

### CUSTOMER'S PAYMENT OF APPLICABLE SERVICE FEES/CHARGES AND/OR SUBMITTAL OF ITS PRODUCT(S) TO HONEYWELL FOR SERVICE SIGNIFIES ITS ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS

These Terms and Conditions and any Honeywell-generated Service acknowledgement or confirmation constitute a binding agreement ("Agreement") between Hand Held Products, Inc., a wholly owned subsidiary of Honeywell International Inc., ("Honeywell") and Customer which applies to any and all product-related maintenance, support, inspection and repair services performed by Honeywell or its Suppliers (collectively "Support Services") for Customer's purchased covered product(s) (the "Product" or "Products") provided by Honeywell or its certified reseller partners and Suppliers, for which Customer has validly purchased Support Services coverage. As used herein, "Supplier" means any party or entity retained by Honeywell as a supplier to provide labor, materials, Services, or Products necessary to provide or complete the Support Services. The Customer and the applicable Support Services are further described in detailed service descriptions ("Service Description") for the Products also identified on <https://automation.honeywell.com/us/en/support/productivity-solutions/agreements> Customer for which this Agreement is found and/or the Support Service acknowledgment or confirmation issued by Honeywell. This Agreement does not cover minor accessories included with the Product, such as cables or wearable or field replaceable portions of the Product, unless otherwise stated purchase order. This Agreement only covers Products listed by serial number on the accepted purchase order and/or Honeywell issued purchase order acknowledgment. If Customer and Honeywell have mutually signed a separate agreement for Services that is referenced on Customer's Purchased Order and accepted by Honeywell, then the terms of that agreement will supersede these Terms and Conditions and govern the Support Services in addition to the applicable Service Description. **THESE TERMS AND CONDITIONS PROVIDE THE FUNDAMENTAL BASIS FOR HONEYWELL'S PERFORMANCE OF SUPPORT SERVICES. ANY TERMS AND CONDITIONS OR PROVISIONS IN ANY CUSTOMER-RELATED WEBSITE, PURCHASE ORDER, DOCUMENT, TRANSMITTAL OR COMMUNICATION THAT CONFLICT WITH, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS ARE HEREBY REJECTED BY HONEYWELL AND OF NO LEGAL EFFECT, REGARDLESS OF THE TIME OF TRANSMITTAL.**

1. **Purchase Orders.** Support Services will not be provided to Customer absent placement of a valid Order (as defined below) which has been submitted to and accepted by Honeywell. Orders (including any revised Orders) are non-cancellable except as expressly set forth herein and are exclusively governed by the terms of this Agreement, unless amended in signed writing by authorized representatives of the Parties. Customer agrees to obtain access, maintain access, and use Honeywell's specified Electronic Data Interface ("EDI") to place all Orders and any Changes thereto. A valid Order means any written order or purchase order for Honeywell to provide Support Services which is (i) submitted to Honeywell via EDI (or another Honeywell approved means), (ii) has been accepted by Honeywell and (iii) includes all the following elements:

- Order number;
- Customer's legal name and address;
- Addresses for shipment or provision of any Products or Services and for invoicing, if different;
- List of specific Products and Services (separately listing any Software) being purchased or licensed, including
  - quantities for each, any Honeywell part numbers, descriptions, and unexpired Proposals incorporated;
  - Price (in the USD);
  - Requested performance period;
  - Any special routing, packaging, labeling, handling, or insurance requests by Customer (which may be subject to additional fees);
- Customer's approved payment terms; and
- Confirmation that the Order entitles Honeywell to invoice Customer.

2. **Service.** All Support Services will be performed Monday through Friday, 8:00 a.m. - 4:30 p.m. Local time based on

the Honeywell Service Center location performing Support Services, excluding applicable local holidays. If Customer requests Services outside such time, charges for overtime and additional expenses will be billed separately and pre-paid by Customer. Support Services are limited to attempting to restore the Products to working condition. Customer will promptly notify Honeywell of any malfunction or request for Support Service for any of the Products covered under this Agreement. Honeywell is not obliged to provide Support Services that result in significant betterment or capital improvement to the Products covered hereunder. Honeywell reserves the right to discontinue Support Services or refuse to perform any Support Services, in its sole and commercially reasonable discretion(i) due to Honeywell's inability to support a Product after a required component is no longer available for purchase on a commercially reasonable basis, (ii) after a Product has reached its End of Service date, or (iii) Product has been subjected to excessive and chronic abuse that is not successfully corrected by a joint Honeywell/Customer remediation plan. Product servicing shall not serve to extend the term of the Product warranty. Honeywell may provide the Services at Honeywell owned Service Centers or Honeywell Authorized Service Centers at Honeywell's discretion.

