



TERMS AND CONDITIONS

These Honeywell Terms and Conditions are effective as of April 1, 2024 (“Effective Date”) and supersede all prior versions covering Services provided by Honeywell International Inc., a Delaware corporation, through its Honeywell Building Solutions group (“**Honeywell**”). References to “**Customer**” or “**Company**” or “**Buyer**” all pertain to the purchaser of the Services. Each party is sometimes also referred to as “**Party**”, and collectively as the “**Parties**.” These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the “**Agreement**”) set forth the entire agreement between the Parties relating to your purchase of Honeywell Services. The Agreement may only be modified by an authorized representative of each party in a signed writing. This Agreement begins on the Effective Date and remains in full force and effect for 36 months (the “**Term**”) unless terminates earlier or extended in accordance with this Agreement.

1. DEFINITIONS. Distributor represents and warrants that it will, at all times during the Term of this Agreement, comply with the following:

- a. “**Agreement**” means [these General Terms and Conditions, along with all SOWs, schedules, proposals, exhibits, links and addenda that the Parties agree to incorporate into these General Terms and Conditions and the order quantities and shipping locations for specific Offerings set forth in any Purchase Orders issued hereunder, as amended or modified from time to time]. [Note: Definitions will vary per agreement and contacting method.]
- b. “**Honeywell**” means Honeywell International Inc., and any Affiliate(s) of Honeywell International Inc., to the extent entering into this Agreement.
- c. “**Buyer**” means, collectively, the entity(ies) executing or assenting to this Agreement other than Honeywell.
- d. “**Documentation**” means any documentation (including any technical or legal requirements) specifically provided with an Offering (or otherwise specifically referenced in this Agreement or any Purchase Order), but excluding marketing materials, customer correspondence and similar collateral.
- e. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it possesses directly or indirectly the power to direct the management and policies of the entity.
- f. “**Services**” are the services and/or maintenance and support obligations to be provided by Honeywell, as specified in this Agreement, the associated Purchase Order(s) and/or statement(s) of work, as it may be amended or modified in accordance with the terms of this Agreement (“SOW”) and may include the supply of Products and Software. Services are an Offering under this Agreement. To the extent accepted by Honeywell, each SOW and/or Purchase Order will include details as to the scope of Services, deliverables or reports (“Deliverables”), as well as the specifications, schedule, requirements and Fees, and these will form part of this Agreement.
- g. “**Fees**” means the amounts payable by Buyer to Honeywell under the terms of this Agreement or any applicable Purchase Order.
- h. “**Offering(s)**” are the software, software-as-a-service, hardware, products, services, deliverables, support services and/or other offering(s) or related materials or rights for which Buyer has contracted and are identified in any Purchase Order issued under this Agreement.
- i. “**Purchase Order**” is a written order from Buyer and accepted by Honeywell for the purchase, use and/or licensing of Offerings, as contemplated by this Agreement. For the avoidance of doubt, references to any Purchase Order shall not include any Terms and Conditions from Buyer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.
- j. “**Parties**” means Honeywell and Buyer and “**Party**” means either, individually.
- k. “**Effective Date**” means the date listed as the effective date in this Agreement, or if no such date is listed, the date this Agreement is entered into by the last of the Parties to do so.

2. 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 Offering 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.

