

**1. Applicability.** Purchase orders placed by Buyer (“**Order**”) for the purchase of: (a) products, including without limitation, end items, line replaceable units and components thereof and those returned for repair, overhaul, or exchange (collectively referred to as “**Products**”) (b) services to support a defined customer requirement (“**Services**”), (c) 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 (“**Software**”), or (d) any online or cloud-based service or feature made available by Honeywell as identified in the Purchase Order (“**SaaS**”) will be governed solely by these conditions of sale set out in this document (“**Agreement**”), unless and to the extent that a separate contract is executed between Buyer and Honeywell. Buyer is defined as the procuring party and Buyer and Honeywell are collectively referred to as the “**Parties**” and individually as a “**Party**.” Products, Services, Software, SaaS and/or other offering(s) or related materials or rights for which Buyer has contracted and are identified in any Order issued under this Agreement are “**Offerings**”. This Agreement will apply to all Orders for Offerings 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. Any Orders provided by Buyer under this Agreement serve to identify the information referenced above and shall not, in themselves, create any commitment binding upon the Parties. “**Fees**” means the amounts payable by Buyer to Honeywell under the terms of this Agreement or any applicable Purchase Order. “**Honeywell**” means the relevant Honeywell entity listed on the order acknowledgement. “**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. “**Affiliates**” 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.

**2. Purchase Orders.** Buyer shall have access to, maintain access, and use Honeywell’s specified Electronic Data Interface (“**EDI**”) or at Honeywell’s direction another requested web portal or platform. Buyer Purchase Orders and changes will be transmitted to Honeywell via EDI or other Honeywell designated web portal platform. Purchase Orders will specify: (1) Purchase Order number; (2) Honeywell’s part number including a general description of the Offering(s); (3) requested delivery dates, which will be no shorter than the published or contracted lead time; (4)

price (non-catalog prices must reference either a valid Honeywell contract or quote number); (5) quantity; (6) location to which a Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable (with the understanding that this may result in additional Fees payable); and (8) location to which invoices will be sent for payment. Purchase Orders are subject to Honeywell’s acceptance explicitly in writing or upon Honeywell’s delivery of an Offering. Honeywell reserves the right to limit Order quantities. For avoidance of doubt, Honeywell’s order acknowledgment will not constitute acceptance and Honeywell reserves the right to reject any Order in its sole discretion and for any reason. Any 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 Order under this Agreement shall not include any terms and conditions from Buyer contained therein, it being the agreement of the Parties that the terms and conditions in this Agreement shall be binding.

**3. Delivery. (a) Delivery Liability.** Delivery and shipment dates for Offerings 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, without limitation, liquidated damages in Buyer’s contracts with its customers), resulting from Honeywell’s failure to perform or its delay in performing, unless otherwise agreed in a signed written document by an authorized representative of Honeywell. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Buyer, or a type of offering 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 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, without limitation, all costs Honeywell incurs for redirecting shipments due to any incorrect information or address Buyer or its representatives provide. (b) **Delivery Charges.** Delivery terms for Products are (i) FCA (Incoterms 2020) Honeywell’s point of shipment (“**Honeywell Dock**”) for all international shipments and (ii) Ex-Works (Incoterms 2020) Honeywell Dock for all domestic shipments. (c) **Early Delivery & Future Delivery.** Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the Parties otherwise agree in writing. Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the Parties. Honeywell reserves the right to ship Orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the Order. Without imposing any

liability on Honeywell in respect of any delays or non-performance, if Buyer requests a delivery date for an Order shorter than standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Order. If Buyer does not accept delivery of shipment at any time, Honeywell reserves the right to store the Product pending delivery, and Buyer shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics. Title will pass to Buyer upon delivery in accordance with the delivery terms set forth above.

**4. Product Shipping.** Honeywell shall use reasonable efforts to ship Products to Buyer in accordance with the shipment schedule provided to Honeywell by Buyer. Honeywell reserves the right to ship Products as early as five (5) business days prior to the requested shipment date in order to accommodate Honeywell's overall shipment schedules. Notwithstanding the foregoing and without limiting the generality of this Section, Honeywell shall not be liable for damages of any kind as a result of a delay in shipment for any reason. Buyer may change a previously requested shipment date for any standard Products (i.e., Products other than custom or made-to-order Products), provided that Buyer gives Honeywell written notice of such change at least thirty (30) business days prior to the previously requested shipment date. Except as provided above, Buyer shall not be entitled to change a previously requested shipment date or cancel an Order for any Products except with Honeywell's prior express written consent, which consent shall be in Honeywell's sole discretion. If Honeywell gives its consent pursuant to the preceding sentence but any Products involved have already been shipped to Buyer, then: (1) Buyer shall return the Products to Honeywell and pay all related shipping, handling, customs and insurance charges (for both shipping the Products to Buyer and returning the Products to Honeywell); and (2) Buyer may be charged by Honeywell a restocking fee to cover rework and handling fees.