### **3. Customer Requirements.**

**3.1 Product Condition.** Customer warrants that all Products are in working condition as of the Effective Date of this Agreement. Honeywell may require Product to be inspected at current on-site inspection rates prior to coverage being offered or effective if Product is not new or has not been continuously covered by a Honeywell service contract. If remedial repairs are required, Honeywell will provide a cost estimate at current parts and labor rates or at current flat rate repair rates. Such repairs must be completed before the Product can be covered under this Agreement. Buyer agrees to provide Honeywell access to all equipment covered by the Services to be performed by Honeywell under this Agreement, which is limited to such equipment and systems that the Parties agree to in writing ("Covered Equipment"). It is understood that Honeywell's repair, replacement, and emergency service obligations apply only to the Covered Equipment (and only to the extent expressly provided in the accepted Order. Buyer retains all responsibility for maintaining local area networks, wide area networks, leased lines, and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the Covered Equipment. Honeywell 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.

**3.2 On-Site Conditions.** Customer agrees to provide a suitable environment for the Product as specified by Honeywell documentation, and when Support Services are provided at Customer site, to provide Honeywell full and safe access to the Product.

**3.3 Customer Data.** Customer is responsible for all processes and safeguards required to store, preserve and protect Customer data as defined herein. Customer retains all rights that Customer already holds in any data that Customer, End User, or their respective agents or representatives' input, upload, transfer, or make accessible in relation to the Products and Support Services, including, without limitation any data that is collected by the Products or via performance of the Support Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise process Input Data to provide, protect, improve, or develop Honeywell's offerings. In accordance with Section 3.4 (Data Privacy) below, Customer has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Honeywell and its related Suppliers may also process Input Data for any other purpose provided it is in an anonymized form that does not identify Customer, any End User, or any data subjects. Customer will, at Customer's cost and expense, defend, indemnify and hold harmless Honeywell, its related entities, and their respective representatives and subcontractors from and against all Claims arising out of their possession or processing of Input Data in accordance with this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. Unless agreed in writing, Honeywell does not archive Input Data for Customer's future use. Customer consents to any transfer of Customer's Input Data outside of its country of origin, subject to Section 3.4(Data Privacy) below.

**3.4** As used herein, "Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification,

or data security laws or regulations; “Data Controller” means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws); and “Personal Data” means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Customer to Honeywell in relation to the Honeywell Products and Support Services. Each Party will process Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice to any data subjects, to the extent applicable). c. To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK’s International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK’s Data Protection Act 2018 (“Controller SCCs”) in its capacity as “data exporter” or “data importer”, as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an exhibit to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/Customer/trust-center>. Each Party will implement appropriate technical and organizational measures to protect Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the Parties. d. Further, if Honeywell processes Personal Data on Customer’s behalf under this Agreement, it shall process any such Personal Data for the purposes of providing, improving, and/or developing its Support Services, in accordance with the Honeywell Privacy Statement and Honeywell’s Data Processing Agreement (available at <https://www.honeywell.com/us/en/Customer/trust-center>), which is hereby incorporated by reference into the Agreement in its entirety as if set out in full as an exhibit to this Agreement.