- 3. Enforceability Waiver.** 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.
- 4. Monthly Progress Payments.** Honeywell will invoice at least monthly for all delivered materials (or stored, if Buyer is responsible for transportation and has failed to do so by the agreed pick-up date) and for all installation, labor, and services performed, both on and off the job site, less retainage. Determination of the progress completed shall be at Honeywell's sole discretion.
- 5. Suspension of Work.** If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) calendar days after submission of a Honeywell invoice, Honeywell may suspend work until Buyer provides a remedy.
- 6. Buyer Purchase Orders.** Buyer shall have access to, maintain access, and use Honeywell's specified Electronic Data Interface ("EDI"). Buyer Purchase Orders and changes will be transmitted to Honeywell via such as EDI. Purchase Orders will specify: (1) Purchase Order number; (2) Honeywell's part number including a general description of the Offering(s); (3) requested delivery dates, which will be no shorter than the published or contracted lead time; (4) price (non-catalog prices must reference either a valid Honeywell contract or quote number); (5) quantity; (6) location to which a Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable (with the understanding that this may result in additional Fees payable); [and] (8) location to which invoices will be sent for payment. Purchase Orders are subject to Honeywell's acceptance explicitly in writing or upon Honeywell's delivery of an Offering. Honeywell reserves the right to limit order quantities. For avoidance of doubt, Honeywell's order acknowledgment will not constitute acceptance and Honeywell reserves the right to reject any Purchase Order in its sole discretion and for any reason. Any Purchase Orders provided under this Agreement serve to identify the information referenced above and shall not, in themselves, create any commitment binding upon the Parties. For the avoidance of doubt, references to any Purchase Order under this Agreement shall not include any Terms and Conditions from Buyer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.
- 7. Assumptions**
- a. The pricing breakdowns listed herein, if any, are for accounting purposes only and should not be considered as stand-alone prices.
 - b. 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.
 - c. The purchase price is based upon laws, standards, codes and regulations in existence as of the Effective Date. Any changes in or to applicable laws, codes, and regulations affecting the cost of the Services shall be the responsibility of Buyer and shall entitle Honeywell to a Change Order.
 - d. Any references to testing obligations herein do not include any additional testing over and above that expressly defined herein.
 - e. Buyer will be responsible for all building and worksite conditions, as listed below or as more specifically set forth in this Agreement, at Buyer's expense. Any building modifications required to support or accommodate the Services, including beams or footers, are the responsibility of Buyer. Prior to the date the Products are to be delivered to the worksite or the Services are to begin, Buyer will ensure that any buildings on the site
 - i. are substantially complete, enclosed, dry and covered,
 - ii. have temperature controls in place adequate to maintain the ambient temperature between 40 and 85 degrees Fahrenheit and
 - iii. have adequate lighting available and operational,
 - iv. are properly grounded, have 120 VAC, 60HZ 1 phase power available and operational,
 - v. if floors are to be sealed, have complete and cured sealing
 - vi. have clear and permanent floor space available to receive, stage, store and preassemble the Products within 150 ft. of the receiving dock
 - vii. have paved permanent exterior delivery access available with access to two dock doors with secured dock leveler/portable fork truck ramp for exclusive use by Honeywell,
 - viii. are secure and

- ix. satisfy all additional requirements set forth in this Agreement.

Adequate interior space will be allocated for an office space for exclusive use by Honeywell. Buyer will provide a secure location for Honeywell to store its tools and equipment. Unless otherwise specifically set forth in this Agreement, the Products are designed to operate in a dry, humidity and temperature-controlled environment between 40 degrees and 104 degrees Fahrenheit. Buyer is responsible for maintaining such environmental conditions during installation and thereafter. Any adjustment to purchase price or schedule due to building or worksite conditions will be addressed in a Change Order.

- f. Honeywell is applying and integrating its offerings in accordance with the specifications, drawings, and functional sequences provided by Buyer in the tender documents. Honeywell is not acting as the Engineer of Record for the design of the overall system, and makes no representation as to whether the design, provided by others, is suitable for the purpose. Honeywell warrants that its offerings will function as documented in our proposal, data sheets, working drawings and other documentation supplied by Honeywell under this Agreement. Buyer is responsible for any and all works not expressly described herein, or within subsequent duly executed Change Orders Honeywell may, during its contracted work, rely on estimates, audits, and surveys conducted by Buyer, its Affiliates, or subcontractors. Buyer warrants the accuracy of such information and further accepts responsibility for any costs arising out of the provision to Honeywell of inaccurate data or information. Buyer is responsible for the work product and methods of their chosen subcontractors.
- 8. Taxes.** Buyer acknowledges and agrees that Honeywell may elect to have portions of the Work accomplished through subcontractors but shall remain fully responsible for such subcontractor's performance and compliance with this Agreement. Any subcontractors performing Services shall have any licenses or other accreditations required by Applicable Law and shall either be covered by Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under Section 5. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any subcontractor with respect to the Work to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.
- 9. Tax-Related Cooperation.** Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.
- 10. Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16 and the other applicable provisions of this Agreement. Notwithstanding the annual price adjustment, and without limiting any other provision of this Agreement, Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement and/or price increases in order to mitigate and/or recover increased operating costs arising from or related to, but not limited to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). [Note this paragraph should be toggled between the OUTSIDE of EMEA Jurisdictions Version (including India) and the FOR EMEA JURISDICTIONS version] [FOR EMEA Version: Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Economic Surcharge shall not exceed 15% from the total Order value. Such Economic Surcharge does not apply if the Agreement is to be delivered upon within four (4) weeks after the Agreement has been concluded.] Honeywell will invoice Customer, through a revised or separate invoice, and Customer 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 16 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.

11. Offering 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 Offering at any time without liability. Honeywell may, at its sole discretion, also make such changes to Offerings previously delivered to Buyer, including changes in the design, without obligation to make equivalent changes to any Offerings previously supplied to Buyer. Where Offerings have been discontinued, Buyer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Offerings.

