell will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges 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 this Agreement.

**9. PAYMENT SECURITY.** Prior to performance of Install Services, Buyer will provide an SBLC/Bank Guarantee equal to ten percent (10%) of the estimated annual value of this Agreement ("**BG**"). The BG shall be provided by an approved internationally recognized financial institution nominated by Buyer and approved by Honeywell and shall be in a specific form approved by Honeywell. On or before January 10 of each calendar year starting the second calendar year after the Effective Date, the value of the BG shall be adjusted in reference to the annual value of this Agreement over the previous year so that such amount shall reflect 10% of the actual amount of the previous calendar year spend. Any required increase shall be carried out (and each Party shall cooperate to so carry out) within ten (10) calendar days of the new calendar year.

## **10. CHANGES.**

**a. Permissible Change Orders.** Changes to pricing, payments, specifications, instructions, Deliverables, the means of for schedule for performance or completion, or the Parties' obligations under this Agreement or an Order (each, a "**Change**") must be memorialized as a written, signed agreement by the Parties in a form substantially similar to that of Exhibit B which contains the details of all Changes and the effective date of such Changes (each, a "**Change Order**"). For the avoidance of doubt, Change Orders are only permitted due to the circumstances listed below:

- i. Buyer requests changes pursuant to Section 10(b);
- ii. Honeywell requests changes pursuant to Section 10(c);
- iii. Change in Applicable Law pursuant to Section 10(d);

- iv. Buyer Delay events pursuant to Section 10(e);
- v. Delayed NTP event pursuant to Section 11(a);
- vi. Suspension pursuant to Section 11(c); or
- vii. Excusable Delay events pursuant to Section 11(d).

**b. Buyer Requested Changes.** Buyer may only seek Changes in writing and subject to acceptance by Honeywell. Honeywell will inform Buyer if the requested Changes are feasible and what the impact of the Changes will be on the previously agreed upon specifications, instructions, the scope or type of Deliverables, the means of providing or implementing the Deliverables, the schedule for performance or completion, location for performance, any performance guarantees, milestone payments, final payment, or any other obligation or right under this Agreement. The requested Change(s) are effective and Honeywell will only act upon the same upon execution of a written Change Order by the Parties' authorized representatives. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a Proposal pursuant to a request by Buyer seeking Changes, but Buyer subsequently chooses not to proceed, Buyer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the Proposal.

**c. Honeywell Requested Changes.** Honeywell is entitled to request Changes by issuing a written notice to Buyer documenting the need for Changes by providing sufficient information on (i) Buyer's acts or omissions or (ii) Honeywell's receipt or discovery of information, not expressly contemplated by this Agreement, that Honeywell believes will cause a Change to the previously agreed upon Deliverables or the Parties' obligations (collectively, "**Impacts**"). Honeywell's notice shall include, without limitation, the Changes requested and the Impacts, if any, to pricing, specifications, instructions, the scope or type of Deliverables, the means of providing or implementing such Deliverables, the schedule for performance or completion by Honeywell, location for performance, performance guarantees, milestone payments, final payment, or any other provision of this Agreement. Honeywell will issue such notice within a reasonable time after receipt of or the discovery of such information that Honeywell believes will cause a Change. This request shall be submitted by Honeywell before proceeding to execute the relevant Changes, 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 and Buyer will be responsible for compensating Honeywell for such Changes and extending any schedule without penalty to Honeywell. Honeywell's request will include information necessary to substantiate the effect of the Change and any Impacts. In all other instances, Buyer will have five (5) business days to accept or reject the Changes set forth in Honeywell's written notice. If Buyer fails to respond within five (5) business days, the Change Order will be deemed accepted and Buyer shall extend the schedule and/or pay for the Changes. If the Change Order is not accepted and the Parties cannot agree on the Change Order terms, it shall be escalated to their respective head of operations, business general manager, or business leader with similar responsibilities for a good faith resolution. If no agreement can be reached, it shall be escalated pursuant to Section 26(k)(iii) (Governing Law & Disputes). If Buyer rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Work. Furthermore, if the changes contemplated by Honeywell's rejected or unagreed request are, in Honeywell's opinion, required in order to complete any portion of the Work as previously agreed by the Parties, then such portion shall be de-scoped from the Work and Company shall be responsible for (i) all costs incurred in connection with such de-scoping; (ii) payment for all Work performed in respect of such de-scoped portion as of the date of the termination; and (iii) a de-scoping fee equal to 30% of Price associated with such de-scoped portion. Notwithstanding the foregoing, Honeywell may make Changes to the Deliverables without entering into a Change Order or providing notice to Buyer, provided that such changes do not materially alter the form, fit, or functionality of the Deliverables and continue to comply with any required Buyer or End User specifications.

**d. Change in Applicable Law.** Each Party shall notify the other in writing of any event or circumstance that a Party reasonably and in good faith believes is a Change in Applicable Law (as defined herein), which shall include what the relevant Change in Applicable Law, how it impacts the Deliverables, and any requested Change Order. If it is impractical to specify the adjustments that are necessary to accommodate the Change, then such Party shall provide the other Party with periodic supplemental notices during the period the event or circumstance continues which shall keep such Party informed of any Change, development, progress or other relevant information concerning the event or circumstance. As used herein "**Change in Applicable Law**" means any of the following which occurs after the Effective Date of this Agreement, but does not include any action, law, rule, regulation, or order relating to Buyer's organization, existence, solvency, good standing, qualification, or licensing:

- i. Repeal, amendment, modification or supplementation of any existing Governmental Authorization (as defined below) or Applicable Law (as defined below) existing as of the Effective Date and affecting the Deliverables;
- ii. Enactment of new Governmental Authorization or Applicable Law impacting the Deliverables or which is forthcoming that will impact the Deliverables; or

- iii. Change in the manner in which an Applicable Law or Governmental Authorization is applied to the Deliverables, or in the application or interpretation, in either instance, by a Governmental Authority or court of applicable jurisdiction.

As used herein, “**Applicable Law**” means any constitution, charter, act, statute, law, ordinance, code (including legal, engineering, construction, safety and electrical generation codes), rule, regulation, order, judgment, treaty, decree, announcement or other governmental restriction or published practice or any binding interpretation or other legislative or administrative action of any Governmental Authority, or specified standards or objective criteria contained in any applicable Governmental Authorization, or any final decree, judgment or order of a court. As used herein, “**Governmental Authorization**” means mean all permits, consents, decisions, licenses, privileges, approvals, certificates, confirmations or exemptions from, and all filings with and notices to any governmental, administrative and municipal authorities, including any ministry, department, municipality, city, utility, court, board, institution, instrumentality, agency, commission, or similar entity, under control of any city, county, state or federal government or governmental entity in any jurisdiction having authority over Buyer, Honeywell, or the Deliverables (“**Governmental Authority**”).

**e. Buyer Delays.** Honeywell is not liable for any delays or increased costs caused by (i) delays in obtaining parts, materials, equipment, services or software from a Buyer-designated supplier; (ii) for Buyer’s failure to timely comply with its obligations or to provide information required for the provision of the Deliverables; or (iii) any other delay caused by, or within the control of, Buyer. If Buyer-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. For illustrative purposes only, and without limitation, events impacting price may include: (W) the cost of the raw materials; (X) the cost of any Deliverables including additional cost based on a fluctuation in currency exchange rate, (Y) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (Z) the cost of pre-building and storing equipment at Honeywell’s sole discretion. In the event that a delay caused by the Buyer is ongoing for a period of time which is ninety (90) days or longer, or if Honeywell and Buyer have not agreed on all required adjustments to price, delivery dates, and other affected terms within sixty (60) days after the expiration of the delay, Honeywell may provide notice to Buyer that it is cancelling any affected outstanding Buyer Orders or affected portion thereof with no liability to Honeywell.

**f. Change Order Disputes.** If Honeywell and Buyer fail to agree on pricing of Changes, either Party may invoke the dispute resolution procedure in Section 26(k)(iii) (Governing Law & Disputes), after engaging in the informal dispute resolution procedure set forth in Section 10(c) above.

**g. Change Order Payment.** Unless otherwise specified in the Change Order details, Buyer shall make payment for executed Change Orders as a lump sum against Honeywell’s invoice for the Change Order amount per the terms of such Change Order. If any adjustment results in a decrease in pricing, payments previously made shall be retained by Honeywell and will be applied to subsequent payments as they become due.

**h. Deliverable Changes & Discontinuance.** Except as expressly set forth in this Agreement, Honeywell has a policy of product improvement and reserves the right to change or discontinue or charge additional fees for new or improved features of functionality of, any Deliverable at any time without liability. Honeywell has no obligation to make equivalent changes to any Deliverables previously supplied to Buyer. Where Deliverables have been discontinued, Buyer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Deliverables.

## 11. COMMENCEMENT OF PERFORMANCE & DELAYS.

**a. Effective Date & Delayed NTP.** This Agreement is effective on the Effective Date, however, Honeywell shall not be required to commence performance associated with, connected to, or arising from, directly or indirectly, the Deliverables, until Honeywell receives the initial payment described in Section 6 (Payment), together with any required Payment Security described in Section 9. Further, if Buyer does not make the initial payment or provide the required Payment Security in a timely manner in accordance with the terms of this Agreement (a “**Delayed NTP**”), in addition to Honeywell’s right to terminate under Section 16(b) (Termination), Honeywell shall have the right to an equitable adjustment in pricing and/or any milestones or delivery date(s) as a result of such Delayed NTP, which shall be memorialized as a Change Order.