4. **Replacement.** If Honeywell (or Hand Held Products) determines in its sole discretion, that a Device submitted as an RMA cannot be repaired in a commercially reasonable manner and time frame, then HON may replace such Device, in its sole discretion, with a replacement device that is either the same model, or of similar functionality. Such replacement device may also be new, refurbished, or remanufactured provided it is in good working order and meets or exceeds the functional specification of the original device to be replaced. Honeywell reserves the right to inspect, test and investigate any RMA device to determine the cause, nature and extent of any damage, malfunction, or failure, {Customer/Partner} shall fully cooperate with Honeywell during such investigation. If Honeywell determines in its reasonable discretion that an RMA has been damaged beyond ordinary wear and tear, has been subjected to misuse, neglect, , or improper or abnormal handling, such return shall be deemed an ineligible RMA and will not be replaced, nor subject to any repair, credit or refund. In such instances, Honeywell will notify {Customer/Partner} of the rejection and will return the device(s) at {Customer’s/Partner’s expense}.
5. **Service Fees & Payment.** Support Service Coverage is subject to Customer’s prepayment of non-refundable Support Service Fees. Honeywell’s pricing excludes applicable taxes, due and payable by Customer (including but not limited to, sales, use, excise, value-added, and other similar taxes) (“Taxes”), tariffs and duties. Customer will pay all Taxes resulting from this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes under this Agreement, Honeywell will invoice Customer for such Taxes unless at the time of order placement, Customer furnishes Honeywell with an exemption certificate sufficient to verify Customer’s exemption from the Taxes. In no event will Honeywell be liable for Taxes paid or payable by Customer. Honeywell shall not be obligated to perform Support Services if applicable Service Fees and charges are not timely paid, and Honeywell has the right to suspend Support Services until its receipt of the applicable Support Service Fees and other Service Charges and amounts due to Honeywell. Honeywell’s suspension of Services shall not extend the Term of Service Coverage. For existing Support Services, Honeywell shall issue a renewal letter to the Buyer sixty (60) days in advance of the expiration of the existing contract term and payment on such invoice must be received thirty (30) days prior to the renewal date. If

Customer wishes to receive Support Services, if available, Fees will be charged in accordance with the applicable prices published by Honeywell from time to time. Service Fees and charges are non-refundable. Unless Customer has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Customer has been approved for credit terms, payment for that order will be due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Customer in writing. Honeywell will determine in its sole discretion if Customer qualifies for credit terms. If credit terms are granted, Honeywell may change Customer's credit terms at any time in its sole discretion and may, without notice to Customer, modify or withdraw credit terms for any order, including open orders. Payments must be made in U.S. currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Customer's order number, Honeywell's invoice number and amount paid per invoice; Customer agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the "Remit To" field on each invoice. If Customer makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Customer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Customer without adequate remittance detail to determine what invoice the payment(s) shall be applied to. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. If Customer is delinquent in payment to Honeywell, Honeywell may at its option:

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

These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Customer's credit standing at any time and modify or withdraw credit. Customer may not set off any invoiced amounts against sums that are due from Honeywell. Customer shall pay any and all sales and use taxes assessed by any governmental authority in connection with Services provided to Customer as well as any new or increased taxes or governmental charges upon labor or Services, or the production, shipment, sale, installation, or use of equipment, parts or software in connection with the Services which may be hereafter effective. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

6. **No Set Off.** Neither Customer nor any Affiliate (as defined below) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its Affiliated entities, business divisions, or units. As used herein, "Affiliate" means entity that a Party directly or indirectly controls with respect to its management and policies ("Control"), is Controlled by, or is under common Control with that party. For avoidance of doubt, Customer has an affirmative obligation to raise any dispute with Honeywell prior to taking any actions, such as withholding payment.
7. **Economic Surcharge.** Honeywell may, from time to time and in its sole discretion, issue surcharges on Purchase Orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Honeywell will invoice 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 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.

8. **Delivery and Return of Products.** Customer shall send Products requiring Support Services to Honeywell in accordance with Honeywell's directives and shall be responsible for all actions and costs related to delivery of its Product(s) to Honeywell. Customer shall be solely responsible for providing adequate insurance for its Products and Customer shall bear the risk of loss for its Product(s), whether located at Honeywell or in transit to or from Honeywell.
9. **Confidential Information.** Honeywell may provide Customer certain information during the performance or fulfillment of this Agreement that is non-public or not generally known, including financial information, trade secrets, know how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies ("Confidential Information"). All Confidential Information provided in connection with this Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by this Agreement and shall be protected as confidential by Customer 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 Customer, (b) already known to Customer at the time of disclosure through no wrongful act of Customer, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Customer. Customer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Customer 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, Customer 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.
10. **Limited Service Warranty and Liability.** Services shall be performed in a professional and workmanlike manner warranted for ninety (90) days from the date Support Services are performed (the "Service Warranty Period"). Honeywell's obligation and Customer's sole remedy under this warranty is that Honeywell will correct or re-perform defective Support Services or refund fees paid for the Support Services, at Honeywell's sole election, if Customer notifies Honeywell in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period. Honeywell reserves the right to use new or refurbished parts and products in connection with the Support Services. Honeywell's liability under this Service warranty is limited to Products returned as directed by Honeywell, transportation prepaid, to Honeywell's designated Service facility and found by Honeywell to have failed to function solely because of Honeywell's defective workmanship or Honeywell's installation of defective materials during the applicable Support Service. The Service warranty will be void for Products which have been: set up, operated and/or installed contrary to Honeywell's product documentation; subjected to misuse, abuse, neglect (including without limitation failure to follow proper Support Service and cleaning schedules), or intentional, reckless or malicious acts or omissions; used in a manner or for a purpose for which it was not designed, including without limitation use of the Product outside of its operational and environmental specifications; subjected to attempted or completed Product service, repair, disassembly, alteration or modification by Customer or unauthorized third party; subjected to accident or natural or man-made disasters (including without limitation fire, theft, water damage and floods) that would cause internal and external component damage or destruction; subjected to improper shipping or handling, improper installation, static electricity or electro-static discharge, or excessive voltage or current supplied to or drawn from interface connections.