12. Changes in the Work.

- a. Change Order is a written order signed by Buyer and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule.
- b. Buyer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Buyer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Buyer 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 may make a written request to Buyer to modify this Agreement based on the Buyer's action or inaction, receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Buyer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. Buyer will have five (5) business days to accept or reject the Change Order. 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 change in the Work. If Buyer and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Buyer rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Work.
- d. Honeywell may, without notice to Customer, incorporate changes to Products that do not alter form, fit, or function.

13. Time and Materials. Notwithstanding any other provision of this Agreement, Customer may request and Honeywell may agree to perform installation and maintenance 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 customer for the hours worked regardless of whether Buyer issues a Purchase Order. Buyer shall remain obligated to remit payment to Honeywell as described herein. Honeywell may revise its standard charges on not less than thirty (30) days prior written notice to Customer; provided, however, all work under this Section that is ordered by Customer 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 Work requested or ordered under this Section is four (4) hours, payable at the rate published herein.

14. Independent Contractors. 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 none of their respective employees, agents, or representatives shall be treated as an 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 Offerings.

15. Subcontractors. Any subcontractors 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 subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any subcontractor with respect to the Offerings to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

16. Delivery.

- a. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Buyer or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including liquidated damages in your contracts with your Buyers), resulting from Honeywell's failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Buyer, or a type of product different than that ordered by Buyer, Buyer may return such excess or different Product to Honeywell within 60 days after invoice at Honeywell's cost for a full refund. Additionally, Honeywell shall bear the cost of redirecting shipments made to a location other than that set forth in the Purchase Order if caused solely by its error. Buyer is liable for any delays or increased costs incurred by Honeywell caused by Buyer's acts or omissions including all costs Honeywell incurs for redirecting shipments due to any incorrect information or address you or your representatives provide.
- b. **Delivery Charges.** Delivery terms for Products (excluding software and services) are (i) FCA (FCA Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments.
- c. **Early Delivery & Future Delivery.** Honeywell will schedule delivery in accordance with its standard lead times unless the Purchase Order states a later delivery date or the parties otherwise agree in writing. Purchase 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 Purchase Order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Purchase 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.

17. Working Hours. Unless otherwise stated, all labor and services under this Agreement will be performed during typical working hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or applicable typical working hours for the region in which the work is being performed), excluding federal holidays (in regions where applicable) ("Normal Working Hours"). If for any reason 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.

18. Travel & 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 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.

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

20. Confidentiality. Honeywell may provide Buyer certain information during the performance or fulfillment of this Agreement that is 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.

21. Feedback. If Buyer provides any improvements, suggestions, information or other feedback concerning the Offerings (“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.

22. Software Products. All software made available in connection with this Agreement (“Licensed Software”) is limited to such products and/or location(s) as are specified in this Agreement or any order thereunder. All Licensed Software is licensed on a non-exclusive basis and are NOT sold. Licensed Software remains subject to the Terms and Conditions and any accompanying end user license agreement (“EULA”) provided with the Software. Honeywell may terminate any Software license for failure to comply with the terms of the foregoing.

- a. Should Honeywell, in its sole discretion, allow Distributor to sell SaaS Software pursuant to this Agreement, the Terms and Conditions, and those terms set forth in a separate specified exhibit shall control. For avoidance of doubt, in the event of a conflict between this Agreement or the Terms and Conditions of any such SaaS Software exhibit, the terms of such exhibit shall take precedence solely with respect to SaaS Software.
- b. Customer is responsible for ensuring that any distribution and use of Licensed Software to and by its customers or end user is subject to each customer or end user either directly accepting Honeywell’s EULA or entering into an agreement with Customer containing the same obligations and restrictions contained in the EULA. For avoidance of doubt, the EULA or any agreement Customer enters into with its customer or end user must be identical to or incorporate the current, approved Honeywell EULA governing license of or access to the Licensed Software, and Customer may not modify or accept modifications of the EULA without Honeywell’s express, prior written approval. All software made available in connection with this Agreement (“Licensed Software”) shall be licensed and not sold and subject to all terms of the Software License Agreement (as defined below). All Software is made available subject to the express condition that the end user of the Software sign and deliver to Honeywell the then-current and applicable version of Honeywell’s standard software license Agreement, end user license agreement (“EULA”), or a software license agreement otherwise satisfactory to Honeywell in its sole discretion (in each case, the “Software License Agreement”). Customer is responsible for ensuring that all Licensed Software provided to an end user under this Agreement is subject to the Software License Agreement. Notwithstanding any other provision of this Agreement or any other document or instrument, the terms of the Software License Agreement shall govern and supersede any inconsistent or conflicting terms to the extent relating to Software. Payment for any and all Software made available in connection with this Agreement shall be due and payable at the time the end user of the Software executes the Software License Agreement.

