

### THE FOLLOWING PROVISIONS APPLY TO ALL OFFERINGS:

**1. Applicability.** Orders placed by Company or Agreements for the purchase of any Offerings will be governed solely by these conditions of sale, unless and to the extent that a separate contract is executed between Company and Honeywell. **Company** or **Buyer** means the procuring party. **Honeywell** means the selling entity listed in the Order. Company and Honeywell are collectively referred to as the “Parties” and individually as a “Party.” This Agreement will apply to all Orders for Products or Services whether or not this Agreement is referenced in the Order. In the event a separate contract incorporating this Agreement is executed between the Parties, where applicable, references to “Order” within this Agreement may refer to the contract between the Parties.

### **2. Definitions.**

“**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.

“**Agreement**” means these Conditions of Sale, along with all SOWs, schedules, 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.

“**Building**” shall mean the building where the Work will be performed.

“**Buyer**” means, collectively, the entity(ies) executing or assenting to this Agreement other than Honeywell.

“**Deliverables**” will be as defined in the Agreement.

“**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.

“**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.

“**Fees**” means the amounts payable by Buyer to Honeywell under the terms of this Agreement or any applicable Purchase Order.

“**Honeywell**” means, collectively, the Affiliate(s) of Honeywell International Inc., as well as Honeywell International Inc., to the extent entering into this Agreement.

“**Licensed Software**” means software means the software, firmware or similar intangible materials and any related Documentation, data files, modules, libraries, electronic data, models, components, and elements made available by Honeywell and includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under this Agreement. Software is an Offering under this Agreement and does not include Embedded Software and which is not subject to a separate software license between the parties.

“**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.

“**Parties**” means Honeywell and Buyer and “**Party**” means either, individually.

“**Products**” means products or means the hardware, products or other tangible materials set out identified in the Purchase Order. Products are an Offering under this Agreement. Products includes without limitation, equipment, custom manufactured, end items, line replaceable units and components thereof and those returned for repair, overhaul, or exchange.

“**Purchase Order**” or “**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. The SOW or proposal or other description of the Offerings by Honeywell, shall be included in the Agreement whether or not specifically incorporated by the Purchase Order, and whether or not such is signed by both parties. 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.

“**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 and may include the supply of Products and Software. Services are an Offering under this Agreement.

“**SOW**” means the proposal, statement of work or other description of the Offering provided by Honeywell or otherwise agreed by the parties but excludes any request for quote or request for proposal from Buyer unless and to the extent specifically incorporated into the SOW.

**“Work”** means collectively 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 Honeywell to provide, as identified in this Agreement and/or in any Purchase Order or statement(s) of work, as it may be amended or modified in accordance with the terms of this Agreement (“SOW”), issued under this Agreement. The Work is 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, as well as the specifications, schedule, requirements and Fees, and these will form part of this Agreement.

**“Worksite”** shall mean the location where the Work will be performed.

**3. Purchase Orders.** Orders will be governed by the terms of this Agreement. Orders will specify: (a) Order number, (b) Honeywell's Product part number or quotation number as applicable, including a general description of the Product; (c) requested delivery dates; (d) applicable price; (e) quantity; (f) location to which the Product is to be shipped; and (g) 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. Purchase Orders are non-cancellable, and Fees are non-refundable, unless otherwise agreed by Honeywell in writing. Honeywell may in Honeywell's sole discretion accept a Purchase Order cancellation subject to payment of cancellation charges or Fees as determined by Honeywell, but in no event less than (i) 100% of the amount owed under for any custom, discontinued or special order, or (ii) 30% of the amount owed for any standard offering.

**4. Pricing.** Fees and payment terms are as stated in this Agreement. Prices based on published list prices are subject to change.

**5. Pricing 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.

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

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

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

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 or invalid dispute must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

If Company is delinquent in payment to Honeywell, Honeywell may at its option: withhold performance until all delinquent amounts and late charges, if any, are paid; repossess Products or software for which payment has not been made; 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; recover all costs of collection, including but not limited to reasonable attorneys' fees; and combine any of the above rights and remedies as may be permitted by applicable law. Honeywell may also require Company to provide Honeywell with a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Company's senior finance officer that may include, but not limited to, provision of additional security (e.g., bank guarantee, stand by Letter of Credit, corporate guarantee, etc.). These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Company's credit standing at any time and modify or withdraw credit.

**7. Taxes.** Honeywell's Fees do not include any taxes due and payable by Company (including but not limited to sales, use, excise, value-added, and other similar taxes) ("Taxes"), tariffs and duties. Company 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 Company for such Taxes unless at the time of order placement, Company furnishes Honeywell with an exemption certificate sufficient to verify Company's exemption from the Taxes. In no event will Honeywell be liable for Taxes paid or payable by Company. Any taxes listed in any SOW, proposal or Order are estimated unless otherwise specifically referenced. The parties recognize that tariffs and other taxes associated with the sourcing of materials, manufacturing and shipping of equipment, goods and services have not been included in the Purchase Price. Any applicable taxes and tariffs will be added to the Purchase Price and charged to the Company as a separate line item on the affected invoice, and/or at Honeywell's option, processed through a change order. Honeywell will use reasonable mitigation efforts to reduce the impact of such tariffs and other applicable taxes.

**8. Economic Surcharges.** 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, 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, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

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

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

**9. Security Interest.** Buyer grants Honeywell a security interest in Products until paid in full, subject to applicable law.

**10. Setoff.** Neither Buyer nor its affiliated entities (nor any representative or agent thereof) 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 parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

**11. 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 of for non-performance, if Buyer requests a delivery date for a 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.

**12. Company Caused Delay.** If Company or any party Company retains or controls, causes delay, Honeywell may reasonably adjust price, schedule and other affected terms.

**13. Changes.** Company may request changes to the scope of this Agreement subject to written acceptance by Honeywell. Honeywell will inform Company if the change causes a price modification or a schedule adjustment. The change will be effective, and Honeywell may begin performance upon the Parties' authorized signature of the change order.

If Company's actions or inactions alter the Work to be performed under the Agreement, Honeywell will provide a change order to Company and Company will have five business days to accept or reject the change order. If Company rejects the change order, Honeywell will have no obligation to perform the additional or altered Work. Failure to respond within five business days will be deemed acceptance.

**14. 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.

**15. Trademark.** Company agrees not to remove or alter any indicia of manufacturing origin contained on or within the Products, including without limitation the serial numbers or

trademarks on nameplates or cast or machined components. Buyer may not use Honeywell's trademarks, service marks or logos without Honeywell's prior written consent.