**b. Schedule for Performance.** Subject to Buyer’s compliance with the terms of this Agreement, Honeywell shall provide the Deliverables in accordance the schedule set forth in any Proposal incorporated into this Agreement. For



Products, delivery dates will be based on standard lead times and are estimates only, unless stated in writing by Honeywell that the date is a firm delivery date, and deliveries may be made early and in partial shipments.

**c. Suspension of Performance.** If Honeywell, having performed Services per Agreement requirements, does not receive payment within thirty (30) calendar days after submission of a Honeywell invoice, Honeywell may suspend performance of any Deliverable, including, without limitation suspension of access to any Software or Services, until Buyer provides payment. Delays due to Buyer's failure to provide timely payment may also result in the need for a Change Order or termination by Honeywell.

**d. Excusable Delays.** A delay that is permissible or excusable (each an "**Excusable Delay**") is any act, event or condition which prevents the affected Party from performing its obligations under this Agreement and is beyond the reasonable control of such Party (or any third party over whom such Party has control). Except for payment obligations (including increased payment obligations resulting from the need for a Change Order), neither Party shall be considered in default or in breach of its obligations under this Agreement if and to the extent that its failure of, or delay in, performance is due to an Excusable Delay event; provided, that (Y) the affected Party provides written notice to the other Party as soon as practicable of the Excusable Delay event and uses commercially reasonable efforts to overcome or mitigate the effects of such occurrence; and (Z) when the affected Party can resume its obligations, such Party shall give the other Party written notice to that effect and shall promptly resume performance. Notwithstanding the prior sentence, quantities affected by an Excusable Delay may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will otherwise remain unaffected. Excusable Delay events shall include, without limitation:

- i. Delays or refusals to grant an export license or the suspension or revocation thereof;
- ii. Any other acts of any Government Authority that would limit a party's ability to perform under this Agreement;
- iii. An act of God, including but not limited to, fires, landslide, lightening, earthquake, explosion, storm, tropical storms, hurricanes, tornadoes, severe weather conditions, and flood;
- iv. Acts of a public enemy, 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), blockade, insurrection, riot, strife, landowner disturbances, armed conflict, or civil disturbance or disobedience, rebellion, pandemics, epidemics, quarantines, regional medical crises, health crises, terrorism, sabotage or similar occurrence any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity;
- v. Suspension, termination, interruption, delay, denial or failure of renewal or issuance of any governmental permit, license, consent, authorization, interconnection, ability to work or operate a facility, or approval by a Governmental Authority or electric utility relating in any way to the Deliverables;
- vi. Presence of hazardous substances or mold;
- vii. Shortages or inability to obtain materials, equipment, energy, or components;
- viii. Inability or refusal by Buyer'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,
- ix. A Change in Applicable Law occurring after the Effective Date;
- x. Approval, passing, enactment or changing of sanctions laws, export/import control Laws or related regulations that impact or constrain the performance of the obligations of Honeywell or any of its supplier or vendors;
- xi. If site conditions, including interconnects to power generation to which any Product is attached, are inconsistent with assumptions in Honeywell's proposal;
- xii. Strikes, lockouts, or other labor disruptions; or
- xiii. Any other cause beyond the non-performing Party's reasonable control.

**e. Effect of Excusable Delay.**

- i. If an Excusable Delay causes a delay, then any scheduled delivery date(s) for Products or performance dates for milestones, as well as any final completion date for Install Services 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. The additional costs incurred by Honeywell as a result of any Excusable Delay event shall be subject to the adjustment procedures set forth in Section 10 (Changes).
- ii. 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 Services 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 Buyer.

- iii. For the avoidance of doubt, there need not be an Excusable Delay to invoke Section 8 (Economic Surcharges). In the event that an Excusable Delay event is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Buyer that it is cancelling any affected outstanding Orders or affected portion thereof with no liability to Honeywell.

f. **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 and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its Suppliers, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

g. **Subcontractors.** Any Suppliers performing Services shall have all 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 this Agreement. Honeywell shall be solely responsible for paying Suppliers and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any Supplier with respect to the Deliverables to be performed pursuant to this Agreement, and no Supplier is intended to be or shall be deemed a third-party beneficiary of this Agreement.

h. **Title & Risk of Loss for Non-Software Products.** Unless otherwise agreed in a signed agreement, Product delivery terms are (i) FCA (Incoterms 2020) Honeywell's point of shipment ("**Honeywell Dock**") for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments. Title to Products passes to Company when Honeywell place Products at Company's disposal at Honeywell's Dock. Company grants Honeywell a security interest in Products until paid in full, subject to applicable law. 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 that impacts Install Services, Buyer is responsible for storage of delivered Products or equipment.

i. **Future Delivery of Non-Software Products.** Honeywell will schedule delivery of non-Software Products in accordance with its standard lead times unless the Agreement states a later delivery date or the parties otherwise agree in writing. Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the Parties. Honeywell reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order. Without imposing any liability on Honeywell in respect of any delays or for non-performance, if Buyer requests a delivery date for an order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such order. If Buyer does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Buyer shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

## 12. SERVICES COVERAGE.

a. **Included Scope.** Buyer agrees to provide Honeywell access to all equipment covered by the Services to be performed by Honeywell under this Agreement, which is limited to such equipment and systems that the Parties agree to in writing ("**Covered Equipment**"). Honeywell will be permitted, without liability, to start and stop all equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Buyer's representative. Maintenance, repairs, and replacement of equipment parts and components as part of any Maintenance Services are limited to using commercially reasonable efforts to maintain Covered Equipment and, if specified in a valid Proposal, to restore Covered Equipment to proper working condition. This Agreement further assumes that the systems and/or equipment included in the Covered Equipment are in maintainable condition. If repairs are necessary, in Honeywell's sole judgment, upon inspection or seasonal start-up or otherwise, repair charges will be submitted for approval to Buyer. Should these charges be declined, those systems and equipment will be eliminated from coverage under this Agreement and the price adjusted accordingly.

b. **Excluded Scope.** It is understood that Honeywell's repair, replacement, and emergency service obligations apply only to the Covered Equipment (and only to the extent expressly provided in the Proposal or Order). Honeywell is not obligated to provide replacement software, equipment, components, and/or parts that represent a betterment or capital improvement to Buyer's system(s) hereunder. Repair or replacement of non-maintainable parts of the system such as, but

not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Buyer. Unless explicitly specified, Buyer retains all responsibility for maintaining local area networks, wide area networks, leased lines, and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the Covered Equipment. Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Buyer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates. Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell may provide such services at Buyer's request and at an additional charge.

**c. Working Hours for Services.** Buyer agrees to provide Honeywell prompt access during Normal Working Hours (as defined below), and at other times upon reasonable request, to all site areas where Work is to be performed or as otherwise necessary or appropriate to perform any activity contemplated by this Agreement or in connection therewith (including, without limitation, site audits, site assessments and preparatory activities). Unless otherwise agreed, 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 Buyer 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 Buyer.

**d. Changes in Covered Equipment.** In the event that any Covered Equipment or component thereof is altered, modified, changed, or moved by Buyer, any End User or their respective agents or representatives, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes, or movement. Buyer will promptly notify Honeywell of any malfunction in any Covered Equipment covered under this Agreement that comes to Buyer's attention.

**13. REMOTE WORK.** Buyer agrees that Honeywell may provide some or all of the Services remotely using an internet connection and may install additional software and related communication and/or diagnostic devices on Buyer's applicable systems (the "**Systems**") to enable such connection and/or remote work. Buyer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Buyer 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 this Agreement.

## **14. CYBERSECURITY SERVICES.**

**a.** With respect to any cybersecurity-related Services, Software, SaaS or related hardware ("**Cybersecurity Deliverables**"), Honeywell may provide professional judgment, technical expertise, and advice regarding Buyer's cyber risk management program. As system performance and security are subject to multiple factors outside of Honeywell's control, Honeywell does not warrant or guarantee that Cybersecurity Deliverables will prevent or mitigate acts or attempts to disrupt, misuse, or gain unauthorized access to any system or electronic facilities or operations that results in a loss, alteration or disclosure of data, system downtime or degradation or loss of operation or services (an "**Event**"). Honeywell will use industry standard virus detection software designed to protect against viruses. Buyer or any End User is responsible for its own cyber risk management program and must participate in Buyer's or End User's own defense and manage cyber risk throughout Buyer's or End User's own cyber risk management program. Honeywell shall have no liability in connection with any Event, except to the extent the Event was caused by failure of a Honeywell Product, Software, or Services provided by Honeywell to materially perform in accordance with the written specifications and any related documentation (including any technical or legal requirements) specifically provided with a Cybersecurity Deliverable or specifically referenced in a Proposal (but excluding marketing materials, customer correspondence and similar collateral), in which case Honeywell's sole liability and Buyer's or End User's exclusive remedy in respect of an Event, is the replacement, repair or re-performance of, or refund of the portion of the fees paid and attributable to, the defective Deliverables in accordance with the terms and conditions of the applicable warranty for the defective Deliverable. This Clause shall take precedence over any other Clause in this Agreement.

b. Buyer represents and warrants that, to the extent it is using the Cybersecurity Deliverables, it will (i) use commercially reasonable administrative, physical and technical safeguards to protect Buyer'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 hardware or Software comprising the Cybersecurity Deliverables without Honeywell's express written permission; (iv) designate two (2) or more employees, executives, or agents who will respond to any Events and take recommended actions to mitigate harm to Buyer's network; (v) develop and adopt a written governance, risk and compliance policy or policies, approved by a senior officer or Buyer's board of directors (or an appropriate committee thereof) or equivalent governing body, setting forth Buyer'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 Buyer's Cybersecurity Policy, IRP, and business continuity or disaster recovery plans upon Honeywell's request.