23. Embedded Software. Honeywell grants to Buyer a limited, worldwide (subject to Export/Import Control Laws), non-exclusive, non-transferable, non-assignable, revocable, object code license to software installed or embedded within a Product (“Embedded Software”) solely for use with such Product. Except to the extent set forth in any separate license

terms provided by Honeywell with such Embedded Software or as set forth in Section (b), in no event shall Buyer have any right to (or authorize or allow any third party to) copy, modify, distribute, sell, lend, rent, transfer, or convey the Embedded Software; grant any sublicense, lease, or other rights in the Embedded Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Embedded Software by any means; or take any action that would cause the Embedded Software or any portion of it to be placed in the public domain. In the event of a conflict between this Agreement and the terms of any Embedded Software license terms provided upon download or purchase, the relevant license terms shall control solely with respect to Embedded Software.

If Embedded Software is listed on a Purchase Order placed pursuant to this Agreement, the Embedded Software is limited to such Products and/or location(s) as are specified on the relevant Purchase Order. If Embedded Software is embedded in a Product listed on a Purchase Order (regardless of whether such Software is specifically referenced on the Purchase Order), Buyer may only transfer its license to the Embedded Software to a third party in conjunction with the sale by Buyer of the Product on which the Embedded Software is installed or embedded, provided that no proprietary information is removed from such Products with Embedded Software (including copyrights, patent marking, trademarks, or EULAs). Buyer is responsible for ensuring that any distribution and use of Embedded Software to and by its customers or end users is subject to each customer or end user entering into an agreement with Buyer containing the same obligations and restrictions contained herein. All Products with Embedded Software are licensed on a non-exclusive basis and are not sold. Honeywell may terminate any Embedded Software license for failure to comply with the terms of the foregoing.

24. Third Party Products. 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 Services 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.

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 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 OFFERING CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION XX (LIMITED WARRANTY) 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 OFFERINGS, 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 OFFERINGS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED [FOR PROJECTS: THE PURCHASE PRICE OF THE APPLICABLE PURCHASE ORDER FOR WHICH THE CLAIM ARISES] [FOR ALL OTHER OFFERINGS: THE LESSER OF (I) THE AGGREGATE PURCHASE PRICE PAID BY BUYER TO HONEYWELL FOR THE OFFERINGS GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE AND (II) \$XX.] ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.
- 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 Offerings 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. Responsibilities. Buyer will: (a) promptly perform its obligations identified in the applicable SOW or Purchase Order; (b) promptly provide all information reasonably required or useful for performance of the Service prior to commencement of the Services, including reviewing and providing comments to any Honeywell submissions within 10 days after submission; (c) promptly give all notices to, make all filings or recordings with, and use its best efforts to obtain all consents, approvals, authorizations, certifications, clearances, consents, variances, licenses, registrations, qualifications, and permits from, any third party or instrumentality of government as may be required or appropriate in connection with the consummation of the Services, including such as may be required to facilitate the transfer of any amounts paid by Buyer hereunder to another country of Honeywell's designation; (d) designate a business contact and a technical contact to coordinate Buyer's personnel and act as a liaison; and (e) provide Honeywell with access to Buyer's systems and premises to the extent necessary during the performance of the Services (including site audits, site assessments and preparatory activities). 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; and (iii) not be responsible for any liability arising from such failure. Honeywell will use industry standard virus detection software designed to protect against viruses.

27. Acceptable Use. Buyer will use the Products in a commercially reasonable manner in accordance with any Documentation made available by Honeywell, as may be updated by Honeywell or the Product manufacturer from time to time. Buyer will not, and will not permit any person or entity to, use the Products (including any Embedded Software) for purposes of or in connection with: (a) distributing it in any manner not authorized by Honeywell; (b) modifying or tampering with it; or (c) interfering with its proper functioning. Any unauthorized use of the Products may result in termination or suspension of this Agreement or the right to use the Products. Buyer may not use the Products in any way that would reasonably be expected to cause liability or harm to Honeywell or third parties.

28. Warranty

a. **Warranty as Exclusive Remedy.** BUYER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY OFFERING SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING 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 OFFERINGS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

b. **Warranty Terms**

- i. Product Warranty Terms. Subject to compliance this Section, Honeywell warrants that the Products will be free from material defects in workmanship and materials for the relevant period of time published by Honeywell on the relevant Product website or in a separate Agreement between Honeywell and Buyer or, if no published or agreed period is identified, then at the time of delivery (the "Warranty Period"). 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 Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted for the remainder of the original Warranty Period, if any.
- ii. Procedure for 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 must be appropriately packed and must be made within

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.