**16. Offering Changes and Discontinuance.** Honeywell may make available to Buyer updates or upgrades to the Offerings in its sole discretion but has no obligation under this Agreement to do so, and reserves the right to charge additional Fees for new or improved features or functionality or discontinue any Offering. Honeywell reserves the right to make changes in the Offering design without obligation to make equivalent changes to any Offerings previously supplied to Buyer.

**17. Export.** Honeywell will obtain the export license when Honeywell is the exporter of record. Buyer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Offerings purchased, delivered, licensed or received from Honeywell. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.

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.

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.

**18. Nondisclosure and Non-Use of Information.** 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. Company shall only use Products and Proprietary Information as explicitly permitted herein, and shall not use, or permit others to use, the Products and Proprietary Information in connection with: (a) reverse engineering, disabling, modifying, decompiling, reverse assembling, reverse compiling, or otherwise translating the Products and Proprietary Information, making machine code human readable, or creating derivative works or improvements; (b) interfering with operation or security; (c) gathering intelligence for a competitive offering; or (d) infringing another's intellectual property. For purposes of this section any special tooling, including but 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, is Confidential Information of and owned by Honeywell and any use of tooling is done subject to a license to use such tooling without modification.

**19. Limitation of Liability.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR FOR BUYER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR (a) LOST

PROFITS, REVENUES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS; OR (b) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR FOR BUYER'S PAYMENT OBLIGATIONS OR FOR EXCLUSIONS (AS DEFINED BELOW), EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE AGGREGATE PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, HONEYWELL'S LIABILITY UNDER EVALUATION, BETA, OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. THE LIMITATIONS AND EXCLUSIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

All claims and causes of action must be brought by Buyer within 12 months of actual or constructive knowledge.

**20. Intellectual Property Rights Including Patents.** Company recognizes that all rights or industrial ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Honeywell or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Honeywell and Company only allows the Company the right to use the Products, and no rights to either modify or reproduce. Except for the rights expressly granted in this Agreement, Honeywell does not grant, license, or transfer to Buyer or any other third party any other rights to any of its intellectual property rights, whether by implication, estoppel or otherwise.

**21. Intellectual Property Indemnification.** Honeywell will at its expense, defend any third-party claim, suit or proceeding against Buyer and Buyer's Affiliates and sub-contractors, solely to the extent arising out of third-party claims that Buyer's use of the Offering (as provided by Honeywell) in accordance with this Agreement, directly infringes such third party's United States patent or copyright ("Third-Party IP Claim"), and Honeywell will pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by Honeywell directly attributable to such Third-Party IP Claim. Honeywell has no indemnification obligations under this Section to the extent a claim, suit or proceeding arises from: (a) data Buyer provides; (b) Buyer's use of the outputs of the Offering; (c) unauthorized use; (d) combining the Offering with goods, technology or services not supplied by Honeywell; (e) modifications by

anyone other than Honeywell; (f) settlement made by Buyer without Honeywell's written consent; (g) Buyer's breach of this Agreement; or (h) damages based on a theory of liability other than infringement by the Offering. If the Offering is held to infringe or otherwise violate a third party's rights, or Honeywell believes it may be infringing or violating, Honeywell may undertake at least one of the following with respect to the allegedly infringing materials at Honeywell's option: (i) procure a license to allow Buyer's use; (ii) modify the Offering; or (iii) obtain a license to a reasonable substitute. If none of the foregoing are in Honeywell's opinion commercially reasonable, Honeywell may terminate this Agreement or Purchase Order(s) by notice and refund a pro-rata portion of the unexpired portion of any pre-paid fees without any further liability. 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 sets out Honeywell's sole obligation and exclusive liability, and Buyer's sole remedy, for any Third-Party IP Claims. Honeywell's obligations under this Section are contingent upon Buyer notifying Honeywell in writing of a Third-Party IP Claim promptly upon becoming aware thereof. Honeywell has the sole right to control the defense and/or settlement of each Third-Party IP Claim and Buyer will provide Honeywell reasonable assistance. Any effort by Buyer to settle a Third-Party IP Claim without Honeywell's prior written approval will void Honeywell's obligations under this Section. Buyer will not do anything that has an adverse impact on such defense and/or settlement.

Buyer will, at Buyer's expense and at Honeywell's option, defend and indemnify Honeywell and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by Buyer, arising out of any claim brought against Honeywell by a third party: (a) alleging that Buyer, its Affiliates, or any of its or their employees, agents or subcontractors, infringes such third party's copyright, patent, trademark or trade secret rights; or (b) arising out of or relating to access or use of the Offerings by any of Buyer and its Affiliates or any of its and their employees, agents and subcontractors.

**22. 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.

**23. Data Privacy.** 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 Company 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).

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. If Honeywell processes Personal Data on Company's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy>

apply.

**24. Compliance.** Buyer and its Affiliates will comply with all laws and regulations applicable to access and use of the Offerings. Buyer and its Affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where Buyer conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations (“Sanctions Laws”) related to Buyer’s access to or use of the Offerings. Buyer represents and warrants that none of Buyer or its directors, employees, contractors, agents, banking partners, Affiliates or users (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List (“SDN List”); (b) organized under the laws of, physically located in, or ordinarily resident jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, “Sanctioned Persons”). Neither Buyer nor its Affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the Offerings, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the Offerings for any purpose prohibited by the Sanctions Laws.

Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act (“FCPA”) and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. 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. Buyer’s failure to comply with this provision will be deemed a material breach of the Agreement. Buyer will not submit to the Offerings any data subject to the Sanctions Laws.

Buyer will notify Honeywell immediately in writing of actual or reasonably suspected violations of this section. Honeywell may suspend or terminate the Agreement or any Purchase Order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the

Sanctions Laws without Honeywell incurring any liability.

**25. Force Majeure (Excusable Delay or Nonperformance).** (a) 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. Notwithstanding the prior sentence, quantities affected by this Force Majeure clause may, at the option of Honeywell, be eliminated from this Agreement without liability, but this Agreement will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation: (i) Delays or refusals to grant an export license or the suspension or revocation thereof, (ii) Any other acts of any government that would limit a party’s ability to perform under this Agreement, (iii) Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (iv) Pandemics, epidemics, quarantines, or regional medical crises, (v) The presence of Hazardous Substances of Mold, (vi) Shortages or inability to obtain materials, equipment, energy, or components, (vii) Labor strikes or lockouts, (viii) Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism, or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), (ix) Inability or refusal by Buyer’s directed third-party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the Offerings to be provided by Honeywell under this Agreement, or (x) Any other cause beyond the non-performing party’s reasonable control. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing. When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell’s internal use. Should any part of the system or any equipment in each case that are related to the Offering 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. For the avoidance of doubt, there need not be a Force Majeure Event to invoke surcharges as described herein as “**Economic Surcharges.**” In the event that a Force Majeure Event is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Buyer that it is cancelling any affected outstanding Buyer Purchase Orders or affected portion thereof. (b) 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.