**5. Acceptance. (a) Products:** All Products are presumed accepted unless Honeywell receives written notice of rejection from Buyer explaining the basis for rejection within 30 calendar days after delivery. Buyer must disposition rejected Products 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. Buyer will provide copies of freight invoices to Honeywell upon request. If Honeywell reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection. **(b) Services, Software, and SaaS:** Buyer will inspect Services, Software and SaaS within 10 calendar days after

delivery or completion of Services, as applicable. Services, Software and SaaS 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, Software and SaaS, which shall be Buyer's sole and exclusive remedy for unaccepted Services, Software and SaaS by Buyer. Buyer further agrees that partial or beneficial use of Services, Software or SaaS by Buyer prior to final inspection and acceptance will constitute acceptance of such Services, Software or SaaS (as applicable) under this Agreement. If Honeywell reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

**6. Changes.** 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.

**7. Prices.** Unless otherwise specified in writing by Honeywell, prices for Offerings shall be as set forth in the Honeywell price book in RMB at the time an Order is accepted. Prices, terms, conditions, and Offering specifications are subject to change without notice; provided, however, that Honeywell will endeavor to provide at least thirty (30) days' written notice of any changes. Pricing is subject to immediate change upon announcement of Offering discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including, without limitation, invoices previously paid by Buyer.

Honeywell reserves the right to monitor Buyer's Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Buyer's Orders during that time period is two percent (2%) higher than monthly forecasted or historic purchases determined by averaging the prior three (3) months, Honeywell reserves the right to charge the increased price on the excess.

All Orders with price deviations or promotional pricing require the appropriate promotion or deviation code (competitive price request code correlating to the approved discount from a discount agreement with Honeywell). Any Orders with price discrepancies that do not contain a promotion or price deviation code will receive a price discrepancy notice from Honeywell customer service for resolution. Buyer has 48 hours to provide an updated Order or accept Honeywell's pricing (in writing); otherwise, the Order may be cancelled. Please refer to the Honeywell price list (or consult your Honeywell representative for your specific codes).

Depending on Buyer's local region and the Offerings being purchased, Honeywell may impose a minimum order value, minimum order quantities and processing fees for custom orders or orders below the imposed minimum thresholds. Honeywell may also charge processing fees for Orders placed manually and not through its ecommerce website. Subject to periodic revision, the minimum order value is US\$1000 (or a similar equivalent in other applicable local currency), excluding shipping and handling costs, below which a US\$100 fee will be applied to an Order, and the manual processing fee is US\$100 per Order.

Honeywell may, from time to time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "**Economic Surcharges**"). Honeywell will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

**8. Payments.** Unless Buyer has been approved for credit terms by Honeywell, payment for all Orders will be made at the time of order placement. In the event Buyer 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 Buyer in writing. Honeywell will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Honeywell may change Buyer's credit terms at any time in its sole discretion and may, without notice to Buyer, modify or withdraw credit terms for any order, including open Orders. Honeywell may, at its sole discretion require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) for a Buyer with no established credit terms and will be determined by Honeywell on a case-by-case basis.

Partial shipments will be invoiced as they are shipped. Honeywell

is not required to provide a hard copy of the invoice and may submit invoices electronically. Payments must be made in RMB unless agreed otherwise in writing and must include remittance detail containing at a minimum the Buyer's order number, Honeywell's invoice number and amount paid per invoice. Buyer agrees to pay a service fee in the amount of US\$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 Buyer makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Buyer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

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

For either material breach and/or late payment Honeywell may, without prejudice to any other legal or equitable remedies, individually or in combination: (i) suspend or terminate performance of this Agreement or any part of it and be relieved of its obligations; (ii) charge late fees up to 1.5% per month or maximum permitted by law and collection costs including reasonable attorneys' fees; (iii) cancel any pricing discounts; (iv) repossess technical information or items delivered for which payment has not been made; (v) be relieved of its obligations with respect to guarantees, liquidated damages and service level commitments; (vi) refuse to process credits; (vii) charge storage fees; and (viii) accelerate future payments.

**9. 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 or its Affiliates

**10. Security Interest.** Buyer hereby grants to Honeywell a security interest in all Offerings shipped to Buyer, and in all accessions to, replacements of and proceeds from sale or lease of such Products, as security for the performance by Buyer of all of Buyer's obligations arising under this Agreement. At any time upon the request of Honeywell, Buyer shall promptly and duly execute and deliver any such further instruments and documents

and take such further action as Honeywell may reasonably deem desirable for Honeywell to obtain the full benefits of this Agreement. Buyer hereby irrevocably appoints Honeywell as its attorney-in-fact (which appointment is coupled with an interest) for the purpose of executing any documents necessary to perfect or to continue the security interest granted above. Buyer authorizes Honeywell to file a carbon, photographic or other reproduction of this Agreement as a financing statement.