## 15. HAZARDOUS SUBSTANCES, MOLD, & UNSAFE WORKING CONDITIONS.

a. **No Existing Hazardous Substances or Mold.** Buyer represents and warrants that it has not received notice from any source (formal or informal) of, nor is it aware of: (i) 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 site(s) where Honeywell will provide Services or Products, or within furniture, fixtures, equipment, containers or pipelines in any of Worksite Location(s); or (ii) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or mold on or within such locations.

b. **No Obligation to Test, Remediate, or Advise.** Buyer represents that Buyer 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 Buyer 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 Deliverables, 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. Honeywell is also not responsible for testing or determining whether any equipment or the temperature, humidity and ventilation settings used by Buyer, are appropriate for Buyer 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.

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

d. **Buyer Refrigerant Obligations.** Buyer is responsible for the containment of any and all refrigerant stored on or near the location(s) for Honeywell's performance. Buyer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

e. **Buyer Safety Obligations.** Buyer will also maintain a safe workplace for performance of the Services and provision of the Products 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. Buyer will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm.

f. As defined herein, "**Hazardous Substances**" means 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.

**g.** As used herein, "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.

## 16. CANCELLATION, TERMINATION & RENEWALS.

**a. Cancellation.** Orders are non-cancellable, and payments are non-refundable, unless otherwise agreed by Honeywell in writing. Honeywell may, in Honeywell's sole discretion, accept an Order cancellation for Deliverables not yet provided, subject to payment of cancellation charges or fees as determined by Honeywell, but in no event less than (a) 100% of the amount owed under for any custom, discontinued, special or Third-Party Products, or (b) 30% of the amount owed for any other standard Deliverable. If the cancellation fees and costs are not paid in full by Buyer, or if Honeywell has already purchased of any portion of the Products in an Order or already begun performance of any Services, Honeywell may elect to ship the Products or complete the Services and invoice the Buyer for the full amount owed under the Order in lieu of assessing the cancellation fee. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Honeywell's salvage, storage, or resale of Products might be impossible or impracticable and that if Buyer is responsible for transportation (or arranging for transportation) of Product(s) and fails to do so by the agreed pick-up date, Honeywell may, at Buyer's cost and without modifying or affecting the title, risk of loss, and delivery terms under this Agreement, secure transportation to deliver the product to Buyer's location or secure reasonable storage facilities to warehouse the Product(s). Honeywell may cancel Product Orders at any time prior to shipment due to an Excusable Delay event.

**b. Termination.** Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Buyer upon the occurrence of any of the following events: (a) Buyer fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than sixty (60) days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in Honeywell's sole discretion, in which case termination is effective immediately); (b) Buyer fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement except as provided in Section 26(f) (Assignment); (d) Buyer experiences one or more of the of the following insolvency-related circumstances: (i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors, or (v) there is an adverse change in Buyer's creditworthiness or an attempt to obtain protection from creditors or wind down operations; (e) Buyer violates the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act; or (f) Buyer engages in any conduct or practice which, in Honeywell's sole discretion, is or could be detrimental or harmful to the good name, goodwill, or reputation of Honeywell or its Deliverables.

**c. Effect of 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 a Party may be entitled to under this Agreement or in law or equity, including payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Upon termination, cancellation, or expiry: (a) Buyer 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. The rights of termination provided in this clause are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity, including payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Honeywell may suspend performance under this Agreement at Buyer's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**d. Automatic Renewals.** With respect to Maintenance Services, this Agreement will automatically renew for consecutive one (1) year terms, unless terminated earlier by either Party. Honeywell will provide Buyer with an annual renewal notification ("**Renewal Notice**") at least sixty (60) days prior to the end of the initial term or any renewal term. The

Renewal Notice will amend this Agreement to incorporate Honeywell's then-current pricing and Honeywell's then-current Building Solutions Terms & Conditions of Projects and Services (available at <https://buildings.honeywell.com/us/en/support/legal/legal-documents-global>). To the extent Buyer does not agree to the pricing or the then-current Honeywell Building Solutions Terms & Conditions of Projects and Services set forth in the Renewal Notice, Buyer must notify Honeywell within thirty (30) days after receipt in a manner consistent with the requirements set forth in the relevant Renewal Notice. If Buyer fails to provide such notice, Honeywell will invoice Buyer and Buyer's subsequent payment or Honeywell's continued Maintenance Services will be deemed acceptance of the updated pricing and then-current Honeywell Building Solutions Terms and Conditions. Unless otherwise agreed in writing, if Buyer fails to pay for Maintenance Services within thirty (30) days after invoicing at the renewal rate, Honeywell may cease all Maintenance Services and be paid for any outstanding Maintenance Services fees.

## 17. ACCEPTANCE.

**a. Evaluation Materials.** Buyer's access to an evaluation or trial use of Products ("**Evaluation Materials**"), is limited to evaluating the Products provided for Buyer's internal, non-production use during the time period stated, or if not stated, for thirty (30) days. Additional restrictions regarding Evaluation Materials, including, without limitation any requirements to return or uninstall such Evaluation Materials, may be listed in an Order or in the relevant Software EULA. Without limiting any other disclaimers in this Agreement, the Evaluation Materials are provided "AS IS," without any acceptance criteria or testing, indemnification, support, representation, warranty or other obligation of any kind (express, implied, or statutory).

**b. Acceptance of Install Services.** Unless test and acceptance criteria are otherwise explicitly stated and defined in a Proposal or a written, signed amendment to this Agreement, which shall take precedence over any conflicting provision of this Section, upon receipt of notice by Honeywell that the Install Services are ready for final inspection and acceptance, Buyer will make such final inspection and issue acceptance within three (3) business days. If Buyer fails to make a final inspection or fails to make it in a timely manner, the Install Services will be deemed accepted and any final payment obligations of Buyer will be come due. Buyer further any partial or agrees that partial or beneficial use of the Install Services by Buyer or any End User, at any time, will constitute final acceptance of the Install Services under this Agreement If Buyer timely inspects and finds the Install Services unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Buyer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Honeywell may correct, replace or re-perform, at its option, the portions of Install Services giving rise to the non-acceptance. For avoidance of doubt, Buyer acknowledges and agrees that neither Software nor Maintenance Services are subject to acceptance criteria or testing.

**c. Acceptance of Products.** Buyer acknowledges and agrees that Software is not subject to acceptance criteria or testing. Buyer further agrees that partial or beneficial use of any Product(s) by Buyer, Buyer's customer, or any End User, including any placement of Software into a production environment at any time, will constitute final acceptance of such Product(s) under this Agreement.

**d. Improper Non-Acceptance.** Buyer shall be liable for all costs and expenses associated with any improper non-acceptance, including interest on late payments by Buyer, as well as any costs or expenses associated with improperly requiring Honeywell to correct, replace or re-perform. To the fullest extent permitted by law, Buyer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including attorneys' fees, that in any way result from or arise from Buyer's breach of this Section. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section shall be construed to require that Buyer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

## 18. WARRANTY & WARRANTY DISCLAIMERS.

**a. Warranty as Exclusive Remedy.** BUYER'S EXCLUSIVE REMEDIES, AS WELL AS ANY END USER'S EXCLUSIVE REMEDIES, AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY DELIVERABLE LICENSED OR SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION OR THE RELEVANT SOFTWARE EULA. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING 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 DELIVERABLES. NO EXTENSION OR

MODIFICATION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

**b. Non-Software Product Warranty.** Subject to compliance this Section, Honeywell warrants that non-Software Products will be free from material defects in workmanship and materials for one (1) year from delivery, or as otherwise agreed upon in a separate, written agreement between Honeywell and Buyer (the “**Product Warranty Period**”). This limited warranty does not cover Services (which is provided subject to the warranty in Section 18(d)), nor does it cover Software (which is provided subject to the terms of the relevant EULA). This limited warranty does not cover defects caused by normal wear and tear or maintenance. Honeywell’s sole liability and Buyer’s exclusive remedy, which shall be determined in Honeywell’s sole discretion, is limited to replacement or repair of the relevant non-Software Product(s) or a credit for the purchase price of the relevant non-Software Product, less depreciation. The Product Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted for the remainder of the original Product Warranty Period, if any. This warranty is non-transferable.

**c. Procedure for Non-Software Product Warranty Claims.** If, during the applicable Warranty Period, Buyer believes there is a defect in material or workmanship covered by the relevant Product warranty, Buyer must immediately discontinue use and notify Honeywell. Written authorization from Honeywell must be obtained prior to returning any Product(s) to Honeywell for warranty assessment. Return shipments and insurance must be prepaid by Buyer; products must be appropriately packed; and, returns must be made within thirty (30) days after Buyer identifies or should have identified the defect. 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 or (ii) in Honeywell’s sole discretion, credit Buyer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Buyer (at Honeywell’s expense). Honeywell will credit Buyer for its return shipping costs for any defective Products, but Buyer 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.