- iii. **Services Warranty.** Services shall be performed in a professional and workmanlike manner and are warranted for one (1) year from the earlier of (i) the date services are accepted or (ii) Buyer commences beneficial use (the "Service Warranty Period"). Honeywell's obligation and Buyer's sole remedy under this warranty is that Honeywell will correct or re-perform defective services or refund fees paid for the services, at Honeywell's sole election, if Buyer notifies Honeywell in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period.
- iv. Buyer acknowledges and agrees that equipment or materials purchased by Buyer under this Agreement may contain, be contained in, incorporated into, attached to or packaged together with the products manufactured by a third party. Third party products are generally not covered by this Section and Honeywell makes no representations or warranties regarding any third party products. However, Honeywell shall, at Buyer's request, assign to Buyer any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Honeywell and provided as part of the Services, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in this Section.

c. **Warranty Exclusions & Procedures**

- i. **Warranty Exclusions.** THIS WARRANTY IS VOID WITH RESPECT TO ANY OFFERING THAT IS: (i) altered or repaired by anyone other than Honeywell's authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation or training; (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) to apply required or recommended updates or patches to any Software or device in the Offering's network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.
- ii. **Technical Advice.** Any recommendation or assistance provided by Honeywell concerning the use, design, application, or operation of an Offering shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Honeywell. It is the Buyer's sole responsibility to determine the suitability of an Offering for use in Buyer's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability for Honeywell.

d. **Warranty Disclaimer.**

- i. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. BUYER BEARS ALL RISK AS TO OFFERINGS, AND HONEYWELL MAKES NO OTHER WARRANTIES IMPLIED OR ACTUAL REGARDING ANY OF ITS OFFERINGS AND DOCUMENTATION.
- ii. 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., [AS APPLICABLE TO GBE: PAPER, RIBBONS, FLASHTUBES, LAMPS, 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). BUYER'S WARRANTY SHALL BE VOID IF BUYER USES COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER MANUFACTURED NOR APPROVED FOR USE BY HONEYWELL IN ITS MANUFACTURED PRODUCTS, OR IF BUYER USES ANY OFFERING IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS AGREEMENT. BUYER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF ANY PORTION OF THE OFFERING OR THE NETWORK ENVIRONMENT. BUYER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE OFFERING BEYOND ITS STATED WARRANTY PERIOD.

- iii. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR ANY EXPRESS GUARANTEES SET FORTH ELSEWHERE IN THIS AGREEMENT, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (A) AS TO THE FUNCTIONALITY OF, EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT; (B) THAT ANY SUCH EQUIPMENT, SOFTWARE OR WORK WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, PROPERTY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE; OR (C) THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.
- iv. HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (D) BUYER'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF ANY BUYER OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA BUYER'S CREDENTIALS; OR (H) BUYER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

29. Evaluation. Buyer's access to an evaluation, trial, or beta Offering, is limited to evaluating the Offering for Buyer's internal use during the time period stated, or if not stated, for 90 days ("Evaluation"). Additional restrictions may be listed in a Purchase Order or this Agreement. Without limiting any other disclaimers in this Agreement, the Evaluation is provided "AS IS," without indemnification, support, representation, warranty or other obligation of any kind (express, implied, or statutory).

30. Indemnification. In addition to any other Buyer indemnification obligations in this Agreement, Buyer will indemnify, defend, and hold Honeywell and its Affiliates, directors, employees and subcontractors (collectively, "Honeywell Indemnitees") harmless against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "Claims") arising out of the existence of mold or a Hazardous Substances or Mold at a Site (whether or not Buyer provides Honeywell advance notice of the existence and regardless of when the Hazardous Substance is discovered or occurs), Buyer's negligence or willful misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Buyer's breach of its obligations or warranties under this

Agreement or Buyer's infringement of any US third-party patent or copyright. In connection with these indemnification obligations, Buyer agrees to the following "Indemnification Procedures": (a) Buyer will be entitled to control the defense and Honeywell shall give prompt notice of any Claim; (b) at Buyer's expense, Honeywell will reasonably cooperate in defense of the claim including promptly furnishing Buyer with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

31. 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/who-Honeywell-are/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 Offerings (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 29 (Indemnification).
- b. **Sanctions Compliance.** Buyer represents, warrants, that:
 - i. It is not a "Sanctioned Person," meaning any individual or entity: (i) named on a governmental denied party or restricted list, including: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.
 - ii. Relating to this Agreement and the transactions contemplated hereby, Buyer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.
 - iii. Buyer will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Buyer will not source any components, technology, software, or data for utilization in Honeywell Offerings: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.
 - iv. 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 Section. 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 dealing with an Offerings ("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 Offering 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 US company, its employees and Affiliates, 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/Anticorruption%20Policy%202066%20pdf.pdf>.
- iii. Buyer agrees that in connection with its activities under this Agreement, neither Buyer nor any agent, affiliate, 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 Offerings 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). 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. **Audit.** 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.
- 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.