**11. Product Warranty.** 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. 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.

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 must be made within thirty (30) days after Buyer identifies or should have identified the defect (and insurance must be prepaid by Buyer and all such shipments must be appropriately packed). 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: **(1)** maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Honeywell’s instruction; **(2)** alteration, modification, or repair by anyone other than Honeywell or those specifically authorized by Honeywell; **(3)** accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Buyer; **(4)**

damage caused by failure of a Honeywell supplied Product not under warranty or by any hardware or software not supplied by Honeywell; **(5)** use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell’s manufactured Products.; or **(6)** any static damage.

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.

**12. Excusable Delay or Nonperformance.** 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: (1) delays or refusals to grant an export license or the suspension or revocation thereof; (2) any other acts of any government that would limit a party’s ability to perform under this Agreement; (3) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God; (4) pandemics, epidemics, quarantines, or regional medical crises; (5) the presence of hazardous substances or mold; (6) shortages or inability to obtain materials, equipment, energy, or components; (7) labor strikes or lockouts; (8) 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); (9) 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 (10) 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 Offerings in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain Offerings 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 an 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 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 Orders or affected portion thereof.

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.

**13. Manufacturing hardship.** If for any reason Honeywell's production or purchase costs for the Offerings (including without limitation costs of energy, equipment, labor, regulation, transportation, raw material, feedstocks) increases by more than five percent (5%) over Honeywell's production or purchase costs for the Offerings on the date of entering into this Agreement, then Honeywell may, by notice to Buyer of such increased costs, request a renegotiation of the price of the Offerings under this Agreement. If the Parties are not able to agree on a revised Offering price within ten (10) days after a request for renegotiation is given, then Honeywell may terminate this Agreement on ten (10) days' notice to Buyer.

**14. Termination.** Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Buyer upon the occurrence of any of the following events: (a) Buyer fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than sixty (60) days after written notice specifying the failure to perform or breach (unless such breach is incapable of cure, as determined in Honeywell's sole discretion, in which case termination is effective immediately); (b) Buyer fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement by Buyer or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Buyer's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (d) Buyer experiences one or more of the of the following insolvency-related circumstances:

(i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors; (e) Buyer violates the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act which could, in Honeywell's sole discretion, adversely impact Honeywell; or (f) Buyer engages in any conduct or practice which, in Honeywell's sole discretion, is or could be detrimental or harmful to the good name, goodwill and reputation of Honeywell or Offerings. Termination does not affect any debt, claim, or cause of action accruing to any party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that a Party may be entitled to under this Agreement or in law or equity, including, without limitation, payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Honeywell may suspend performance under this Agreement at Buyer's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**15. Applicable Law.** All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights and liabilities relating hereto, whether arising in contract or otherwise ("**Dispute**"), shall be governed by the laws of the country where Honeywell (which is the selling party in the relevant order) is registered without giving effect to any choice or conflict of law provision or rule. Honeywell and Buyer expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved in accordance with the Exhibit A hereto. Buyer will not bring a legal or equitable action more than one (1) year or other limitations of action under the applicable law after the cause of action arose unless a shorter period is provided by applicable law.

Before the Parties initiate any dispute resolution process other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by at least one executive from each Party. At the conference, each Party will present its view of the Dispute in detail and the executives will enter into good faith negotiations in an

# Honeywell

attempt to resolve the Dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either Party may pursue resolution of the Dispute consistent with the other terms of this Agreement.

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

ALL OFFERING CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION 11 (PRODUCT WARRANTY) OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY BUYER ON HONEYWELL PRODUCTS OR OTHER OFFERINGS SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF OFFERINGS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE PAID BY BUYER TO HONEYWELL FOR THE OFFERINGS GIVING RISE TO THE CLAIM. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.

BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE (1) YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE OFFERINGS ARE PROVIDED ON A "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 OFF 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 ACKNOWLEDGES THAT OFFERINGS ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN SUCH RESULTS, DATA OR INFORMATION COULD LEAD TO INJURY, ILLNESS, DEATH, PERSONAL INJURY, BUSINESS INTERRUPTION OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

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

**17. Confidentiality.** Honeywell may provide Buyer certain information during the performance or fulfilment 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, where the destruction is not reasonably practicable.