**26. Applicable Law.** This Agreement, and the relationship between the Parties, will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York County, New York over any claim or dispute arising under or in connection with this Agreement or related to its enforceability. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement.

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

**28. Change in Control.** means any of the following, whether in a single transaction or a series of related transactions and whether or not Company is a party thereto: (i) a sale, conveyance, transfer, distribution, lease, assignment, license or other disposition of all or substantially all of the assets of Company that results in a change in the effective control of the Company; (ii) any consolidation or merger of Company or its controlling affiliates, any dissolution of Company or its controlling affiliates, or any reorganization of one or more of Company or its controlling affiliates; or (iii) any sale, transfer, issuance, or disposition of any equity securities or securities or instruments convertible or exchangeable for equity securities (collectively, "Securities") of Company or its controlling affiliates in which the holders of all of the Securities that may be entitled to vote for the election of any member of a board of directors or similar governing body of Company or such controlling affiliate immediately prior to such transaction(s)

hold less than fifty percent (50%) of the Securities that may be entitled to vote for the election of any such member in such entity immediately following such transaction(s). Upon occurrence of one or more Change in Control events Company shall notify Honeywell and Honeywell may, at its sole discretion, terminate the Agreement with 30 days written notice.

**29. 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.

**30. Data Access.** Buyer retains all ownership and other rights to data and other information that Buyer or persons acting on Buyer's behalf make available in relation to the Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, duplicate, analyze, modify and otherwise use Input Data to provide, improve or develop Honeywell's offerings. Buyer has sole responsibility for obtaining all consents and permissions (including providing notices) and satisfying all requirements necessary to permit Honeywell's use of Input Data. 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. 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. Confidentiality obligations regarding Input Data do not constitute an Exclusion.



**31. Non-Solicitation.** 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.

**32. Legal Advice Disclaimer.** Buyer acknowledges that: (a) Honeywell does not provide legal advice regarding compliance with laws and regulations related to use of the Offerings, and (b) the Offerings has functionality that could be used in ways that do not comply with laws and regulations and Buyer is solely responsible, and Honeywell has no liability, for Buyer's compliance with law with respect to its use of the Offerings.

**33. Notices.** Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: two calendar days after mailing by certified mail, return receipt requested and postage prepaid; one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. All non-electronic notices must be addressed as follows: HONEYWELL, 7901 Innovation Way, Mason OH 45040 Attn: President; with a copy to: General Counsel, 7901 Innovation Way, Mason OH 45040 Company:

## 34. General Provisions.

i. **Assignment.** Honeywell may assign or transfer this Agreement and assign its rights and delegate its obligations. Buyer may not, directly or indirectly, assign or transfer this Agreement, or assign its rights or delegate any of its obligations without Honeywell's prior written consent, and any attempt to do so will be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

ii. **Commercial Use.** Except as expressly identified on the face of a Purchase Order, Buyer represents and warrants that any technical data or software provided by Honeywell to Buyer under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government (other than an agency who is enumerated as an end-user of

the Work under this Agreement) without the prior written consent of Honeywell.

iii. **Conflicts.** In the event of any conflict between documents making up the Agreement, the following order of precedence shall prevail: The SOW, these Conditions of Sale, and then any commercial terms of the Purchase Order.

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

v. **Entire Agreement.** This Agreement is the entire agreement, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by written agreement. The terms, conditions, pricing, schedule, addenda, technical annexes and other elements agreed between the parties in this Agreement shall not apply, or be construed to apply, to any future agreement or course of dealing between the parties except as expressly set forth in such future agreement or incorporated therein by express reference.

vi. **Enforceability.** 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 affect 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.

vii. **Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. The words "including", "e.g.," or similar import, are not limiting or exclusive and will be deemed followed by "without limitation".

viii. **Relationship of Parties.** The Parties are independent contractors of the other, and neither Party, nor any of their respective Affiliates, is an agent, partner or joint-venturer of the other Party for any purpose or has the authority to bind the other Party.

ix. **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.

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

xi. **Survival.** Provisions of this Agreement that by their nature should continue in force beyond the completion or termination or expiration of the Agreement, or any associated orders, will remain in force.

xii. **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. If required by Honeywell's written contract with them, certain of Honeywell's licensors are third-party beneficiaries of this Agreement.

xiii. **Waiver.** Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder.

## **THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO ALL OFFERINGS WHICH INCLUDE THE PROVISION OF PRODUCTS:**

**35. Acceptance – Products.** Products are presumed accepted unless Honeywell receives written notice of rejection from Company explaining the basis for rejection within 30 calendar days after delivery. Company must disposition rejected Product in accordance with Honeywell's written instructions. Honeywell will have a reasonable opportunity to repair or replace rejected Products, at its option. Subject to the terms of the article titled "Taxes", Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell's designated facility for the return of properly rejected Products. Company will provide copies of freight invoices to Honeywell upon request. Unless otherwise stated in the SOW, the Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

### **36. Warranty – Products.**

(a) **Product Warranty Terms.** Subject to compliance this Section, Honeywell warrants that the Products will be free from 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. Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors) are not covered under this warranty. 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.

(b) **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.

Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Honeywell's instruction; alteration, modification, or repair by anyone other than Honeywell or those specifically authorized by Honeywell; accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Company; damage caused by failure of a Honeywell supplied Product not under warranty or by any hardware or software not supplied by Honeywell; or use of counterfeit or replacement parts that are neither

manufactured nor approved by Honeywell for use in Honeywell's manufactured Products. Honeywell has no obligation under this warranty unless Company maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Honeywell's Product. Upon Honeywell's request, Company will give Honeywell access to these records for substantiating warranty claims. In addition to any other provisions herein, Honeywell is not responsible for any Product that is damaged or nonconforming, where such damage or nonconformance is caused by failure or surge of electrical power, environmental or building condition, or Company's systems.

(c) 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.

(d) 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.

(e) Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. HONEYWELL IS NOT RESPONSIBLE OR LIABLE FOR BUYER'S (OR BUYER'S USERS) USE OF THE OFFERINGS, OR USE OR INTERPRETATION OF THEIR OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE OFFERINGS, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE. NOTWITHSTANDING THE FOREGOING,

HONEYWELL MAKES NO WARRANTY THAT THE OFFERINGS WILL MEET BUYER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE

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.