THE FOREGOING WARRANTY IS MADE AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. TO THE EXTENT ALLOWABLE BY APPLICABLE LAW ALL OTHER REMEDIES ARE DISCLAIMED, AND CUSTOMER HEREBY RELEASES HONEYWELL FROM ANY OBLIGATION OTHER THAN SAID REPAIR OR REPLACEMENT.

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).

ALL CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SECTION 10 (LIMITED WARRANTY) OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY CUSTOMER TO ITS' CUSTOMERS, INCLUDING SERVICES PERFORMED BY CUSTOMER ON HONEYWELL PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY SERVICES, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF SERVICES, AND ANY PROVISION OF SERVICES TO CUSTOMER, SHALL NOT EXCEED THE LESSER OF (I) THE AGGREGATE PURCHASE PRICE PAID BY CUSTOMER TO HONEYWELL FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE OR (II) \$10,000 USD, ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.

CUSTOMER 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.

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 Services 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.

**11. Term and Termination of Service Coverage.** The Term of Support Services coverage is as specified per quote and valid Purchase Order or as otherwise agreed by the parties pursuant to a fully executed agreement for Services. Service Coverage may be terminated by Honeywell for convenience upon thirty days advance written notice. Either party may terminate Service Coverage upon written notice at any time upon or after: (i) the filing by the other party under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof of a petition in bankruptcy or insolvency involving the other party; or (ii) the filing by the other party of any petition or answer seeking reorganization, readjustment, or arrangement of the business of the other party under any law relating to bankruptcy or insolvency; or (iii) the appointment of a receiver for all or substantially all the property of the other party; or (iv) the making by the other party of any assignment or attempted assignment for the benefit of its creditors; or (v) the institution of any proceedings for the liquidation or winding up of the other party's business or for the termination of its corporate charter. In the event of termination of this Agreement for convenience by Honeywell, if Customer is in compliance with its obligations under this Agreement, Honeywell shall return to Customer the unused portion of any pre-paid Service Fees less fifteen percent (15%), minus any amounts due and owing to Honeywell. Notwithstanding this provision, any Product covered by this Agreement for more than one half of the prepaid term will not qualify for any refund or rebate in the event of termination of this Agreement.

- 12. Relationship Between Parties.** Nothing contained herein shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent or other representative of the other party hereto.
- 13. Excusable Delays.** A delay that is permissible or excusable (each an “Excusable Delay”) is any act, event or condition which prevents the affected Party from performing its obligations under this Agreement and is beyond the reasonable control of such Party (or any third party over whom such Party has control). Except for payment obligations (including increased payment obligations resulting from the need for a Change Order), neither Party shall be considered in default or in breach of its obligations under this Agreement if and to the extent that its failure of, or delay in, performance is due to an Excusable Delay event; provided, that (i) the affected Party provides written notice to the other Party as soon as practicable of the Excusable Delay event and uses commercially reasonable efforts to overcome or mitigate the effects of such occurrence; and (ii) when the affected Party can resume its obligations, such Party shall give the other Party written notice to that effect and shall promptly resume performance. Notwithstanding the prior sentence, quantities affected by an Excusable Delay may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will otherwise remain unaffected. Excusable Delay events shall include, without limitation:
- a. Delays or refusals to grant an export license or the suspension or revocation thereof;
  - b. Any other acts of any Government Authority that would limit a party’s ability to perform under this Agreement;
  - c. An act of God, including but not limited to, fires, earthquakes, flood, landslide, lightning, explosion, tropical storms, hurricanes, tornadoes, severe weather conditions;
  - d. Pandemics, epidemics, quarantines, or regional medical crises,
  - e. The presence of Hazardous Substances or Mold,
  - f. Shortages or inability to obtain materials, equipment, energy, or components,
  - g. Labor strikes, lockouts, or other labor disruptions, viii. Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism, acts of a public enemy, war, blockade, insurrection, rebellion, sabotage or similar occurrence any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), ix. Suspension, termination, interruption, delay, denial or failure of renewal or issuance of any government permit, license, consent, authorization, interconnection, ability to work or operate a facility, or approval by a Governmental Authority or electric utility relating in any way to the Deliverables,
  - h. A Change in Applicable Law occurring after the Effective Date,
  - i. Approval, passing, enactment or changing of sanctions laws, export/import control Laws or related regulations that impact or constrain the performance of the obligations of Honeywell or any of its supplier or vendors, or
  - j. Any other cause beyond the non-performing party's reasonable control.