18. **Intellectual Property Indemnification.** Honeywell will defend Buyer, its Affiliates and subcontractors against any third-party suit alleging that Buyer's use of the Offering (as provided by Honeywell) in accordance with this Agreement, directly infringes any United States or PRC third-party patent or copyright, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Buyer resulting from such suit; provided that Buyer promptly notifies Honeywell when it is apprised of the claim and provides complete authority, information, and assistance (at Honeywell's expense) as to the defense and disposition via counsel of Honeywell's choice. Honeywell will not be responsible for any compromise, settlement, attorneys' fees, expenses, damages, or costs incurred by Buyer without Honeywell's involvement and prior, written consent. Honeywell has no obligation or liability for claims arising out of the following: (a) Offerings made to Buyer's designs, drawings, or specifications; (b) use of Offerings in any process or in any manner not supported by the applicable Documentation; (c) combination or use of any Offering with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Buyer provides; (f) Buyer's use of the outputs of the Offering; (g) any alteration, customization, or other modification of the Offering other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Offering. Further, Buyer agrees to defend, indemnify and hold the Honeywell Indemnitees harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a)-(h) of this Section, as per the Indemnification Procedures of Section 19 (Other Indemnification). If a claim of infringement is made for which Honeywell has indemnification obligations or if Honeywell believes that such a claim is likely, Honeywell may, at its sole option and expense, (i) procure for Buyer the right to continue using the Offering or obtain a license to a reasonable substitute; (ii) replace or modify the Offering so that it is non-infringing; or (iii) in the case of Products and Software, require Buyer to return the Product (and terminate Buyer's license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation

and pro-ration of license fees for Software use. Further,

Honeywell may cease shipping or providing Offerings it believes may be subject to a claim of infringement without being in breach of this Agreement. If the final judgment assessed against Buyer is based on the revenue generated from the use of the Offering, as opposed to from the sale of the Offering by Honeywell to Buyer (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Buyer to Honeywell for the Offering that gave rise to the claim. This Section shall be subject to Honeywell's rights under Section 16 (Limitation of Liability). THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF IP INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

19. **Other Indemnification.** In addition to any other Buyer indemnification obligations in this Agreement, Buyer will indemnify, defend, and hold Honeywell and its Affiliates, directors, employees and subcontractors (collectively, "**Honeywell Indemnitees**") harmless against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "**Claims**") arising out of Buyer's negligence or willful misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Buyer's breach of its obligations or warranties under this Agreement or Buyer's infringement of any third-party patent or copyright, or arising out of third-party claims related to Honeywell's possession, processing or use of Input Data in accordance with the Agreement. In connection with these indemnification obligations, Buyer agrees to the following "Indemnification Procedures": (a) Buyer will be

entitled to control the defense and Honeywell shall give prompt notice of any Claim; (b) at Buyer's expense, Honeywell will reasonably cooperate in defense of the Claim including promptly furnishing Buyer with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

**20. Embedded Software.** Honeywell grants to Buyer a limited, worldwide (subject to export restrictions), 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. Honeywell and Honeywell's Affiliates, licensors and suppliers, own all intellectual property rights in the Embedded Software, and reserve all rights not expressly granted to Buyer herein. Honeywell may check Buyer's version of the Embedded Software, device security control settings, and network accessibility, and automatically send updates in order to maintain compatibility with Honeywell's Offerings or provide security updates.

**21. Product 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.

**22. Taxes.** Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Offerings or bill of material thereof under any applicable tax laws and regulations and charges (collectively "**Taxes**"). Buyer will pay all Taxes resulting from this Agreement or Honeywell's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under the Agreement, then in addition to the purchase price, Honeywell will invoice Buyer for such Taxes unless, at the time of Order placement, Buyer furnishes

Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including, but not limited to, a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Honeywell under this Agreement, (i) the amount due to Honeywell will be increased so that the amount Honeywell receives, net of the Taxes withheld, equals the amount Honeywell would have received had no Taxes been required to be withheld, (ii) Buyer will withhold the required amount of Taxes and pay such Taxes on behalf of Honeywell to the relevant taxing authority in accordance with applicable law, and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Honeywell within sixty (60) days of payment. In no event will Honeywell be liable for Taxes paid or payable by Buyer.

**23. Notices.** Every notice between the Parties relating to the performance or administration of this Agreement will be made in writing and, if to Buyer, to Buyer's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: (a) two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; (b) one (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or (c) if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. All non-electronic notices must be addressed as follows: HONEYWELL at Building 1, Lane 555 Huanke Rd., Pudong, Shanghai, China Attn: IA APAC General Counsel.