**37. Safety.** Company understands and acknowledges, it is the responsibility of Company to ensure compliance with all related rules and regulations as well as the applicable industry safety standards during operation and maintenance of the Equipment, including but not limited to the Occupational Health and Safety Act ("OSHA"). FAILURE TO FOLLOW SAFETY PROCEDURES WHILE OPERATING THE EQUIPMENT OR REMOVAL OR MODIFICATION OF SAFETY DEVICES OR CODE MAY RESULT IN SERIOUS INJURY OR DEATH. Honeywell provides the following information that is generally applicable to the equipment: (i) manuals that set out safety and maintenance procedures; (ii) warning labels; and (iii) safety devices including e-stops, light curtains, warning horns and radio frequency devices. Company shall ensure that only persons who are fully trained to operate the Equipment in a safe manner have access to the Equipment. Company shall be strictly liable for any damages suffered by Company, its employees, Honeywell, or any third party due to Company's failure to comply with this provision.

**38. Embedded Software.** (a) 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. (b) 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 an 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. Machine controls including programable logic code or resident programmable memory, if embedded in the Product shall be considered "Embedded Software" for the purposes of this section. Embedded Software may be

transferred with the equipment, subject to this license. Company must notify its successor of the terms and conditions of this license upon sale of the equipment. If Honeywell grants Company the right to access Embedded Software to implement specific functions or instructions, at Honeywell's sole discretion, certain subroutines and modules of PLCs may be password protected to safeguard trade secrets and confidential information of Honeywell. If the Work includes Honeywell furnishing third party PC-based controls or other software, those products are provided for use under the terms of the license, warranty or other conditions of such third party.

**39. Changes.** Honeywell may, without notice to Company, incorporate changes to Products that do not alter form, fit, or function. Honeywell may, at its sole discretion, also make such changes to Products previously delivered to Company.

**40. Obsolescence.** For purposes of this Agreement, obsolete means a Products' status declared by Honeywell, at its sole discretion, based on a Product becoming superseded, discontinued or reduced in manufacture. If Honeywell determines that some or all of the requirements of this Agreement can no longer be satisfied due to an obsolescence issue, Honeywell will promptly notify Company of the obsolescence. Honeywell will have no liability for Products declared obsolete.

## THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO ALL OFFERINGS WHICH INCLUDE THE PROVISION OF SERVICES:

**41. Acceptance – Services.** Company will inspect Services within 10 calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within such time. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Company's sole and exclusive remedy for unaccepted Services by Company. Company further agrees that partial or beneficial use of the work by Company prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.

**42. Warranty – Services.** Services Warranty. Services shall be performed in a professional and workmanlike manner warranted for ninety (90) days from the date services are performed (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.

**43. 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.

**44. Travel & Expenses.** Unless otherwise covered in the SOW, 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.



**45. Coverage of Services.** 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.

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, parts that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g., flashtubes, lamps, batteries, storage capacitors), is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Buyer.

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. 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. Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted. 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. 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. 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. 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. 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.

**46. Design Services.** Honeywell has developed the Purchase Order and SOW based on information provided by Buyer and Buyer is solely responsible for any consequences resulting from inaccuracy of its provided information, including any losses and/or adjustments to the scope and/or price.

**47. Intellectual Property – Services.** 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. No Services or work performed by Honeywell will be deemed a work-made-for-hire.

**48. Company 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.

## **THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO ALL "PROJECT" OFFERINGS:**

"PROJECT" Offerings include all offerings which include design, manufacturing and the installation of the product by Honeywell or any other services at the company's site.

**49. Acceptance – Products with Installation.** For Products that are sold with installation Services, Honeywell will prepare a plan of testing to verify completion of the Work. Final Acceptance is the earlier of verified completion of the Work through testing, or the first commercial use of the Work by Company, either of which may occur in stages for portions of the Work. If Final Acceptance occurs in stages, the final payment shall be paid, proportionally to the portion accepted. Should Company delay testing necessary to verify completion or fail to provide adequate product or personnel for such testing, Final Acceptance will be deemed to be the date testing was set to occur. Notwithstanding any assumption of risk for loss, title to any equipment installed by Honeywell will transfer to Company upon the later of (i) payment in full by Company or (ii) Final Acceptance.

Unless test and acceptance criteria are otherwise stated and defined in the SOW, which shall take precedence over any conflicting provision of this Section, upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Buyer will make such final inspection and issue acceptance within three (3) business days. If Buyer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Buyer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Honeywell may correct, replace or re-perform, at its option, the portions of Work giving rise to the non-acceptance. Buyer shall be liable for all costs and expenses associated with any improper non-acceptance, including any costs or expenses associated with delay, correction, replacement or re-performance. Any failure to inspect the Work or failure to issue a proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Buyer further agrees that partial or beneficial use of the Work by Buyer or end-users, including any placement of software included in the Work into a production environment at any time, will constitute final acceptance of the Work under this Agreement. To the fullest extent permitted by law, Buyer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including attorneys' fees, that in any way result from or arise from Buyer's breach of this Section. This

indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section shall be construed to require that Buyer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

**50. Warranty – Products with Installation.** For Products that include installation by Honeywell, Honeywell warrants that at time of Final Acceptance, Products will comply with this Agreement, and for a period of 12 months after Final Acceptance will be free from defects in workmanship and material.

On receipt of notice of Product Nonconformance (as defined below), Honeywell will, at Honeywell's discretion, either remedy the condition at the Worksite; provide a replacement part and instructions for Company to remove and replace the part; or use a VPN to connect and correct the condition remotely. In the case of parts replacement, Honeywell will pay the costs of transporting the parts to Company and will reimburse Company for the costs of transporting parts to Honeywell. If there is a Major Failure, Honeywell will provide the necessary labor and materials to correct the failure at no cost to Company. "Major Failure" means a failure that significantly impacts Company's ability to use the Work by failing to perform at 80% productivity or greater, which is solely caused by seller's Services or the Work's failure to materially conform to the specifications in the Agreement, and which cannot be corrected by replacement parts; modification by Company; or remote modifications by Honeywell. Company will reimburse Honeywell for the labor and expenses of remedial action if the failure is not covered by this warranty.

Honeywell warrants that the Deliverables delivered to Buyer will materially conform to the specifications provided in the applicable SOW or Purchase Order or, if none are specified warrants that the Deliverables will be free from material defects, for a period of 90 days from the date of performance. Buyer's sole remedy for any breach of this warranty is that Honeywell will, at Honeywell's option, re-perform nonconforming Deliverables or refund the portion of Fees paid attributable to the nonconforming Deliverables if Buyer notifies Honeywell during the warranty period. Re-performed Deliverables are warranted for the remainder of the original warranty period.