32. Intellectual Property.

- a. **Title to Intellectual Property.** No right, title or interest in Intellectual Property provided by Honeywell is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services or the Work, including but not limited to software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Honeywell in connection with the Agreement, are the sole property of Honeywell and 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 this Agreement.
- b. **Title to Software.** Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software.
- c. **Data.** Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third-party devices or equipment by, the Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell's products or services. 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 Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer will, at Buyer's cost and expense, defend Honeywell and Honeywell's Affiliates, sub-contractors and licensors and hold Honeywell harmless from and pay or reimburse all awards or damages (including attorney's fees), arising out of claims by third parties related to possession, processing or use of Input Data in accordance with this Agreement. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. 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, except that Personal Data is subject to the Data Processing Terms.

- d. **Input Data.** Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Work ("Input Data").
- e. **Use of Input Data.** Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell's products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and Applicable Law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. This Section shall survive termination of this Agreement.
- f. **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 Offerings ("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.
- g. **Intellectual Property Indemnification.** Honeywell will defend Buyer, its Affiliates and subcontractors against any third-party suit alleging that Buyer's use of the Offering (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) Offerings made to Buyer's designs, drawings, or specifications; (b) use of Offerings in any process or in any manner not supported by the applicable Documentation; (c) combination or use of any Offering with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Buyer provides; (f) Buyer's use of the outputs of the Offering; (g) any alteration, customization, or other modification of the Offering other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Offering. 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 29 (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 Offering or obtain a license to a reasonable substitute; (ii) replace or modify the Offering 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 Offering 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 Offering that gave rise to the claim. This Section shall be subject to Honeywell's rights under Section 24 (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.

- h. **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.

- 33. Cybersecurity Services.** With respect to any cybersecurity-related Services, software, SaaS or related hardware (“Cybersecurity Services”), 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 the Cybersecurity Services will prevent or mitigate any act or attempt 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 relating to the Cybersecurity Services (an “Event”). Buyer agrees and understands that Honeywell cannot and does not, and that by working with Honeywell or using Offerings, Buyer may not prevent Events (either actual or attempted). Buyer agrees and expressly acknowledges that Buyer is responsible for its own cyber risk management program, including those responsibilities set forth in this section and in this Agreement, and must participate in Buyer’s own defense and work with Honeywell to create a prioritized, flexible, repeatable, performance-based, and cost-effective process to identify, assess, and manage cyber risk throughout Buyer’s enterprise. Honeywell shall have no liability in connection with any Event unless the Event was caused by defective Products, Software or Services provided by Honeywell, in which case Honeywell’s sole liability and Buyer’s exclusive remedy in respect of an Event is the replacement or repair of defective Products or Software, or re-performance of defective services under the applicable warranty in this Agreement.

Buyer represents and warrants that Buyer 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 Services without Honeywell’s express written permission; (iv) designate 2 or more employees, executives, or agents (the “Contact Person(s)”) who will respond to any Events and take recommended actions to mitigate harm to 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.

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

- 35. Remote Access.** Buyer agrees that Honeywell may provide some or all of the Offerings 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.

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

37. DATA PRIVACY.

a) For purposes of this Agreement,

"Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations;

"Data Controller" means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws).

"Personal Data" means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Buyer to Honeywell in relation to the use of the Services for the purposes of providing, improving, or developing Honeywell Products and Services.

Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice).

- b) To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect the 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.
- c) If Honeywell processes Personal Data on Buyer's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> apply.

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

- a. The other Party materially breaches this Agreement and fails to remedy the breach within thirty (30) calendar days after receipt of written notice that specifies the grounds for the material breach. Provided however, if the

breach cannot reasonably be cured within thirty (30) days, such Party shall not be in breach if such Party provides a reasonably acceptable plan and diligently pursues cure.