**24. 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 include: (i) Workers' compensation insurance as required by law for all employees; and Employer's Liability insurance in an amount not less than \$1,000,000 per accident/per employee. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Buyer is domiciled. (ii) Commercial general liability insurance, on an occurrence basis, including premises, products/completed operations, personal injury, and contractual liability, at a minimum combined single limit for bodily injury and property damage of \$5,000,000 per occurrence and in annual aggregate. (iii) Business automobile liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in the performance of the work with a combined single limit for bodily injury and property damage of \$5,000,000 per occurrence. (iv) "All Risk" Property and/or Cargo Insurance covering all of Buyer's equipment, property and tools which is subject to the risk of loss provision (Shipping Terms, Title, and Risk of Loss) outlined in this Agreement. Such insurance shall cover all property at full replacement value. (v) Professional Liability Insurance with a minimum limit of \$5,000,000 per claim



providing coverage for Buyer's errors and omissions in connection with the performance of this Agreement and for a period of at least three years thereafter. (vi) Professional liability including technology errors & omissions insurance with a minimum limit of \$5,000,000 per claim providing coverage for errors, omissions, or negligence in connection Buyer or the failure of an Offering provided by Honeywell to perform as intended, for a period of at least five (5) years after completion of said services or usable life of other relevant Offering. The coverage required in the foregoing shall also include cyber liability coverage with computer network security liability and privacy liability coverage.

(vii) Environmental Impairment/Pollution Legal Liability Insurance including coverage for contractual liability assumed in this Agreement with limits of not less than \$3,000,000 per occurrence and \$6,000,000 aggregate. In addition, Buyer must carry any other insurance required by law in the territory, state or jurisdiction where services provided in this Agreement are to be performed; Buyer must (i) require its insurance carrier to notify Honeywell at least thirty (30) days prior to any expiration or termination of any insurance set forth herein and (ii) name Honeywell as an additional insured under its insurance policy.

**25. General Provisions.** (a) **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. (b) **Commercial Use.** 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 without the prior written consent of Honeywell. (c) **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. (d) **Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. (e) **Publicity.** Neither Party may make any announcement or publication relating to this Agreement without the other Party's prior written approval, except as required by law or to correct any misstatements made by the other Party, but Honeywell may list Buyer and its logo as a customer on Honeywell's website and in marketing materials. (f) **Independent Contractor.** The Parties acknowledge that they are independent contractors and not the legal representative, agent, partner, employee, franchisee, joint venture or other

representative of the other, and none of their respective employees, agents, or representatives shall be treated as an employee of the other for any purpose, including tax and social security coverage and withholding, or any employee benefits. Except as provided herein, neither Party has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect whatsoever. Neither Party shall hold itself out as, or represent to any third party that it is, affiliated with the other Party in any way. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Offerings. (g) **Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Buyer's remedy will be a refund of the price paid. (h) **Enforceability Waiver.** If any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of this Agreement will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted. (i) **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. (j) **Survival.** Provisions of this Agreement that by their nature should continue in force beyond the completion or termination of the Agreement, or any associated orders, will remain in force. (k) **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. (l) **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. (m) **Change in Control.** Change in Control means any of the following, whether in a single transaction or a series of related transactions and whether or not Buyer 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 Buyer that results in a change in the effective control of the Buyer; (ii) any consolidation or merger of Buyer or its controlling Affiliates, any dissolution of Buyer or its controlling Affiliates, or any reorganization of one or more of Buyer 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 Buyer 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 Buyer 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 Buyer shall notify Honeywell and Honeywell may, at its sole discretion, terminate the Agreement with 30 days written notice.

(o) **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, or which is collected from Buyer's systems, devices or equipment by the Offerings ("**Input Data**"). Buyer has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Unless agreed in writing, Honeywell does not archive Input Data for Buyer's future use. Input Data is Buyer's Confidential Information. All know-how and information, developed by Honeywell and/or its Affiliates by analyzing Input Data (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 Section 29 (Data Privacy).

(p) **Legal Advice.** 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 have 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.

26. **Intellectual Property Rights Including Patents.** Buyer recognizes that all rights or industrial ownership either intellectual or other, relating to Offerings belong either to Honeywell or its Affiliates, subsidiaries or other divisions or units. The contractual relationship between Honeywell and Buyer only allows the Buyer the right to use the Offerings, and no rights to either modify or reproduce except and unless expressly authorized by Honeywell in writing. 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 (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)

Information or trade secret.

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

28. **Remote Access.** Buyer agrees that in providing the Offerings, Honeywell may perform some or all of Honeywell's obligations remotely and may need to access Buyer's IT systems (the "**Systems**") and Buyer will enable, and consents to, connectivity between Buyer's applicable Systems and Honeywell's corresponding IT platform(s).

29. **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 Buyer to Honeywell in relation to the use of the Offerings for the purposes of providing, improving, or developing Honeywell Offerings. 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 without limitation 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

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 Buyer's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> shall apply ("**Data Processing Terms**").