**d. Software Warranty.** Software is provided subject to the terms of the relevant EULA for the Software.

**e. Services Warranty.** Subject to compliance with this Section, Honeywell warrants that it shall perform all Maintenance Services in a professional and workmanlike manner during the term of an active Maintenance Services agreement with Honeywell (the “**Maintenance Services Warranty Period**”). Honeywell further warrants that all Install Services will be performed in accordance with the applicable Proposal and Product Documentation, to the extent the installation is a non-custom design, and shall be free from defects in workmanship for a period of one (1) year after such Install Services were performed (the “**Install Services Warranty Period**” and, together with the Maintenance Services Warranty Period, the “**Services Warranty Period**”). This limited warranty does not cover defects caused by normal wear and tear or maintenance, does not cover replacement of any Products, and does not cover any Cybersecurity Deliverables, which are provided without any warranty of any kind. Honeywell’s sole obligation and Buyer’s sole remedy under this warranty is to correct or re-perform defective Services, at Honeywell’s sole election, provided Buyer notifies Honeywell of defective Services within the Services Warranty Period. All Services corrected or re-performed are warranted only for remainder of the original Services Warranty Period.

**f. Warranty Exclusions.** THIS WARRANTY IS VOID WITH RESPECT TO ANY DELIVERABLE THAT IS: (i) altered or repaired by anyone other than Honeywell’s authorized employees or agents; (ii) used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation, applicable training, technical bulletins, or notifications of vulnerabilities or technical issues related to any Product, as well as installing all recommended patches or updates to any Software or device; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Product (including damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Honeywell’s control, including Buyer’s failure (or that of its customers or an End User) to apply required or recommended updates or patches to any Software or device in any network environment not controlled by Honeywell; or (iv) made or provided by a third-party. No warranty in Section 18 is transferable.

**g. Warranty Disclaimers.**

- i. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE DELIVERABLES, INCLUDING WARRANTIES OF NON-

INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PURPOSE, AND WITH RESPECT TO HAZARDOUS MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT (A) THE DELIVERABLES WILL MEET BUYER'S OR END USER'S REQUIREMENTS, FUNCTIONAL NEEDS; (B) THAT ANY SPECIFIC RESULT OR OUTCOME WILL BE PROVIDED BY ANY PRODUCT OR SERVICE PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT; (C) ANY DELIVERABLE WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, DEATH, PROPERTY LOSS, DATA LOSS, BUSINESS INTERRUPTION, OR OTHER DAMAGE; OR (D) THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

- ii. BUYER ACKNOWLEDGES THAT PRODUCTS MAY NOT BE INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE FAILURES, TIME DELAYS, ERRORS, OR INACCURACIES IN THE PRODUCTS, DATA, OR RELATED OUTPUTS COULD LEAD TO INJURY, ILLNESS, DEATH, BUSINESS INTERRUPTION OR ENVIRONMENTAL DAMAGE, AND BUYER ASSUMES THE RISK OF THE SAME. BUYER FURTHER ACKNOWLEDGES THAT THE CYBERSECURITY DELIVERABLES ARE EXPRESSLY EXCLUDED FROM ANY WARRANTY AND THAT ITS ONLY REMEDY IS AS SET FORTH IN SECTION 14 HEREIN.
- iii. THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS (E.G., LIGHTBULBS, BATTERIES, AND STORAGE CAPACITORS), AND SPARE PARTS NOT MANUFACTURED BY HONEYWELL. HONEYWELL MAKES NO WARRANTIES THAT ANY SOFTWARE, INCLUDING EMBEDDED SOFTWARE, WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS PURCHASED FROM HONEYWELL HEREUNDER (TO THE EXTENT SPECIFIED IN THE DOCUMENTATION).
- iv. HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY, DATA LOSS OR DISCLOSURE, OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE INTERNET, (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT OR MONITORING NOT PROVIDED BY HONEYWELL, (D) ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (E) BUYER'S OR ANY USER'S NEGLIGENCE, (F) THE FAILURE OF BUYER OR ANY USER TO FOLLOW PUBLISHED DOCUMENTATION; (G) MODIFICATIONS OR ALTERATIONS OF PRODUCTS NOT MADE BY HONEYWELL; (H) LOSS OR CORRUPTION OF DATA; (I) UNAUTHORIZED ACCESS VIA BUYER'S CREDENTIALS; OR (J) BUYER'S OR END USER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

## 19. INDEMNIFICATION.

a. In addition to any other Buyer indemnification obligations in this Agreement, Buyer will defend, indemnify, and hold harmless Honeywell and its related entities' directors, employees and subcontractors from and against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "**Claims**") arising out of allegations of (i) Buyer's breach of its obligations under this agreement, (ii) damage due to the existence of mold or Hazardous Substances at a site where Honeywell or its Suppliers are providing Deliverables (whether or not Buyer provides Honeywell advance notice of the existence and regardless of when the Hazardous Substance is discovered or occurs), and (iii) Buyer's negligence or willful misconduct resulting in personal injury, death, loss or damage to property arising out of this Agreement (including with respect to Honeywell's or its Suppliers' respective employees, representatives, and agents).

b. In addition to any other Honeywell indemnification obligations in this Agreement, Honeywell will defend, indemnify, and hold Buyer and any End User, and their respective directors, employees, and subcontractors harmless from and against any third-party Claims for (i) Honeywell's negligence or willful misconduct resulting in personal injury, death, loss or damage to property arising out of this Agreement (including with respect to Buyer's or any End User's respective employees, representatives, and agents).



c. In connection with the indemnification obligations in this Section, the Parties agree to the following “**Indemnification Procedures**”: (i) the indemnitor will be entitled to control the defense and the indemnitee(s) shall give prompt notice of any Claim; (ii) any indemnitee will reasonably cooperate in defense of the claim including promptly furnishing all relevant information within its possession, custody, or control; (iii) any indemnitee may participate in the defense, but it shall be at its own expense; and (iv) the indemnitor may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of the relevant indemnitee(s), which approval may not be unreasonably withheld, conditioned or delayed.

**20. INTELLECTUAL PROPERTY.** The provisions of this Section shall survive termination of this Agreement.

**a. Title to Intellectual Property.** No right, title or interest in underlying intellectual property of the Deliverables (“**Intellectual Property**”) is transferred to Buyer under the Agreement, other than the limited license rights granted via this Agreement and any EULA (which remain subject to full payment and compliance with the terms thereof). This includes Intellectual Property existing prior to, or created independently of, the performance of the Agreement (but excluding Input Data). All Intellectual Property in and to the Deliverables remains the property of Honeywell and constitute Honeywell Confidential Information, including, but not limited to, (i) Product, Software, models, designs, drawings, documents, inventions, Special Tooling, and know-how (“**Inventions**”), conceived or developed by Honeywell in connection with the Agreement; (ii) derivative works, modifications and improvements on the Inventions (“**Improvements**”); and (iii) know-how and information that is developed by Honeywell and its related entities (or agents thereof) by analyzing Input Data (as defined and described below) or generated via, or derived from, providing or supporting the Deliverables (“**Know-how**”). Notwithstanding the foregoing, subject to Buyer’s compliance with the terms and conditions of this Agreement (including, without limitation, acceptable uses under any EULA), Honeywell hereby grants to Buyer a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use the Deliverables and Inventions (and, if separately agreed in writing, the Know-how), solely for business purposes as set forth in any valid Order or Proposal. Buyer grants to Honeywell a royalty-free, sublicensable, non-exclusive license during the Term to Buyer intellectual property needed to perform under this Agreement. Buyer warrants that it has secured all necessary rights (including rights to sublicense) and licenses to third party software and/or intellectual property necessary for Honeywell to perform under this Agreement.

**b. Data.** Buyer retains all rights that Buyer already holds in any data that Buyer, End User, or their respective agents or representatives input, upload, transfer, or make accessible in relation to the Deliverables, including, without limitation any data that is collected by the Products or via performance of the Services (“**Input Data**”). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise process Input Data to provide, protect, improve, or develop Honeywell’s offerings. In accordance with Section 21 (Data Privacy) below, Buyer 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. Honeywell and its related entities may also process Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer, any End User, or any data subjects. Buyer will, at Buyer’s cost and expense, defend, indemnify and hold harmless Honeywell, its related entities, and their respective representatives and subcontractors from and against all Claims arising out of their possession or processing of Input Data in accordance with 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. Unless agreed in writing, Honeywell does not archive Input Data for Buyer’s future use. Buyer consents to any transfer of Buyer’s Input Data outside of its country of origin, subject to Section 21 (Data Privacy) below.

**c. Trademarks.** Buyer acknowledges that Honeywell is the owner of all right, title, and interest in, and to, its trademarks, trade names, service marks, logos and related designs associated with the Honeywell and the Deliverables (“**Trademarks**”). Unless Buyer enters into a separate written agreement with Honeywell, it may not use the Trademarks or benefit from any goodwill associated with the same. This includes, but is not limited to, Buyer not (i) using any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (ii) making any representation to the effect that the Trademarks are owned by Buyer rather than Honeywell; (iii) attempting to register Trademarks in any country or challenge Honeywell’s ownership of the same; (iv) using any domain name incorporating in whole or in part the Trademarks; or (v) using any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks.

**d. Feedback.** If Buyer provides any improvements, suggestions, information or other feedback concerning the Deliverables (“**Feedback**”), then Buyer hereby grants to Honeywell and its designees a worldwide, irrevocable, royalty-free,

fully paid-up, sublicensable (through multiple tiers), perpetual right and license to exploit any Feedback for any purpose without restriction or obligation. Feedback will not be considered Buyer's Confidential Information or trade secret.