- b. The other Party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment; or
- c. Any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

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

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

39. Cancellation. This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

40. Automatic Renewals. This Agreement will automatically be renewed for consecutive terms of one year unless terminated by either party. To initiate the automatic renewal term, Honeywell will provide Customer an annual renewal letter at least sixty (60) days prior to the end of the initial term or such renewal term (as applicable), or unless terminated as provided herein. The renewal letter will update this Agreement to incorporate Honeywell's then-current General Terms and Conditions (available at <https://buildings.honeywell.com/us/en/support/legal/legal-documents-global>). To the extent Customer does not agree to the pricing or the then-current General Terms and Conditions set forth in the renewal letter, Customer must notify Honeywell within thirty (30) days after receipt in a manner consistent with the notification requirements in such letter. If Customer fails to provide such notice, either Customer's subsequent payment or Honeywell's commencement of work will be deemed acceptance of the updated pricing and then-current General Terms and Conditions. Customer acknowledges and agrees that any additional or contrary terms contained in any Customer purchase order or other agreement issued to Honeywell are not applicable to the services provided and are hereby rejected.

41. Insurance. Unless agreed otherwise, Buyer shall, at all times that this Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits:

- a. 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 Customer is domiciled.
- b. 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.
- c. 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.
- d. "All Risk" Property and/or Cargo Insurance covering all of Customer'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.
- e. Professional Liability Insurance with a minimum limit of \$5,000,000 per claim providing coverage for Customer's errors and omissions in connection with the performance of Customer's services during and for a period of at least three years after completion of said services.

- f. 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 Customer's professional/technology based services or the failure of a technology product provided by Supplier 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 (e) shall also include cyber liability coverage with computer network security liability and privacy liability coverage.
- g. 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
- h. It is the responsibility of the Customer to carry any other insurance required by law in the territory, state or jurisdiction where services provided in this Agreement are to be performed.
- i. Buyer shall deliver certificates to Honeywell upon request. Such certificates must contain provisions requiring the insurance carrier to notify Honeywell at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum "A, VII" by AM Best or equivalent rating agency. In addition, all such policies shall name Honeywell as an additional insured and shall be primary and non-contributory to any insurance carried by or available to Honeywell. All insurance policies shall contain a clause or endorsement waiving all rights of subrogation against Honeywell.

42. Coverage.

- a. 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 the equipment expressly listed in each List of Covered Equipment contained in the associated SOW ("Covered Equipment"). Honeywell will be permitted, without liability, to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Buyer's representative.
- b. It is understood that Honeywell's repair, replacement, and emergency service obligations apply only to the Covered Equipment (if any and only to the extent expressly provided in the attached SOW). 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.
- c. 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.
- d. Honeywell may install communication or diagnostic devices and/or software to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and software and return the system to its original operation. Buyer agrees to provide, at its sole expense, connection to the Internet and switched telephone network for such devices and/or software.
- e. Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.
- f. This Agreement 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.
- g. In the event that the system or any equipment component thereof is altered, modified, changed or moved, 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.
- h. 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.
- i. Maintenance, repairs, and replacement of equipment parts and components are limited to using commercially reasonable efforts to restore to proper working condition. 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.

- j. Unless otherwise 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.
- k. Buyer will promptly notify Honeywell of any malfunction in the system(s) or Covered Equipment covered under this Agreement that comes to Buyer's attention.
- l. Equipment covered under this Agreement that comes to Buyer's attention.

43. MISCELLANEOUS PROVISIONS.

- a. **Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties hereto. Any subsequent purchase order or other document unilaterally issued by Buyer shall not be binding unless duly executed by both Parties.
- b. **Joint Effort.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.
- c. **Captions.** The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement or the intent of any provision contained herein.
- d. **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.

- e. **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.
- f. **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.
- g. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- h. **Standards and Codes.** The latest edition or revision of any standards or codes referenced in this Agreement for performance of the Work shall apply, unless otherwise expressly set forth in this Agreement
- i. **Non-Assignment/Delegation by Buyer.** Buyer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Any attempt to assign or delegate in violation of this clause will be void. Honeywell may assign this Agreement or any or all of its rights under this Agreement, including, but not limited to, the right to assign receivables, without Buyer's consent.
- j. **Risk of Loss/Transfer of Title.** Risk of loss or damage to any goods provided under this Agreement (excluding software and services) passes to Buyer when Honeywell places the goods at Buyer's disposal at the

Honeywell dock (“Delivery”). Title to goods passes to Buyer upon Delivery, but Honeywell retains a security interest in such goods until full payment is received. Honeywell will schedule Delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer’s order requests a later delivery date, or Honeywell agrees in writing to an earlier delivery date.