**30. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties' authorized representatives.

**31. Offering Changes and Discontinuance.** Except as expressly set forth in this Agreement, Honeywell has a policy of product improvement and reserves the right to change or discontinue, or charge additional fees for new or improved features of functionality of, any Offering at any time without liability. Honeywell may, at its sole discretion, also make such changes to Offerings previously delivered to Buyer, including changes in the design, without obligation to make equivalent changes to any Offerings previously supplied to Buyer. Where Offerings have been discontinued, Buyer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Offerings.

**32. Product Substitution.** In the event of a change in local product regulations, Honeywell may, at its discretion, substitute part numbers ordered by Buyer with those providing the same product form, fit and function as the originally ordered part number. The substituted part number will comply with the regulatory requirements of the region indicated on Buyer's Order ship-to address.

**33. Product Compatibility.** Honeywell does not represent that the Product is compatible with any specific third-party hardware or software other than as expressly specified by Honeywell. Buyer is responsible for providing and maintaining an operating environment with at least the minimum standards specified by Honeywell. Buyer understands and warrants that Buyer has an obligation to implement and maintain reasonable and appropriate security measures relating to the Product, the information used therein, and the network environment. This obligation includes complying with applicable cybersecurity standards and best practices, including but not limited to the Federal Trade Commission consent decrees and other declarations of reasonable and appropriate security measures, the National Institute of Standards and Technology ("**NIST**") Cybersecurity Framework and NIST Alerts, InfraGard Alerts, and the United States Computer Emergency Readiness Team Alerts and Bulletins, and their equivalents. If a Cybersecurity Event occurs, Buyer shall promptly notify Honeywell of the Cybersecurity Event. "**Cybersecurity Event**" shall mean actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein. Buyer shall also promptly use its best efforts to detect, respond, and recover from such a Cybersecurity Event. Buyer shall take reasonable steps to immediately remedy any Cybersecurity Event and prevent any further Cybersecurity Event at Buyer's expense in accordance with applicable laws, regulations, and standards.

**34. Modifications.** Honeywell may unilaterally modify, amend, supplement or otherwise change this Agreement upon at least ten (10) days' prior written notice to Buyer. Any such future modification, amendment, supplement or other change (a "**Change**") shall apply only with respect to orders accepted after the effective date of such Change. As used herein, the term "Agreement" shall include any such future Change. Without limiting the generality of the foregoing, Honeywell may establish terms and conditions which apply to one or more particular Offerings (including without limitation "shrink wrap" license agreements for Software), and in this event such terms and conditions shall, with respect to the Offerings addressed therein, supersede this Agreement.

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

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

Sanctions Compliance. Buyer represents, warrants, that It is not a “**Sanctioned Person**,” meaning any individual or entity: (i) named on a governmental denied party or restricted list, including: the Office of Foreign Assets Control (“**OFAC**”) list of Specially Designated Nationals and Blocked Persons, the OFAC Sectoral Sanctions Identifications List (“**SSI List**”), and the sanctions lists under any other sanctions laws; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People’s Republic, or so-called Luhansk People’s Republic regions of Ukraine/Russia) (“**Sanctioned Jurisdictions**”); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Relating to this Agreement and the transactions contemplated hereby, Buyer is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“**Sanctions Laws**”). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and

performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of sanctions laws. Buyer will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any sanctions laws. Buyer will not source any components, technology, software, or data for utilization in Honeywell Offerings: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any sanctions laws. Buyer’s failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this Section. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all sanctions laws without Honeywell incurring any liability.

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



failure to provide any Offering or other Restricted Item as a result of government actions that impact Honeywell's ability to perform, including: (i) the failure to provide or the cancellation of export or re-export licenses; (ii) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell's performance; or (iii) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations. 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.

Anti-Bribery, Anti-corruption Laws. Honeywell International Inc. is subject to national and international laws prohibiting bribery and corruption. Because Honeywell International Inc. is a US company, its employees and Affiliates, as well as all consortium bidding partners and any third party acting on its behalf must comply with the US Foreign Corrupt Practices Act ("**FCPA**") and similar anticorruption laws applicable in the countries where Honeywell operates. Buyer certifies that it has read, understands, and agrees to abide by the provisions of, the Honeywell Anticorruption Policy, which is available at <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>. Buyer agrees that in connection with its activities under this Agreement, neither Buyer nor any agent, Affiliate, employee, or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision. If Honeywell has reason to believe that the provisions of this Agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including financial, legal, tax, accounting, operational, labor, and regulatory information. Buyer will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement for a period of three (3) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer. In the event that Honeywell determines, in its sole discretion, that the Buyer has engaged in conduct that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate this Agreement. If Buyer learns of any violations of the above anticorruption provisions in connection with the

performance of this Agreement, it will immediately advise (a) Honeywell's Chief Compliance Officer, (b) any member of Honeywell's Integrity and Compliance Department or (c) the Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com). Buyer agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.