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

- 14. Severability.** In the event that any of the provisions of this Agreement or portions thereof are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions or interpretations thereof, shall not be affected thereby.
- 15. Headings.** The headings of this Agreement are for convenience of reference only and shall not limit, or be used as an aid in construing, the provisions of this Agreement.
- 16. Entire Agreement.** This Agreement sets forth the full and complete understanding of the parties with respect to the Services to be performed by Honeywell for Customer and supersedes all previous understandings, written or oral, which may have existed relating to the Services to be performed by Honeywell.

17. **Assignment**. Customer shall not assign this Agreement or its obligations hereunder without Honeywell's express written consent in each instance. Any purported assignment by Customer will be in violation of this Section shall be void.
18. **Notices**. All notices pursuant to this Agreement shall be in writing and delivered in person, mailed (by certified mail, return receipt requested) to the other party at that party's address set forth on the cover page or Service acknowledgement or such other address as either party hereto may, by similar notice, furnish to the other, or , for notices and correspondence of a non-legal nature, telefaxed with proof of receipt.
19. **Choice of Law; Venue**. This Agreement shall be deemed to be executed in the State of New York and shall be interpreted and enforced according to the laws of the State of New York. Venue for any and all controversies in connection with this Agreement shall be in Federal and New York State courts in New York, New York, and any controversies arising out of the Agreement shall be decided only in such courts. Customer hereby submits to the jurisdiction of such courts for any actions or proceedings in connection with this Agreement. No action in connection with this Agreement shall be brought by Customer more than two (2) years after the cause of action arose.
20. **Survival**. The provisions of this Agreement that by their nature continue, including, but not limited to the warranty, limitation of liability, and confidentiality obligations set forth in this Agreement, shall survive any expiration, cancellation or termination of this Agreement.
21. **Language**. This Agreement is prepared and executed in the English language, and all amendments, notices, correspondence and other documentation provided by or on behalf of each of the parties to the other shall be in the English language only. The English language shall be controlling in all respects. Any translations of this Agreement or any amendments, notices, correspondence and other documentation into any other language are for reference only and shall have no legal or other effect.
22. **Modification**. These Support Services Terms and Conditions and any applicable Service Description may be modified or supplemented only by a separate written agreement that refers to this Agreement and/or the applicable Service Description and is signed in hand by duly authorized representatives of both parties. No modification or waiver of any of the provisions, or any future representation, promise, or addition shall be binding upon the parties unless agreed to in writing and signed in hand by both parties. Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such

stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or provide the parties with the obligations and benefits of the bargain originally set forth hereunder.

- 23. Compliance.** All Products and technology hereunder are subject to U.S. and other export controls. Customer shall comply with all applicable national and international laws, rules, mandates, executive orders, regulations, ordinances, proclamations, demands and requisitions of applicable governments, or of any international, federal, state or local governmental authority which may now or hereafter apply in connection with this Agreement or any Products serviced hereunder, including without limitation the European Union directives on WEEE (2002/96/EC) and RoHS (2002/95/EC) dated January 27, 2003.
- 24. Trademarks.** Neither party shall acquire any right under this Agreement to use, and shall not use, any trademark of the other in any advertising, publicity or promotion or other disclosures, or in any manner or for any purpose whatsoever. The provisions of this Section shall survive completion of the Services.