**e. Intellectual Property Indemnification.** Honeywell will defend Buyer, its Affiliates and subcontractors against any third-party suit alleging that Buyer's use of the Deliverable (as provided by Honeywell) in accordance with this Agreement, directly infringes any United States third-party patent or copyright, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Buyer resulting from such suit; provided that Buyer promptly notifies Honeywell when it is apprised of the claim and provides complete authority, information, and assistance (at Honeywell's expense) as to the defense and disposition via counsel of Honeywell's choice. Honeywell will not be responsible for any compromise, settlement, attorneys' fees, expenses, damages, or costs incurred by Buyer without Honeywell's involvement and prior, written consent. Honeywell has no obligation or liability for claims arising out of the following: (a) Deliverables made to Buyer's designs, drawings, or specifications; (b) use of Deliverables in any process or in any manner not supported by the applicable Documentation; (c) combination or use of any Deliverable with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version or the failure to install any updates, upgrades, error corrections, changes, or revisions provided by Honeywell or its authorized representatives; (e) data, designs, drawings, or specifications Buyer, End User, or their respective representatives, agents, or suppliers provide; (f) Buyer's use of the outputs of the Deliverables; (g) any alteration, customization, or other modification of the Deliverable other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Deliverables. Further, Buyer agrees to defend, indemnify and hold the Honeywell Indemnitees harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a)-(h) of this Section, as per the Indemnification Procedures of Section 19 (Indemnification). If a claim of infringement is made for which Honeywell has indemnification obligations or if Honeywell believes that such a claim is likely, Honeywell may, at its sole option and expense, (i) procure for Buyer the right to continue using the Deliverable or obtain a license to a reasonable substitute; (ii) replace or modify the Deliverable so that it is non-infringing; or (iii) in the case of Products and Software, require Buyer to return the Product (and terminate Buyer's license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation and pro-ration of license fees for Software use. Further, Honeywell may cease shipping Products and Software it believes may be subject to a claim of infringement without being in breach of this Agreement. If the final judgment assessed against Buyer is based on the revenue generated from the use of the Offering, as opposed to from the sale of the Deliverable by Honeywell to Buyer (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 Buyer to Honeywell for the Deliverable that gave rise to the claim. This Section shall be subject to Honeywell's rights under Section 25 (Limitation of Liability). THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF IP INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

**f. Intellectual Property Protection.** No right, title or interest in Honeywell Intellectual Property associated with Services provided by Honeywell is transferred to Buyer under the Agreement, including Honeywell Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived, or developed in connection with the Agreement, including any Buyer suggestions, comments, or feedback regarding the Services, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.

## 21. DATA PRIVACY.

**a.** As used herein, "**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); and "**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 Buyer to Honeywell in relation to the Deliverables for the purposes of providing, improving, or developing Honeywell Products and Services.

b. Each Party will process 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 to any data subjects, to the extent applicable).

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 exhibit 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. Further, if Honeywell processes Personal Data on Buyer's behalf under this Agreement, it shall process any such Personal Data for the purposes of providing, improving, and/or developing its Deliverables, in accordance with the Honeywell Privacy Statement and Honeywell's Data Processing Agreement (available at <https://www.honeywell.com/us/en/company/trust-center>), which is hereby incorporated by reference into the Agreement in its entirety as if set out in full as an exhibit to this Agreement.

## 22. COMPLIANCE.

a. **General.** Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct"), available at <https://www.honeywell.com/us/en/company/integrity-and-compliance>. Buyer further acknowledges and agrees that it shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting this Agreement, the Deliverables (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and federal, state and local taxes applicable to its business as the same shall become due and paying all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Buyer's confirmation of and agreement with the representations and warranties set forth in the following subparagraphs. Buyer will defend, indemnify and hold the Honeywell Indemnities harmless from and against any Claims arising out of Buyer's non-compliance with this Section and its subparagraphs, pursuant to the Indemnification Procedures of Section 19 (Indemnification).

b. **Sanctions Compliance.** Buyer represents, warrants, and agrees that:

- i. Buyer 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**"), or any other sanctions list administered by the United Nations, the European Union and its Member States, the United Kingdom, Switzerland, Canada, Australia, or the United Nations ("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, but subject to change Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions) ("**Sanctioned Jurisdictions**"); (3) controlled or owned, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing; and/or (4) organized under the laws of, ordinarily resident in, or located in an unauthorized jurisdiction, including Russia; Belarus; and the Zaporizhzhia and Kherson regions.
- ii. Relating to the utilization of Honeywell products, software, services, proprietary information, and technology, both Parties will comply with all Sanctions Laws. Buyer will not, directly or indirectly, 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, for, or involving Sanctioned Jurisdictions, Russia or Belarus; or (ii) for any other purposes prohibited by any Sanctions Laws. Honeywell will not source any components, technology, software, or data: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

- iii. To the extent applicable, Buyer agrees to comply with any government authorization under Sanctions Laws, including any authorization issued by OFAC in all activities involving Honeywell products, technology, software, or proprietary information. Specifically, Buyer agrees not to remove, extract, disassemble, or otherwise disassociate any Honeywell products, technology, software, or proprietary information from an Aircraft and store, sell, export, re-export, divert, or otherwise transfer any Honeywell products, technology, software or proprietary information in, within, from, or to a Sanctioned Jurisdiction.
- iv. Buyer is responsible for conducting on-going screening and monitoring and ensuring all end users or other involved third parties are not Sanctioned Persons. Buyer is responsible for flowing down the obligations of this clause to all end users and/or other involved third parties, as applicable. Following reasonable prior notice from Honeywell, Buyer will allow Honeywell (acting itself or through its independent auditors), during normal working hours, to access any of Buyer's systems, personnel, accounts and/or records (subject to reasonable and relevant security clearances) as may be reasonably required in order to verify that Buyer is in compliance with this clause.
- v. Buyer's, any end user's, or other involved third party's failure to comply with this provision will be deemed a material breach of the Agreement, and Buyer will notify Honeywell immediately if Buyer, any end user, or other involved third party violates, or reasonably believes that it will violate, any terms of this clause. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

**c. Export and Import Compliance.** Buyer will not distribute, resell, export or re-export any Products, technical data, Software, plans, or specifications pertaining to the Deliverables ("**Restricted Items**"), or take any actions in relation to or in furtherance of this Agreement which are contrary to U.S. Department of State International Traffic in Arms Regulations ("**ITAR**") or the U.S. Department of Commerce Export Administration Regulations ("**EAR**") or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, "Export/Import Control Laws"). Buyer acknowledges that Export/Import Control Laws may control not only the sale, resale, export and re-export of Products but also the transfer of other Restricted Items. Buyer agrees that it will not sell, re-sell, export, re-export or otherwise transfer any of the Restricted Items in any form, either directly or indirectly, in violation of any Export/Import Control Laws. Further, Buyer shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Buyer further acknowledges that U.S. Export/Import Control Laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); prohibitions against sales of ITAR product to any country with which the U.S. maintains an arms embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions. Buyer will immediately notify Honeywell and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. Honeywell will apply for United States Government export authorizations required for delivery of any goods, services or technical data under this Agreement. Buyer will promptly provide all information required by Honeywell to complete the authorization application. Buyer will apply for all other necessary import, export or re-export approvals.

Honeywell will not be liable to Buyer for any failure to provide any Deliverable or other Restricted Item as a result of government actions that impact Honeywell's ability to perform, including:

- i. The failure to provide or the cancellation of export or re-export licenses;
- ii. 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
- iii. Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.
- iv. If Buyer designates the freight forwarder for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Buyer's designated freight forwarder with required commodity information.



## d. Anti-Bribery & Anti-corruption Laws.

- i. Honeywell International Inc. is subject to national and international laws prohibiting bribery and corruption. Because Honeywell International Inc. is a U.S. company, its employees and related entities, as well as all consortium bidding partners and any third party acting on its behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.
- ii. Buyer 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 the Honeywell Anticorruption Policy, which is available at <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/hon-anticorruption-policy.pdf>.
- iii. Buyer agrees that in connection with its activities under this Agreement, neither Buyer nor any agent, related entity, employee, or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.
- iv. 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 financial, legal, tax, accounting, operational, labor, and regulatory information. Buyer will retain and preserve all records and materials including invoice records, pertaining to the Deliverables provided under this Agreement 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.
- v. In the event that Honeywell determines, in its sole discretion, that the Buyer has engaged in conduct that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate this Agreement.
- vi. If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise (A) Honeywell's Chief Compliance Officer, (B) any member of Honeywell's Integrity and Compliance Department or (C) the Honeywell Access Integrity Helpline ([AccessIntegrityHelpline@honeywell.com](mailto:AccessIntegrityHelpline@honeywell.com)). Buyer agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.

**e. EU WEEE Directive.** To the extent applicable, Buyer agrees to comply with the European WEEE Directive 2012/19/EU or any other applicable law or regulation concerning the financing and organization of the disposal of waste electrical and electronic equipment, including responsibility for (i) all costs and liabilities associated with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations. Buyer shall indemnify Honeywell for all such costs and upon reasonable evidence of Honeywell having to incur any such costs. Buyer shall reimburse Honeywell within thirty (30) days of receipt of an invoice regarding the same.