**51. Permits.** If the Work includes installation, Honeywell will obtain the permits or approvals required for the installation. Company will reimburse Honeywell for its costs therefor.

Company authorizes disclosure of the Agreement to the extent required to obtain permits or approvals. Unless specifically set forth otherwise in the Agreement, Company will be responsible for obtaining all other necessary permits, approvals, assessments, licenses or the like for the Worksite.

**52. Project Management.** The Honeywell will have sole responsibility and control over the manner and means of performing the Work and for coordinating all portions of the Work under the Agreement, unless the Agreement provides specific instructions otherwise. Honeywell will supervise and direct the Work and will have sole responsibility for supervision of its subcontractors and Company will not interfere with or provide direction to any Honeywell subcontractor or supplier. Company will appoint one project manager who will represent the Company in coordinating the Work, providing Building and Worksite access and approve any required Change Orders. Company will ensure that other contractors at the Worksite do not interfere with Honeywell's ability to perform the Work.

**53. 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.

**54. Working Hours.** The Services will be performed between 8:00 a.m. and 4:30 p.m. during local working days unless stated otherwise in this Agreement. Any overtime or other additional expense will be billed to and paid by Buyer.

**55. Building and Worksite Conditions.** 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 have adequate lighting available and operational,
- iii. are properly grounded, have 120 VAC, 60HZ 1 phase power available and operational,

- iv. if floors are to be sealed, have complete and cured sealing,
- v. have clear and permanent floor space available to receive, stage, store and preassemble the Products within 150 ft. of the receiving dock,
- vi. 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,
- vii. are secure and
- viii. 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.

**56. Assumptions.** 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.

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

or dispersion of Hazardous Substances or Mold on or within such locations. (b) 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. (c) 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 Service, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the Services until the area has been made safe by Buyer or Buyer's representative, at Buyer's expense. Honeywell shall have the right to terminate this Agreement if Buyer has not fully remediated the unsafe condition within sixty (60) days of discovery. (d) Buyer 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. (e) Honeywell shall have no duty, obligation or liability, all of which Buyer expressly waives, for any damage or claim, whether known or unknown, including 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 Service, 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. (f) 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. (g) 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: (i) 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, (ii) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (iii) 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.

**58. System Safety.** Honeywell will make reasonable efforts to minimize system operational safety issues consistent with applicable sections of the following U.S. industry safety standards for conveyors and related equipment: American Society of Mechanical Engineers (ASME) – ASME B20.1 – Safety Standard for Conveyors and Related Equipment; American National Standards Institute (ANSI) – ANSI B11.19 – Performance Criteria for Safeguarding (except for bottom guarding which will comply with CEMA Guideline Safety Best Practices (SBP) 004, supplemental guarding for unit handling conveyors); National Fire Protection Association (NFPA) – NFPA 70 – National Electrical Code; National Fire Protection Association (NFPA) – NFPA 79 – Electrical Standard for Industrial Machinery; American National Standards Institute / Robotics Industry Association (ANSI/RIA) – ANSI/RIA R15.06 – Industrial Robots and Robot Systems – Safety Requirements Conveyor Equipment Manufacturers Association (CEMA) – CEMA Standards and SBPs. Honeywell, at its sole discretion, may deviate from the referenced industry safety standards when reasonably necessary to account for site specific conditions, other factors that are outside of Honeywell's control, or obligations set forth in the scope of Work. It is Company's responsibility to address all operational safety issues in its site-specific safety plan. Unless specifically set forth in the Agreement, compliance with additional regulations beyond those mentioned above is not included. Any such additional protocols, requirements or guidelines which Honeywell is requested to comply with must be provided to Honeywell. Thereafter, Honeywell will notify Company if there are material changes to Honeywell's costs, schedule and/or planned execution of safety practices for this Work and submit a change order addressing the material changes.

**59. Insurance.** Honeywell will maintain insurance which includes: Workers Compensation, according to applicable law and Employers Liability with a limit of \$1,000,000 per occurrence; and Commercial General Liability with a limit of \$5,000,000 per occurrence and annual aggregate for bodily injury and property damage, including products and completed operations and contractual liability. Such insurance will be with insurers maintaining an AM Best rating of A- VII or better. Honeywell will, at Company's request, furnish evidence of such insurance in the form of a memorandum of insurance. If Honeywell will be providing Services at the Worksite, upon reasonable request from Company, Honeywell will provide a Certificate of Insurance evidencing such coverage and will name Company as an additional insurance and if applicable, list the owner or landlord of the Building and/or Company's general contractor as additional insured. Honeywell may satisfy the foregoing obligations with any combination of self-insurance, primary liability and umbrella excess liability



coverage. Company will maintain with respect to the Worksite, real property casualty and liability insurance, in such types and amounts no less than the following: all-risk property insurance providing coverage not less than the full replacement cost value of such buildings; commercial general liability insurance, insuring Company against any and all liability for injury to or death of a person or persons, caused by or in connection with the Worksite, and including contractual liability coverage for Company's indemnity obligations under this Agreement, to afford protection with a minimum combined single limit of liability of at least \$5,000,000; and workers' compensation and similar insurance offering statutory coverage and containing statutory limits and employer's liability insurance.

Buyer will provide and maintain insurance policies throughout this Agreement with carriers with a minimum "A -, X" by AM Best or equivalent rating agency. Such policies will: (i) 1) include 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. 2) include 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. 3) include 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. 4) include "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. 5) include 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. 6) include 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 (6) shall also include cyber liability coverage with computer network security liability and privacy liability coverage. 7) include 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 8) 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; (ii) require the carrier to notify Honeywell at least 30 days prior to any expiration or termination; and (iii) name Honeywell as an additional insured.

**FOLLOWING ADDITIONAL PROVISIONS APPLY TO ALL OFFERINGS WHICH INCLUDE THE PROVISION OF SOFTWARE WHICH IS NOT LICENSED TO BUYER UNDER A SEPARATE WRITTEN AGREEMENT OF THE PARTIES:**

**60. SOFTWARE – ON PREMISES.**

**61. DEFINITIONS.**

"**Software**" means the software, firmware or similar intangible materials and any related Documentation, data files, modules, libraries, electronic data, models, components and elements made available by Honeywell and includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under this Agreement. Software is an Offering under this Agreement and does not include Embedded Software.