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

Audit. Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this Section. Honeywell, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Buyer will provide reasonable assistance to Honeywell to complete such audit.

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

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

## Services Terms

**1. Definitions.** “**Services**” are the services and/or maintenance and support obligations to be provided by Honeywell, as specified in this Agreement, the associated Order(s) and/or statement(s) of work, as it may be amended or modified in accordance with the terms of this Agreement (“**SOW**”) and may include the supply of Products, Software and SaaS. Services are an Offering under this Agreement. To the extent accepted by Honeywell, each SOW and/or Order will include details as to the scope of Services, deliverables or reports (“**Deliverables**”), as well as the specifications, schedule, requirements and Fees, and these will form part of this Agreement.

**2. Services Assumptions** The pricing breakdowns listed herein, if any, are for accounting purposes only and should not be considered as stand-alone prices. All buyout items or labor included herein are subject to change at the time Honeywell places the order with the applicable vendors. Any adjustment in price and/or lead time will be reflected in a Change Order. The purchase price is based upon laws, standards, codes and regulations in existence as of the date of the Order. 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. Any references to testing obligations herein do not include any additional testing over and above that expressly defined herein. 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 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 (ii) 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. 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. 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 its chosen subcontractors.

**3. Health and Safety.** Buyer has not received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold (each as defined below), either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the worksite location(s), or within furniture, fixtures, equipment, containers or pipelines in any of worksite location(s); or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations. 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. 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. Buyer represents that Buyer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for,

prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Buyer expressly waives, for any damage or claim, whether known or unknown, including 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. 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. As used herein, “**Hazardous Substance**” includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a site, or the environment. As used herein, “**Mold**” means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

**4. Services 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 ten (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.

**5. Subcontractor Services.** 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.

**6. Third Party Products.** Except as expressly stated in this Agreement, any third-party products, software, hardware or services (“**Third Party Products**”) that Honeywell provides, installs or integrates as part of the Services are provided subject to the Third-Party Product supplier’s terms and conditions (including software license terms) in effect at the time such Third-Party Products are delivered to Buyer. Honeywell has no liability with respect to the performance of such Third Party Products.

**7. Data.** Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer’s behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third-party devices or equipment by, the Offerings (“**Input Data**”). Buyer grants to Honeywell and its Affiliates a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use Input Data to develop, operate, improve and support Honeywell’s products, services or offerings. Honeywell and its Affiliates may use Input Data for any other purpose provided it is in an anonymized form that does not identify

or any data subjects. Buyer has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Unless agreed in writing, Honeywell does not archive Input Data for Buyer's future use. Input Data is Buyer's Confidential Information. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All know-how and information developed by Honeywell and/or its Affiliates by analyzing Input Data (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. 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.

8. **Services Intellectual Property.** 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.

Buyer grants to Honeywell a royalty-free, sublicensable, non-exclusive license during the Term to Buyer intellectual property needed to perform the Services. Buyer warrants that it has secured all necessary rights (including rights to sublicense) and licenses to third party software and/or intellectual property necessary for Honeywell to perform the Services. Honeywell owns all intellectual property rights in and to Honeywell's preexisting intellectual property and all intellectual property rights created or developed in the course of providing the Services or any Deliverable (but excluding Input Data). Subject to full payment for the Services and Subject to the terms of this Agreement, Honeywell grants Buyer a nonexclusive, perpetual, worldwide, non-assignable, non-sublicensable and non-transferable license to access and use the Deliverables solely for Buyer's internal business purposes; provided that all such Deliverables shall continue to be Honeywell Confidential Information.

9. **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. Honeywell reserves the right to use new or refurbished parts and products in connection with the Services. Honeywell's Service warranty is limited to repairing and returning said Products using new or refurbished parts and/or products. Honeywell's obligation and Buyer's sole remedy under this warranty is to correct or re-perform defective Services, at Honeywell's election, if Buyer notifies Honeywell in writing of defective Services within the warranty period.

10. **Performance of Services** Unless otherwise stated, all labor and Services under this Agreement will be performed during the applicable typical working hours for the region in which the work is being performed, excluding federal holidays (in regions where applicable) ("**Normal Working Hours**"). If for any reason Buyer requests Honeywell to furnish any such labor or Services outside of Normal Working Hours, any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Buyer. Services are limited to attempting to restore the Offerings to working condition. Buyer will promptly notify Honeywell of any malfunction or request for service for any of the Offerings covered under this Agreement. Honeywell is not obligated to provide Services that result in a significant betterment or capital improvement to the Offerings covered hereunder. Honeywell reserves the right to discontinue Services or refuse to perform any Services, in its sole and commercially reasonable discretion(i) due to Honeywell's inability to support a Offering after a required component is no longer available for purchase on a commercially reasonable basis, (ii) after a Offering has reached its end of service date, or (iii) Product has been subjected to excessive and chronic abuse that is not successfully corrected by a joint Honeywell/Buyer remediation plan. Offering servicing shall not serve to extend the term of any warranty. Honeywell may provide the Services at Honeywell owned Service Centers or Honeywell Authorized Service Centers at Honeywell's discretion.