- k. **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, or in the absence of such a receipt, within two (2) days after sending. For legal notices related to this Agreement send an additional copy to Honeywell at: 715 Peachtree Street NE, Atlanta GA 30308, Attn: General Counsel.
- l. **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 Customer pursuant to this Agreement shall terminate upon Honeywell’s termination for Customer’s default based on Customer’s failure to pay Honeywell in accordance with this Agreement.
- m. **Custom Orders.** Special or custom orders (“Custom Orders”) for products not listed in Honeywell’s standard price list are non-cancelable. In the event of a cancellation of all or part of a Custom Order, Customer will be responsible for the full order.
- n. **Governing Law and Disputes.** All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties’ relationship, rights and liabilities relating hereto, whether arising in contract or otherwise (“Dispute”), shall be governed by the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Honeywell and Buyer expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

The Parties agree that the federal and state courts of Mecklenburg County, North Carolina shall be the sole and exclusive venue for any Dispute, and the parties hereby consent and submit to the jurisdiction for such venue. The parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. The Parties agree that any Dispute proceeding in state court shall be litigated in the North Carolina Business Court in Charlotte, North Carolina to the fullest extent permitted by law. The Parties shall seek to designate any Dispute to the North Carolina Business Court as a complex business case under § 7A-45.4 of the North Carolina General Statutes and/or an exceptional case under Rule 2.1 of the North Carolina General Rules of Practice, and they hereby provide their consent to and agree not to contest designation to such court. If designation to the North Carolina Business Court is denied or otherwise prohibited by law, the parties agree that any Dispute shall be litigated in Mecklenburg County Superior Court or the U.S. District Court for the Western District of North Carolina. Buyer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS AGREEMENT.

Before the Parties initiate any dispute resolution process other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party’s written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the Dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either party may pursue resolution of the Dispute consistent with the other terms of this Agreement.

- o. **Hazardous Substances, Mold, and Unsafe Working Conditions**
 - i. Buyer has not received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold (each as defined below), either airborne or on or within the walls, floors, ceilings,

heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the worksite location(s), or within furniture, fixtures, equipment, containers or pipelines in any of Worksite Location(s); or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

- ii. Honeywell is not responsible for 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.
- iii. If any such materials, situations, or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the Work, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the Work until the area has been made safe by 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.
- iv. 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 Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.
- v. Buyer is responsible for the containment of any and all refrigerant stored on or about the premises. 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.
- vi. Buyer will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing the COVID-19 pandemic as needed, as well as any applicable federal, state, and local laws regarding workplace safety. Buyer will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm.

p. Health and Safety

- i. Buyer is responsible for the containment of any and all refrigerant stored on or about the premises. 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.
- ii. Buyer will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing 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.
- iii. As used herein, "Hazardous Substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is

alleged to have, or is believed to have an adverse effect on human health, habitability of a site, or the environment.

- iv. 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.

q. **Excusable Delays.**

- i. **Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to:
 - 1. Delays or refusals to grant an export license or the suspension or revocation thereof,
 - 2. Any other acts of any government that would limit a party's ability to perform under this Agreement,
 - 3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
 - 4. Pandemics, quarantines, or regional medical crises,
 - 5. The presence of Hazardous Substances of Mold, is actually delayed, or for any other period as the parties may agree in writing.

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

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

- ii. **COVID-19.** Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.
- iii. **Buyer Delay.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Buyer-designated supplier, for Buyer's failure to timely provide information required for the Work, or any other delay caused by 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. Any Work that is delayed for more than three months or into the next calendar year by Buyer or events controlled by Buyer will be subject to an adjustment in price for any increase. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion.
- iv. **Company Delay.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated supplier, for Company's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Company. If Company-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion. In the event that a delay caused by the Company is ongoing for a period of

time which is ninety (90) days or longer, Honeywell may provide notice to Company that it is cancelling any affected outstanding Buyer Orders or affected portion thereof.

- r. **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.
- s. **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.
- t. **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
- u. **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.
- v. **Headings.** The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- w. **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.



HONEYWELL BUILDING SOLUTIONS SERVICE AGREEMENT

Honeywell Document	Location
Data Processing Exhibit for Suppliers	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Data-Privacy-Obligations-for-Suppliers.pdf
Equal Employment Opportunity Policy	https://www.honeywell.com/us/en/company/integrity-and-compliance
Honeywell Code of Conduct	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/code-of-conduct/HON_COC_English.pdf
Honeywell's 2022 Slavery and Human Trafficking Statement	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/honeywell-anti-slavery-statement.pdf
Human Rights Policy	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/hon-human-rights-policy.pdf
Security Obligations for Non-Disclosure Agreements	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/supplier/security-obligations-for-ndas.pdf
Security Obligations for Suppliers	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/supplier/security-obligations-for-suppliers.pdf
Supplier Code of Business Conduct	https://www.honeywell.com/us/en/company/integrity-and-compliance/supplier-code-of-business-conduct