**62. Software License.** Subject to Buyer's compliance with the terms and conditions of this Agreement, Honeywell hereby grants to Buyer a limited, non-transferable, , site-specific, non-exclusive, revocable, non-sublicensable right and license, to use the Software in object code form, and any related Documentation for such Software solely: (a) in the form made available by Honeywell and in accordance with the

Documentation; (b) for Buyer's internal business purposes and (c) in accordance with the usage metrics, including any limitations on the number of authorized users ("Software Use Rights"). Upon termination or expiration of the applicable SOW and/or this Agreement, Buyer's license to the Software and Documentation and Software Use Rights terminate immediately and Buyer will stop using the Software and Documentation and return, destroy or delete, as directed by Honeywell, all copies of the Software and associated keys. Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Company.

**63. Acceptable Use.** Except as expressly permitted in writing by Honeywell, Buyer will not (and will not authorize, encourage or cooperate with any third party to): (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell,

distribute, disclose, publish, assign, grant a security interest in, encumber or transfer the Software or any license rights in any manner; (b) use the Software in a manner inconsistent with the Software Use Rights; (c) create derivative works or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons of the Software; (f) create, benchmark or gather intelligence from the Software for a competitive offering; (g) translate, reverse engineer, decompile, recompile, update or modify all or any part of the Software; (h) disclose keys or login information required to use the Software to any third party, circumvent any license management, security devices, access logs, or other software protection measures of the Software, modify, tamper with, or disassemble keys, or merge the Software into any other software; (i) alter or remove any proprietary rights notices or legends on or in the Software; or (j) permit any use of the Software by any third party or non-licensed entity, including contractors. Any violation of the restrictions in this Section will constitute a material breach of this Agreement. There may be measures in the Software to prevent unlicensed or illegal use of it, and/or that report to Honeywell metrics related to its use.

**64. Support.** Honeywell may offer technical support in its sole discretion or as agreed in writing. Buyer is solely responsible, and Honeywell has no liability, for: (a) selection, securing, installation, configuration, access and use of Software, including verification of results obtained from Software and taking appropriate measures to prevent loss or theft of Buyer data; (b) operating, controlling and maintaining equipment, infrastructure and connectivity required to use the Software; and (c) applying patches, bug fixes, upgrades and updates of the Software or Third Party Materials. Honeywell is not responsible for any injury or damage to any persons or property resulting from use of Software. Buyer will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software. Honeywell disclaims all responsibility and liability for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of Honeywell's control; (ii) cyberattack; (iii) public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Honeywell, or acts or omissions of third parties Buyer retains; (v) Buyer's or its users' negligence or failure to use the latest version of the Software or follow Documentation; (vi) modifications or alterations not made by Honeywell; (vii) loss or corruption of data; (viii) unauthorized access via Buyer's credentials; or (ix) Buyer's failure to use commercially reasonable administrative, physical and

technical safeguards to protect Buyer's systems or data or follow industry-standard security practices.

If Software Support is provided, it is considered an Offering under this Agreement and will be provided in accordance with the software support terms as updated from Honeywell from time to time.

i. **Product Support.** Buyer shall have access to Honeywell technical support personnel for support of the Software installation or license covered by the Agreement. Buyer may request support at Honeywell's online support site. Telephone support is available 8 AM to 5 PM EST, Monday through Friday (excluding Honeywell holidays, unless otherwise designated by Honeywell). Buyer shall have access to obtain Maintenance Updates according to procedures established by Honeywell.

ii. **Maintenance Updates:** A "Maintenance Update" is a patch or updated version of the Software which addresses code errors or provides minor improvements in functionality or performance of the Software. Maintenance Updates are typically developed by Honeywell in the normal course of business. A Maintenance Update may or may not repair "bugs" which have been reported by the Buyer. Honeywell will determine, in its sole discretion, the content and timing of any such Maintenance Updates. Maintenance Updates do not include versions of the Software which contain material improvements in functionality or performance ("Software Version Release"). Honeywell will determine in its sole discretion whether a release constitutes a Maintenance Update or a Software Version Release. Software Version Releases may be made available to Buyer at an additional charge.

iii. **EXCLUDED SERVICES:** The Buyer is responsible for the interface between the Software and the Buyer's other software and equipment, and for installing, managing and operating any Maintenance Updates. Honeywell will be under no obligation to provide any modifications, assistance or support requested by Buyer but not specifically included in the Services, but may, at its discretion, agree to provide the additional Services at Honeywell's then- current fee structure. Services under this Agreement do NOT include repair or service of the hardware on which the software resides, or troubleshooting of systems or networks of which the Software or the hardware upon which it resides may be a part. Software installations or licenses not covered by an Agreement are not entitled to telephone Support or to Maintenance Updates. Nothing herein shall assure uninterrupted operation of the Software.

**65. Intellectual Property.** Except for those expressly granted in this Agreement, Honeywell and its Affiliates and licensors

own and reserve all intellectual property rights in and to the Software, the Documentation and all of their derivative works, modifications and improvements. The Documentation, Software and operation and performance of the Software constitute Honeywell's Confidential Information.

**66. Warranty.** Honeywell warrants that as of the date of delivery by Honeywell, the Software will materially operate according to Honeywell's then-current applicable Documentation and as set forth in the Agreement. If within 90 days of such date Buyer documents and notifies Honeywell that the Software does not meet this warranty, then Honeywell will, at its option, either (a) correct the defect or error in the Software, free of charge, (b) make available to Buyer satisfactory substitute software or (c) if none of the foregoing is in Honeywell's opinion commercially reasonable, refund to Buyer all payments made as license fees for such Software after Buyer certifies in writing that it has returned or deleted all copies of the Software in its possession. This section sets out Honeywell's sole obligation and exclusive liability, and Buyer's sole remedy, for any breach by Honeywell of the foregoing warranty.

**67. Open Source.** The Offering may include open-source software ("OSS") and to the extent required by licenses covering OSS, such licenses may apply to OSS in lieu of this Agreement. If an OSS license requires Honeywell to make an offer to provide source code or related information in connection with that OSS, such offer is hereby made.

**68. Audit.** Buyer will maintain complete, current and accurate records documenting the location, access and use of the Offering. During the Term and for 1 year thereafter, Honeywell may: (a) require Buyer to send written certification of compliance with the terms and conditions of this Agreement within 30 days; and (b) upon reasonable notice, audit the Buyer's records and electronic logs to verify Buyer's access to and use of any Offerings and Buyer's compliance with the terms and conditions of this Agreement. Buyer may not take any steps to avoid or defeat the purpose of any such verification measures, and will cooperate with Honeywell to facilitate Honeywell's audit. If any audit reveals any underpayment, Buyer will promptly pay Honeywell the underpaid fees and related maintenance and support fees. If the underpayment is 5% or more of the Fees for the Offering in any 3-month period, Buyer will reimburse Honeywell for its audit costs and audit-related expenses.