## f. Compliance Audit.

- i. **Generally.** Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this Section. Honeywell, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Buyer will provide reasonable assistance to Honeywell to complete such audit.
- ii. **Software Deliverables.** As it applies to any Deliverable involving Software, Buyer will maintain complete, current, and accurate records documenting the location, access and use of the Deliverable. During the Term and for 2 years thereafter, Honeywell may: (A) require Buyer to send written certification of compliance with the terms and conditions of this Agreement within thirty (30) days of request; and (B) upon reasonable notice, audit the Buyer's records and electronic logs to verify Buyer's access to and use of any Deliverables and Buyer's compliance with the terms and conditions of this Agreement. Buyer 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 an audit reveals underpayment, Buyer will promptly pay the underpaid fees and related maintenance and

support fees. If underpayment is 5% or more of the fees for the Deliverable in any 3-month period, Buyer will reimburse audit costs and audit-related expenses.

**g. Non-Compliance.** Buyer's failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all applicable laws, including Sanctions Laws, Export/Import Control Laws and anti-corruption laws, without Honeywell incurring any liability.

**23. INSURANCE.** All insurance required in this Section 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. If a self-insured program is implemented, either Party will provide adequate proof of financial responsibility.

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

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

**b.** Buyer shall, at its own expense, carry and maintain at all times during the duration of this Agreement, with carriers with a minimum "A -, X" by AM Best or equivalent rating agency, its own commercial general liability and property insurance in an amount customary for the size of Buyer's business and properties. This shall include, but not be limited to the following:

- i. Workers' compensation insurance as required by law for all employees; and Employer's Liability insurance in an amount not less than \$1,000,000 per accident/per employee. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Buyer is domiciled.
- ii. Commercial general liability insurance, on an occurrence basis, including premises, products/completed operations, personal injury, and contractual liability, at a minimum combined single limit for bodily injury and property damage of \$5,000,000 per occurrence and in annual aggregate.
- iii. Business automobile liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in the performance of the work with a combined single limit for bodily injury and property damage of \$5,000,000 per occurrence.
- iv. "All Risk" Property and/or Cargo Insurance covering all of Buyer's equipment, property and tools used in the services and property which is subject to the risk of loss provision (Shipping Terms, Title, and Risk of Loss) outlined in this Agreement. Such insurance shall cover all property at full replacement value.
- v. Professional Liability Insurance with a minimum limit of \$5,000,000 per claim providing coverage for Buyer's errors and omissions in connection with the performance of Buyer's services during and for a period of at least three years after completion of said services
- vi. Professional liability including technology errors & omissions insurance with a minimum limit of \$5,000,000 per claim providing coverage for errors, omissions, or negligence in connection with the performance of Buyer's professional/technology based services or the failure of a technology product provided by Honeywell to perform as intended, for a period of at least five (5) years after completion of said services or usable life of the product. The coverage required in the foregoing Section (v) shall also include cyber liability coverage with computer network security liability and privacy liability coverage.

- vii. Environmental Impairment/Pollution Legal Liability Insurance including coverage for contractual liability assumed in this Agreement with limits of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate; and
- viii. It is the responsibility of the Buyer to carry any other insurance required by law in the territory, state or jurisdiction where services provided in this Agreement are to be performed; (ii) require the carrier to notify Honeywell at least 30 days prior to any expiration or termination; and (iii) name Honeywell as an additional insured.

**24. CONFIDENTIALITY.** Honeywell may provide Buyer certain information during the performance or fulfillment of this Agreement that is non-public or not generally known, including financial information, trade secrets, know how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies (“**Confidential Information**”). All Confidential Information provided in connection with this Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by this Agreement and shall be protected as confidential by Buyer using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of three (3) years following the date of disclosure. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Buyer, (b) already known to Buyer at the time of disclosure through no wrongful act of Buyer, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Buyer. Buyer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Buyer may disclose Confidential Information (i) to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging this Agreement and complying with its legal obligations, and (ii) in response to a court order, government request, or other legally required request where it (A) provides Honeywell with sufficient notice and an opportunity to object to such disclosure (where possible) and (B) makes the disclosure subject to a protective order or other similar confidentiality restrictions. After termination or expiration of this Agreement and upon written request of Honeywell, Buyer will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

## **25. LIMITATION OF LIABILITY.**

**a.** IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM HONEYWELL’S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS, ACCESS TO, OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL, EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.

**b.** ALL DELIVERABLE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION 18 (WARRANTY & WARRANTY DISCLAIMERS) OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY BUYER ON HONEYWELL PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY DELIVERABLES, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

**c.** HONEYWELL’S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES’ RELATIONSHIP, THE SALE OF NON-SOFTWARE PRODUCTS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE ORDER FROM WHICH THE CLAIM ARISES. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. HONEYWELL’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO SOFTWARE PRODUCTS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) THE TOTAL AMOUNTS PAID FOR THE SOFTWARE THAT GAVE RISE TO LIABILITY DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. NOTWITHSTANDING THE FOREGOING, HONEYWELL’S LIABILITY UNDER EVALUATION, BETA, OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000.

**d. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.**

**e.** The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The parties agree that Honeywell's prices for the Deliverables provided hereunder are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the parties.

## **26. MISCELLANEOUS PROVISIONS.**

**a. Term.** This Agreement commences on the Effective Date and continues for the duration in the applicable Order or completion of the final Deliverable (or, if unstated, for 36 months) (the "**Term**") unless terminated earlier or extended in accordance with this Agreement. For avoidance of doubt, for Maintenance Services which automatically renew pursuant to Section 16(c), the initial Term will be as stated in the initial Order and renewal terms will be subject to the then-current Honeywell Terms and Conditions of Projects and Services provided in the Renewal Notice.

**b. Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification is in writing and duly executed by authorized representatives of both Parties hereto.

**c. Conflicts.** In the event of a conflict between the terms of any Proposal, any Order, and the terms of this Agreement, the order of precedence shall be determined based on the subject matter at issue as follows: (1) for conflicts concerning the scope, quantity, or price of the Deliverables, the accepted Order(s) shall govern; (2) for conflicts concerning the specifications for Deliverables, the Proposal shall govern, except with respect to Software, wherein the EULA and Software Documentation will govern; and (3) for all other conflicts, this Agreement shall govern.

**d. Independent Contractor.** The Parties acknowledge that they are independent contractors and not the legal representative, agent, partner, employee, franchisee, joint venture or other representative of the other, and neither Honeywell and its Suppliers or Buyer, 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 the other for any purpose, including tax and social security coverage and withholding, or any employee benefits. Except as provided herein, neither party has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect whatsoever. Neither party shall hold itself out as, or represent to any third party that it is, affiliated with the other party in any way. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Deliverables.

**e. Assumptions.** Unless otherwise expressly agreed in this Agreement, references to standards or codes are intended to refer the latest relevant editions or revisions. The pricing breakdowns listed herein, if any, are for accounting purposes only and should not be considered as stand-alone prices. All buyout items or labor included herein are subject to change at the time Honeywell places the order with the applicable vendors. Any adjustment in price and/or lead time will be reflected in a Change Order. Any references to testing obligations herein do not include any additional testing over and above that expressly defined herein.

**f. Assignment.** Honeywell may assign or transfer this Agreement and assign its rights and delegate its obligations. Buyer shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Honeywell's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, Honeywell may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

Without limiting the generality of the foregoing, Honeywell may assign this Agreement and its rights relating to payment for sales made under this Agreement without Buyer's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Honeywell that precludes disclosure of any Buyer confidential information to any third party without Buyer's consent.



**g. Severability.** If any provision of this Agreement is held to be void or unenforceable, such provision will be deemed stricken or modified to the extent necessary to make it lawful, and all other provisions of this Agreement shall remain in full force and effect.

**h. 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.

**i. Notices.** Except for notices sent via e-mail (which are deemed received upon the receiving party sending a non-automated response confirming receipt of the notice), all notices under this Agreement shall be sent by certified mail (postage pre-paid and return receipt requested) or via a commercial overnight carrier (with written deliver confirmation) to the addresses and persons listed on the first page of this Agreement. All notices shall be deemed to have been received on the date evidenced by the receipt of delivery. For legal notices related to this Agreement send an additional copy to Honeywell at: 715 Peachtree Street NE, Atlanta GA 30308, Attn: General Counsel.

**j. 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 Buyer pursuant to this Agreement shall terminate upon Honeywell's termination for Buyer's default based on Buyer's failure to pay Honeywell in accordance with this Agreement.

#### **k. Governing Law and Disputes.**

- i. This Agreement, and the relationship between the Parties, will be governed by and construed in accordance with the laws of England and Wales without regard to its conflicts of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and The Contracts (Rights of Third Parties) Act 1999 and any successor law to either will not apply to this Agreement.

All disputes arising out of or in connection with this Agreement other than claims related to Honeywell's intellectual property rights (or those of any of its licensors, affiliates and partners), which may be adjudicated in any court of competent jurisdiction in Honeywell's sole discretion shall be finally settled under the Rules of Arbitration of the London Court of International Arbitration by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be London, England. The language of the arbitration shall be English.

Before any of the Parties initiates any dispute resolution process under the terms of this Agreement other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within (30) thirty days of receipt of the other Party's written request. If the matter is not resolved by good faith negotiations within 15 (fifteen) days of receipt of the end of the conference, then either Party may pursue resolution of the dispute consistent with the other terms of this Agreement.

Nothing in this clause shall be construed as prohibiting a Party from applying to a court for interim injunctive relief.