**69. Third-Party Software Flowdowns.** Honeywell may provide third party materials, including software, in connection with the Software ("Third Party Materials") which may be governed by different terms ("Third Party Terms"). If there are no Third Party Terms, Buyer's use will be (a) subject to the same terms as the Software and (b) solely in connection with Buyer's use of such Software. Buyer is solely responsible for determining, obtaining and complying with all Third Party Terms. Honeywell

has no responsibility for, and makes no representations or warranties, regarding (i) any Third Party Materials or Buyer's use of Third Party Materials, and (ii) Third Party Terms or Buyer's compliance with Third Party Terms.

## 70. SOFTWARE – SAAS.

## 71. DEFINITIONS.

"SaaS" means an online or cloud-based service or feature made available by Honeywell as identified in the SOW. SaaS is an Offering under this Agreement.

**72. Use Rights.** Subject to Buyer's compliance with the terms and conditions of this Agreement, Honeywell: (a) will provide Buyer access to the SaaS via means authorized and provided by Honeywell (which may include online portals or interfaces such as https, VPN or API); and (b) hereby grants to Buyer a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to: (i) access and use the SaaS through such means; (ii) download, install, update and allow Honeywell to update (when applicable), and use any software Honeywell provides solely in support of Buyer's usage of the SaaS; (iii) use Documentation for the SaaS as reasonably required in connection with the SaaS; and (iv) use any output of the SaaS, in each case solely for Buyer's internal business purposes (collectively, "SaaS Use Rights"). SaaS Use Rights continue for the period stated in the applicable SOW, or if no duration is stated, for 12 months from the Effective Date. A SOW may list metrics, including user number, data volume, sensors or other means to measure usage or fees ("SaaS Usage Metrics"). SaaS Use Rights are subject to SaaS Usage Metrics and any other restrictions in this Agreement. If Buyer exceeds Usage Metrics, Honeywell may suspend Buyer's access until Buyer pays all required Fees. Buyer, its employees and any party accessing the SaaS on Buyer's behalf ("Users") may exercise SaaS Use Rights if Buyer binds them to the terms of this Agreement. Buyer is responsible, and Honeywell has no liability, for Users' compliance with this Agreement and for any breach, act or omission by them. Buyer may not resell SaaS Use Rights or permit third parties (except Affiliates or service providers) to be Users, and may not make copies of the SaaS (except for back up), in each case except as agreed by Honeywell in writing.

**73. Accounts.** Buyer may be required to download an app, or visit a website, through which Buyer accesses the SaaS and sets up accounts including issuance or authentication credentials. In operating Buyer's account Buyer and Users must: (a) maintain strict confidentiality of user names, passwords or other credentials; (b) assign accounts to unique individuals and not allow others to use Buyer's credentials or access Buyer's account, including sharing among multiple Users; (c) immediately notify Honeywell of any unauthorized use or breach of security or security incident related to Buyer's account; (d) submit only complete and accurate information;

(e) maintain and promptly update information if it changes; and (f) manage User access. Honeywell may use rights management features (to prevent unauthorized use).

**74. Acceptable Use.** Buyer will not, (and will not authorize, encourage or cooperate with any third party to): (a) reverse engineer, modify, adapt, make machine code human readable or creating derivative works or improvements of the SaaS; (b) circumvent or interfere with the technical protections, security or operation (including disrupting, interacting in an unauthorized manner, probing, scanning or testing the vulnerability of security measures or misrepresenting transmission sources) of the SaaS; (c) perform competitive analysis (including benchmark testing) or create, train or improve a substantially similar product or service to the SaaS; (d) access or use the SaaS in a manner that infringes another's intellectual property rights; (e) employ the SaaS in hazardous environments or inherently dangerous applications, including any product, part, service or other application that could result in death, personal injury, requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; (f) employ the SaaS as (or as a substitute for) a third-party monitored emergency notification system; (g) access or use the SaaS in a manner that would reasonably be expected to cause liability or harm to Honeywell or Honeywell's customers or breach this Agreement; (h) employ the SaaS for critical control of environments, emergency situations, life safety or critical purposes; (i) upload to or use the SaaS to store or transmit infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children or that violates third-party rights, or use the SaaS for or in connection with any unlawful, harmful or fraudulent use or activities; (j) upload to or use with the SaaS any technical data or software controlled under the International Traffic in Arms Regulations (ITAR) or other Export/Import Control Laws; (k) train any machine learning or artificial intelligence algorithm, software or system using the SaaS; or (l) sublicense, distribute or otherwise make available any portion of the SaaS (including any functionality of the SaaS) to a third party. Any violation of the restrictions in this Section will constitute a material breach of this Agreement.

**75. Setup And Support.** Initial set up and configuration are provided if stated in the SOW. Honeywell will manage, maintain and support the SaaS ("SaaS Support") in accordance with the policies specified in the SOW, or if none are specified, Honeywell will use commercially reasonable efforts to maintain the SaaS and repair reproducible defects and make the SaaS available subject to scheduled downtime and routine and emergency maintenance. Except as expressly set out in this Agreement, Buyer is responsible for the connectivity required to use the SaaS and for maintaining the technology, equipment and infrastructure that connects to the SaaS. Set up and SaaS Support excludes device or Third-Party

App set up unless stated in the SOW. Honeywell is not responsible or liable for issues, problems, latency, unavailability, delay or security incidents arising from or related to: (a) conditions or events reasonably outside of Honeywell's control; (b) cyberattack; (c) public internet and communications networks; (iv) data, software, hardware, services, virtual machines, telecommunications, infrastructure or other equipment not provided by Honeywell, or acts or omissions of third parties Buyer retains; (v) Buyer's and Users' negligence or failure to use the latest version or follow Documentation; (vi) modifications or alterations not made by Honeywell; (vii) loss or corruption of data; (viii) unauthorized access via Buyer's credentials; (ix) Buyer's failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer's systems or data or follow industry-standard security practices; or (x) acts or omissions of Buyer, Users or other third parties Buyer retains, in breach of this Agreement. Honeywell reserves the right to modify the SaaS if such modification does not materially diminish the functionality of the SaaS. Honeywell may monitor Buyer's usage of the SaaS.

If SaaS Support is provided, it is considered an Offering under this Agreement and will be provided in accordance with following:

i. **Product Support:** Buyer shall have access to Honeywell technical support personnel for support of the Software installation or license covered by the Agreement. Buyer may request support at Honeywell's online support site. Telephone support is available 8 AM to 5 PM EST, Monday through Friday (excluding Honeywell holidays, unless otherwise designated by Honeywell). Buyer shall have access to obtain Maintenance Updates according to procedures established by Honeywell.

ii. **Maintenance Updates:** A "Maintenance Update" is a patch or updated version of the Software which addresses code errors or provides minor improvements in functionality or performance of the Software. Maintenance Updates are typically developed by Honeywell in the normal course of business. A Maintenance Update may or may not repair "bugs" which have been reported by the Buyer. Honeywell will determine, in its sole discretion, the content and timing of any such Maintenance Updates. Maintenance Updates do not include versions of the Software which contain material improvements in functionality or performance ("Software Version Release"). Honeywell will determine in its sole discretion whether a release constitutes a Maintenance Update or a Software Version Release. Software Version Releases may be made available to Buyer at an additional charge.

iii. **EXCLUDED SERVICES:** The Buyer is responsible for the interface between the Software and the Buyer's other



software and equipment, and for installing, managing and operating any Maintenance Updates. Honeywell will be under no obligation to provide any modifications, assistance or support requested by Buyer but not specifically included in the Services, but may, at its discretion, agree to provide the additional Services at Honeywell's then- current fee structure. Services under this Agreement do NOT include repair or service of the hardware on which the software resides, or troubleshooting of systems or networks of which the Software or the hardware upon which it resides may be a part. Software installations or licenses not covered by an Agreement are not entitled to telephone Support or to Maintenance Updates. Nothing herein shall assure uninterrupted operation of the Software.

**76. Termination.** In addition to the other termination provisions of this Agreement, Honeywell may terminate this Agreement or any SOW upon written notice if the SaaS is provided at no charge, Buyer's use is fraudulent, or Buyer's continued use would subject Honeywell to third party liability. Honeywell may without liability immediately suspend Buyer's Use Rights without notice if Honeywell determines Buyer or Users are or may be in violation of this Agreement (including failure to pay Fees by due date), pose a security threat, or Buyer's use of the SaaS is likely to cause immediate and ongoing harm to Honeywell or others. During suspension, Buyer and Users will not have access to the SaaS and may be unable to access Input Data. Upon termination or expiry of this Agreement Buyer's Use Rights will expire and Buyer must cease use of the SaaS and delete all copies of SaaS documentation and credentials. Buyer will remain responsible for all Fees Buyer have accrued.

Within a reasonable period of time after receipt of Buyer's request made within 30 days after the effective date of expiry or termination, Honeywell will provide a file of Buyer's Input Data in comma separated value (.csv) format along with attachments. Honeywell will have no other obligation to maintain or provide to Buyer its Input Data and will thereafter, unless legally prohibited, delete all Buyer's Input Data in its systems or otherwise in Honeywell's possession or control.

**77. Security.** Security is governed by policies in the SOW or if none are specified Honeywell will use commercially reasonable administrative, physical and technical safeguards designed to protect Personal Data and Input Data and follow industry-standard security practices, as set out in the Security Practices at <https://hwl.co/securitypractices>. Buyer is solely responsible for costs or liability incurred due to unauthorized use or access through Buyer's or Users' account credentials or systems and for security of on-premises software and hardware.

**78. Data.** Buyer retains all ownership and other rights to data and other information that Buyer or persons acting on Buyer's

behalf make available in relation to the Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, duplicate, analyze, modify and otherwise use Input Data to provide, improve or develop Honeywell's offerings. Buyer has sole responsibility for obtaining all consents and permissions (including providing notices) and satisfying all requirements necessary to permit Honeywell's use of Input Data. 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. 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. Confidentiality obligations regarding Input Data do not constitute an Exclusion.

**79. Intellectual Property.** Honeywell and its Affiliates and licensors own and reserve all right, title and interest, including all intellectual property rights; (i) in and to the SaaS and all derivative works, modifications and improvements of the SaaS; and (ii) know-how and information (excluding all Input Data); (a) developed by Honeywell or its Affiliates by processing or analyzing Buyer's and Users' use of the SaaS and or Input Data; or (b) generated via or derived from providing or supporting the SaaS. The operation and performance of the SaaS is Honeywell's Confidential Information. Buyer and Users will not remove, modify or obscure any intellectual-property-right notices on the SaaS.

**80. Third-Party Applications.** The SaaS may contain features designed to interoperate with applications, software or platforms provided by Buyer or a third party ("Third-Party Apps"). Buyer's use of a Third-Party App is subject to a separate agreement between Buyer and the relevant third party. Buyer grants Honeywell all rights necessary for Honeywell to facilitate interoperation between such Third-Party Apps and the SaaS. Honeywell does not warrant or support Third-Party Apps and cannot guarantee their continued security, availability or performance. Buyer's use of a Third- Party App may enable transfer of Input Data or Personal Data outside of the SaaS and Buyer is solely responsible any liability or loss relating to such transfer.

**81. Disaster Recovery, Backup.** Honeywell maintains disaster recovery and business continuity plans to manage material loss or failure in the facilities, equipment or technologies used

to provide the SaaS (“Disaster Failure”). Unless agreed otherwise in writing, Honeywell does not offer account recovery of data separately from that of any other customer and Honeywell is not responsible if backups fail, are incomplete, or could not be performed or Input Data is lost or damaged. In the event of Disaster Failure Honeywell will use commercially reasonable efforts to restore to the most recently available backup. Honeywell’s obligations set out in this section are Honeywell’s sole obligations, and Buyer’s sole and exclusive remedy, for Disaster Failure.

**82. Audit.** Buyer will maintain complete, current and accurate records documenting the location, access and use of the Offering. During the Term and for 1 year thereafter, Honeywell may: (a) require Buyer to send written certification of compliance with the terms and conditions of this Agreement

within 30 days; and (b) upon reasonable notice, audit the Buyer’s records and electronic logs to verify Buyer’s access to and use of any Offerings and Buyer’s compliance with the terms and conditions of this Agreement. Buyer may not take any steps to avoid or defeat the purpose of any such verification measures, and will cooperate with Honeywell to facilitate Honeywell’s audit. If any audit reveals any underpayment, Buyer will promptly pay Honeywell the underpaid fees and related maintenance and support fees. If the underpayment is 5% or more of the Fees for the Offering in any 3-month period, Buyer will reimburse Honeywell for its audit costs and audit-related expenses.

*Transnorm standard terms and conditions United States pub July 10, 2025.*