- ii. **Mutual Discussions.** Prior to filing any lawsuit, the Parties shall attempt in good faith to settle such any dispute by mutual discussions within ten (10) business days after the date that a Party gives written notice of the dispute to the other Party in sufficient detail for the recipient to understand the provider's position; provided, however, that, if the dispute involves a Change Order or the amount of an invoice, after five (5) business days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the dispute to its satisfaction, such Party may immediately elevate the matter pursuant to Section 26(k)(iii) below.
- iii. **Elevation to Executive Officers.** If the dispute is not resolved via Section 26(k)(ii), either Party may refer the Dispute to executive officers of the respective Parties for further consideration. If an executive officer intends to be accompanied at a meeting by legal counsel, the other Party's executive officer shall be given at least three (3) business days' notice of such intention and may also be accompanied by legal counsel. All discussions conducted pursuant to this Section will be deemed confidential and shall be treated as compromise and settlement negotiations under any applicable rules of evidence. If such executive officers are unable to reach

agreement within ten (10) business days, or such longer period as they may both agree, then either Party may initiate suit.

**l. 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. Notwithstanding the foregoing, Honeywell may list Buyer and its logo as a customer on Honeywell's website and in marketing materials.

**m. Non-Solicitation of Employees.** Except to the extent such restriction is prohibited under applicable law, Buyer will not solicit, nor enter in a consulting relationship with, any Honeywell employee who is involved in performing Services within 12 months after such person has completed their involvement unless such person responds to a general recruitment advertisement or campaign.

**n. 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 Buyer's remedy will be a refund of the price paid.

**o. No 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. Buyer further acknowledges and agrees that Honeywell may have portions of the Deliverables provided by Suppliers. No contractual relationship shall exist between Buyer and any Supplier with respect to those Deliverables, and no Supplier is intended to be or shall be deemed a third-party beneficiary of this Agreement.

**p. Legal Advice Disclaimer.** Buyer acknowledges and agrees that Honeywell does not and shall not provide Buyer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Buyer uses the Offering, including those related to data privacy or medical, pharmaceutical or health related data. Buyer acknowledges that the Deliverable has functionality that may be used in ways that do and do not comply with such laws, rules or regulations. It is Buyer's sole responsibility to monitor its (including its users') compliance with all such relevant laws, rules or regulations. Buyer is solely responsible for such Buyer-specific use decisions and Honeywell and its Affiliates disclaim all liability for such decisions.

**q. Enforceability.** The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. If any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of this Agreement will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted.

**r. Counterparts.** The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

## EXHIBIT A – SOFTWARE

The terms in this Exhibit A govern all Software Orders, including without limitation SaaS (each, a “**SaaS**”) and shall be deemed to be additive to those obligations listed in the Agreement. To the extent any term in this Exhibit A conflicts with the Agreement, it shall be interpreted as set forth in Section 26(c) (Conflicts) of the Agreement. Capitalized terms not defined herein shall have the meanings set forth in this Agreement.

**1. EULA Terms Incorporated By Reference.** To the extent the Deliverables include Software, the EULA(s) for the relevant Software Product(s) is/are available at <https://buildings.honeywell.com/us/en/legal/eula> and is/are hereby incorporated by reference into the Agreement in its entirety as if it were an exhibit hereto.

### **2. Buyer’s Rights & Obligations.**

**a.** Except for the rights expressly granted in this Exhibit A, Honeywell does not grant, license or transfer to Buyer or any other third-party any rights to Software or any of its intellectual property or any right to integrate any other software or products into Honeywell’s Products, whether by implication, estoppel or otherwise. Only with express consent of Honeywell may Buyer provide Software to a specified Buyer Affiliate, customer, or End User (each, a “**Subscriber**”). Buyer is NOT otherwise permitted to otherwise resell, license, market, or otherwise attempt to transfer any Software, whereby any such attempt will be void and Honeywell will be permitted to terminate access to the Software and pursue all rights and remedies available under this Agreement or at law. Honeywell expressly reserves the right to contract with others, act on its own, through third parties, or Honeywell Affiliates, to market, promote, sell, support, and enable access and use of its Software in any location or territory.

**b.** To the extent Honeywell consents to Buyer (or to its employees, agents, or representatives) providing any Software to a Subscriber, Buyer agrees that, prior to providing access to the relevant Software, it shall enter into a written agreement with the Subscriber relating to the Software (each, a “**Customer Agreement**”) that:

- i. legally binds Subscriber by incorporating the following “**Honeywell Terms**”: (i) the terms of this Exhibit A, (ii) the relevant EULA(s) located at <https://buildings.honeywell.com/us/en/legal/eula>, or such other URL provided by Honeywell on the applicable Proposal or Order, (iii) any other product-specific Documentation, and (iv) any other billing terms or use restrictions applicable to the Software offering;
- ii. specifies, that to the extent there is any conflict between any of the terms of the Customer Agreement and the Honeywell Terms, the Honeywell Terms shall take precedence and govern all access to and use of the Software; and
- iii. obtains Subscriber’s agreement that it has reviewed, accepts, and will comply with the Honeywell Terms prior to accessing the Software and at all times thereafter.

**c.** In the event Honeywell updates any of the Honeywell Terms, and Buyer continues to act as an agent, representative, or administrator of any Subscriber as to the Software, Buyer agrees to pass through the then-current version of the Honeywell Terms to such Subscriber as-is, without making any amendments, alterations, or other changes to the same without the prior, express, written agreement of Honeywell. Buyer shall designate Honeywell as a third-party beneficiary solely as it relates to the enforcement of the Honeywell Terms in the applicable Customer Agreement. For avoidance of doubt, to the extent Buyer is granted access to any Software, whether through Buyer’s own account, a Subscriber’s account, or otherwise, such access is similarly subject to the Honeywell Terms and Buyer agrees to comply with the same.

**d.** Buyer and Subscribers shall not remove, modify or obscure any intellectual property right notices. SaaS may include open-source software (“**OSS**”) and 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. If required by Honeywell’s written contract with them, certain of Honeywell’s licensors are third-party beneficiaries of this Agreement.

**3. SaaS Orders.** Orders for use of SaaS may be placed online through the relevant SaaS portal or via a separate Order. If via a separate Order, Buyer or the relevant Subscriber shall: (i) submit to Honeywell a completed registration form (“**SaaS Order Intake Form**”), in the form provided by Honeywell, which identifies the relevant Subscriber to the SaaS (“**Subscriber**”); (ii) obtain Honeywell’s written acceptance of the SaaS Order Intake Form and Order (collectively, a “**SaaS Order**”); and (iii) agree to the Honeywell Terms applicable to the SaaS (either directly via this Agreement or via Buyer’s Customer Agreement, as applicable). The first date access credentials are provided to any SaaS or access is provided to

## EXHIBIT A – SOFTWARE

any subscription-based Software shall be the start date of Buyer or the Subscriber's subscription ("**Order Effective Date**"). Honeywell may, in its sole discretion, reject a SaaS Order Intake Form or SaaS Order.

**4. No Cancellation or Modification of Subscriptions.** Upon Honeywell's acceptance of a SaaS Order or any Order for subscription-based Software, (i) Buyer's payment obligation (or that of the Subscriber) for the Software listed in the relevant SaaS Order or Order is non-cancelable, (ii) the SaaS Order or Order for subscription-based Software is not modifiable, and (iii) the fees paid to Honeywell nonrefundable for the term of the subscription and not subject to set-off.

**5. Automatic Renewals for Subscription Software.** The term of a SaaS Order or for subscription-based Software commences on the Order Effective Date and continues for the duration set forth in the Order (or, if there is none, for twelve (12) months), unless terminated earlier in accordance with the Agreement (each, an "**Order Term**"). Unless expressly set out in the relevant Order, upon expiry of the Order Term, the Order Term will continue to renew annually for subsequent 12-month periods (each a subsequent Order Term) under the then-current Honeywell Terms, unless the Subscriber, Buyer on behalf of a Subscriber, or Honeywell provides written notice its intention to terminate such SaaS Order or Order for subscription-based Software at least sixty (60) days prior to the end of the then-current Order Term. Upon the commencement of each Order Term, Buyer will: (i) pay to Honeywell all fees related outstanding and due for the Software and any increased fee for the relevant Order Term prior to the start of such Order Term, and (ii) ensure that it or the relevant Subscriber is aware of and agrees to the then-current Honeywell Terms of the relevant Software provided by Honeywell.

**6. Non-renewal for Subscription Software.** Buyer shall promptly notify Honeywell of termination, if Buyer is either (a) administering any SaaS or subscription-based Software for a Subscriber and receives a termination notice from Subscriber as to the same, or (b) using any SaaS or subscription-based Software and decides to terminate. If Honeywell does not receive such notice at least sixty (60) days prior to the relevant commencement or renewal date for the relevant Order, Honeywell shall invoice Buyer for, and Buyer shall pay, the fees set out by Honeywell in the invoice, regardless of whether Buyer is reimbursed by any Subscriber. If Honeywell elects not to renew a SaaS Order or subscription-based software, Honeywell will notify Buyer and Buyer will notify any Subscriber where applicable. Except as stated in Section 11.a) of this Exhibit A, SaaS Orders and Order for subscription-based Software may not be terminated prior to expiration of the Order Term, and in no event will Buyer be entitled to a refund from Honeywell, notwithstanding whether any Subscriber stops accessing the relevant Software or attempts to terminate its Customer Agreement.

**7. Other Renewals.** For any Software that does not automatically renew, Buyer acknowledges and agrees that failure to place a renewal Order may result in termination of access to the Software or a request for such Software to be immediately uninstalled. Honeywell will not be responsible for or liable to Buyer or its customers for any lost data or functionality or any other damages which may result from the termination of Software. Buyer is solely responsible for placing any renewal Orders for Software in a timely manner.

**8. Evaluation Licenses.** Subject to Buyer's compliance with this Agreement and Subscriber's compliance with the Honeywell Terms, Buyer is permitted to provide Software on a trial basis to Buyer or a potential Subscriber, upon Honeywell's prior approval in writing, for a limited period of thirty (30) days for evaluation purposes only (the "**Evaluation**"). The Evaluation is solely intended to enable evaluation of the relevant Software for internal use on a trial basis. Additional restrictions may be provided in an Order or the relevant EULA. The Evaluation will begin on the day that the trial account is opened by Honeywell and expires thirty (30) days later, unless expressly agreed to by the parties in writing. Without limiting any other disclaimers in this Agreement or the relevant EULA, the Evaluation is provided "AS IS," without indemnification, support, representation, warranty or other obligation of any kind (express, implied, or statutory). Honeywell may terminate a trial at any time to the extent Buyer or Subscriber violates the terms of this Agreement or the Honeywell Terms. Upon the Evaluation expiration or termination, Honeywell may immediately terminate the access to any SaaS without notice and Buyer or Subscriber must remove or uninstall any copies of any on-premises Software, unless Buyer or Subscriber makes a non-trial Order.

### **9. Fees and Payment.**

**a. Pricing.** Honeywell will charge Buyer license fees for Software as set forth in Order or any Proposal (plus any applicable taxes). Pricing may include charges for usage of SaaS above the amount allocated in the SaaS Order, which would accrue monthly during the term of the subscription ("**Overage Charges**"). If Buyer is administering Software for a Subscriber and has complied with the terms of this Agreement, Buyer shall determine the fees it will charge for such Software and retain the difference between the fee charged to such Subscriber and the fee paid to Honeywell. This is the sole consideration Buyer will receive hereunder. Honeywell may change its fees for Software at any time, in Honeywell's sole discretion, by updating the pricing provided to Buyer. Any change in pricing will be applicable to new Orders and any renewals.



## EXHIBIT A – SOFTWARE

**b. Invoicing & Payment Obligations.** Invoices and payments will be handled in accordance with the terms of this Agreement and the relevant Order. Buyer shall separately and independently manage invoicing and collection of its fees and any applicable taxes (and remission of such taxes) for the SaaS as to its Subscriber, where applicable. Buyer's obligation to pay Honeywell for any Software shall be independent of its receipt of payment from any Subscriber. For avoidance of doubt, Buyer will not be relieved of its obligation to pay any fees owed to Honeywell where any Subscriber is delinquent on payment or fails to pay Buyer. If any Overage Charges are incurred during a Subscriber's subscription term, Honeywell will invoice Buyer such Overage Charges in arrears from when such Overage Charges were incurred. In addition to those remedies set forth in the Terms and Conditions and this Exhibit, if Buyer is delinquent in its payment obligations to Honeywell the terms in Section 11 (Term and Termination) will apply.

**10. Access to Admin Account.** Honeywell may provide Buyer an administrative account ("**Admin Account**") solely for the provision by Buyer of support or other services, only to the extent expressly approved by Honeywell, to Buyer's Subscribers. Buyer shall obtain all required consents, licenses, and permissions from (and provide notices to) Subscribers in its Customer Agreement prior to any such accessing of the Admin Account, data or any other information to provide any such support or services. At Honeywell's request, Buyer shall provide Honeywell with confirmation in writing that Buyer has obtained all required consents, licenses, and permissions from (and provided notices to) Subscribers to access and use the Admin Account to provide those services approved by Honeywell. Honeywell or its designee shall have the right, during normal business hours upon reasonable notice, to access, inspect, and audit Integrator's compliance with the requirements of this Section, and Buyer will furnish all such information, documentation and access to personnel as Honeywell may reasonably request in furtherance thereof. Honeywell has no responsibility or liability (i) for access or use of an Admin Account by Buyer, (ii) for obtaining any consents, licenses or permissions from (or providing any notices to) Subscriber for any such access or use of Admin Account, or (iii) for any Claims arising out of the administration of any such services, all of which Buyer agrees to defend, indemnify, and hold harmless the Honeywell Indemnitees.

### 11. Term and Termination

**a. Termination and Suspension.** Honeywell may suspend its performance or terminate this Exhibit or any Software Order upon written notice, if (i) Honeywell believes that its performance may violate the law and/or cause a safety or health risk, (ii) Buyer or Subscriber fails to pay Honeywell any undisputed invoice for more than thirty (30) days after it is due, or (iii) Buyer or Subscriber becomes insolvent, has an adverse change in creditworthiness, or attempts to obtain protection from creditors or wind down operations. Honeywell may, without liability, immediately revoke or disable access to any SaaS or request that Buyer or its Subscriber immediately cease use and uninstall any other Software for any of the foregoing and where it believes continued Software use poses a security threat or is likely to cause immediate and ongoing harm to Honeywell or others.

**b. Subscriber Transfer.** In the event of termination of this Exhibit, this Agreement, or a Customer Agreement, Buyer agrees that Honeywell shall retain the right, in its sole discretion, to transfer a Subscriber to another party for administration or de-activate the relevant account in accordance with the then-current Honeywell Terms (the "**Transfer**"). Until such time as Honeywell implements the Transfer, Buyer shall remain liable for payment of all sums payable under the relevant Order(s) and shall continue to carry out its obligations under this Exhibit, the Customer Agreement, and this Agreement, and any other agreements between Buyer its Subscriber with respect to Subscriber's use of Software. Buyer agrees to use best efforts to facilitate the Transfer and shall not obstruct or interfere with such process.

**c. Effects of Termination.** Upon termination of this Exhibit or this Agreement, Buyer shall immediately: (i) pay all amounts outstanding to Honeywell, which includes all Overage Charges that shall become payable on the effective date of termination and all renewal fees outstanding for the then-current Order Term; (ii) cease accessing any Software in relation to any Subscriber who is subject to a Transfer; (iii) delete all copies of Software and credentials on any Buyer or Subscriber system where a Transfer is not pending and use is no longer permitted; and (iv) return or destroy all Honeywell Confidential Information. Buyer shall certify the same to Honeywell in writing except for automatically generated backup copies, anonymized data or anything that must be maintained for legal purposes. Additionally, Buyer is responsible for advising Subscriber that within a reasonable period of time after receipt of a Subscriber request made within thirty (30) days after the effective date of expiry or termination, Honeywell will provide a file of Subscriber's SaaS Input Data in comma separated value (.csv) format along with attachments. Honeywell will have no other obligation to maintain or provide Subscriber its Input Data and will thereafter, unless legally prohibited, delete all Subscriber's Input Data in its systems or otherwise in Honeywell's possession or control. Buyer shall further advise any Subscriber that (A) the SaaS is not designed to be a sole source for a Subscriber's data retention requirements, and (B) Honeywell does not and will not provide back-up services (except solely in cases where back-up services are expressly provided under the SaaS product terms).

**EXHIBIT B – CHANGE ORDER Number \_\_\_\_**

Project/Site: \_\_\_\_\_

Change Order Number: \_\_\_\_\_

Agreement No. \_\_\_\_\_

Change Order Date: \_\_\_\_\_

Agreement Effective Date: \_\_\_\_\_

The Parties hereby agree to modify the above-referenced Agreement (the “Agreement”) as set forth below. Except as modified herein, all other terms and conditions of the Agreement will remain unchanged and in full force and effect.

**The Agreement is changed as follows:**

**Information to be provided:**

<b>Description of change:</b>	
<b>Schedule impact:</b>	
<b>Changes to the Work (including changes to specific Products and/or quantities):</b>	
<b>Exclusions:</b>	
<b>Terms &amp; Conditions:</b>	
<b>Address for shipment of products or provision of services:</b>	
<b>Buyer’s billing Address (if different):</b>	

The price for this Change Order work is \$\_\_\_\_\_. Buyer’s Honeywell approved payment terms are \_\_\_\_\_.

Buyer agrees that, in the event of nonpayment or delayed payment for this Change Order, Honeywell may redirect any payment or proprietary interest conveyed by Buyer for another project or Order, to cover the payment for this Change Order. This Change Order is void if not approved within thirty (30) days of the Change Order Date (defined above) or by the date otherwise specified herein, whichever is earlier. No work will be performed until the corresponding written Authorization to Proceed or Change Order is approved (and Purchase Order is provided, as applicable).

Notwithstanding anything to the contrary, the Parties agree that this Change Order is governed by the Parties’ original agreement for the relevant products or services. Should the work contemplated in this Change Order be subject to any events outlined therein, 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 impacted.

Original Agreement Price: \_\_\_\_\_

The Agreement Price prior to this Change Order was: \_\_\_\_\_

This Change Order will increase the Agreement Price in the amount of: \_\_\_\_\_

The new Agreement Price including this Change Order will be: \_\_\_\_\_

The Agreement Completion Date will increase by \_\_\_\_ days

**Honeywell Automation and Control Solutions**

**South Africa (Pty) Limited,**

Through its Honeywell Building Solutions business unit

Buyer

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_