Detailed descriptions of the applicable Coverage are set forth in the applicable Service Description found at: <https://sps.honeywell.com/us/en/support/productivity/agreements>

Service Coverage is subject to Buyer's prepayment of non-refundable Service fees. Honeywell shall not be obligated to perform Services if applicable Service fees and charges are not timely paid, and Honeywell has the right to suspend Services until its receipt of the applicable Service fees and other Service charges and amounts due to Honeywell. Honeywell's suspension of



wishes to receive Services, if available, Fees will be charged in accordance with the applicable prices published by Honeywell from time to time. Service Fees and charges are non-refundable.

Honeywell may require Offerings to be inspected at current on-site inspection rates prior to coverage being offered or effective if Offerings are not new or has not been continuously covered by a Honeywell service contract. If remedial repairs are required, Honeywell will provide a cost estimate at current parts and labor rates or at current flat rate repair rates. Such repairs must be completed before the Offering can be covered under this Agreement. The term of Service coverage is twelve months from the Effective Date, unless another period is specified on the cover page or otherwise agreed by the Parties pursuant to a fully executed agreement for Services. Service Coverage may be terminated by Honeywell for convenience upon thirty (30) days advance written notice.

11. **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 twelve (12) months after such person has completed their involvement unless such person responds to a general recruitment advertisement or campaign.

12. **Change Orders.** (a) A Change Order is a written order signed by Buyer and Honeywell authorizing a change in the Services or adjustment in the Price or a change to the schedule. (b) Buyer may request Honeywell to submit proposals for changes in Services, subject to acceptance by Honeywell. If Buyer chooses to proceed, such changes in Services will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but chooses not to proceed, Buyer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal. (c) Honeywell may make a written request to Buyer to modify this Agreement based on the Buyer's action or inaction, or the receipt or discovery of information, not expressly contemplated by this Agreement that Honeywell believes will cause a change to the Services, Price, schedule, level of performance, or other facet of this Agreement. Honeywell will submit its request to Buyer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the Services, Price, schedule, level of performance, or other facet of this Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss (an "**Emergency**"). Honeywell's request will include information necessary to substantiate the effect of the change and any

impacts to the Services, including any change in schedule or Price. Buyer will have five (5) business days to accept or reject the Change Order. If Buyer fails to respond within five (5) business days, or in the case of an Emergency, the Change Order will be deemed accepted and Buyer shall extend the schedule and/or pay for the change in the Services. If, after the Buyer has rejected the Change Order, Buyer and Honeywell cannot agree on the amount of the adjustment in the Price or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Buyer rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Services.

## Software Terms

**1. 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.

**2. License.** Subject to Buyer’s compliance with the terms and conditions of this Agreement, Honeywell hereby grants to Buyer a limited, non-transferable, 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 Purchase Order 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.

**3. 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.

**4. 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.

**5. Software 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.

**6. Software 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. 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.

**7. Open-source Software.** The Software 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.

**8. Audit.** Buyer will maintain complete, current and accurate records documenting the location, access and use of the Software. During the term of this Agreement and for one (1) year thereafter ("Audit Period"), Honeywell may: (a) require Buyer to send written certification of compliance with the terms and conditions of this Agreement within thirty (30) days; and (b) upon reasonable notice, initiate an audit of the Buyer's records and electronic logs to verify Buyer's access to and use of any Software and Buyer's compliance with the terms and conditions of this Agreement, it being understood that any failure to deliver a certificate of compliance on a timely basis will extend the Audit Period. 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.

**9. 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.

## SaaS Terms

**1. Definitions.** “SaaS” means an online or cloud-based service or feature made available by Honeywell as identified in the Order. SaaS is an Offering under this Agreement.

**2. 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 Order, or if no duration is stated, for twelve (12) months from the date of the Order. An Order 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.

**3. 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 of 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.

**4. 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.

**5. Set up, Support.** Initial set up and configuration are provided if stated in the Order. Honeywell will manage, maintain and support the SaaS (“SaaS Support”) in accordance with the policies specified in the Order, 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 Purchase Order. Honeywell is not responsible or liable for issues, problems, latency, 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, 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.

**6. Termination.** In addition to the other termination provisions of this Agreement, Honeywell may terminate this Agreement or any Purchase Order 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 has accrued. Within a reasonable period of time after receipt of Buyer's request made within thirty (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.

**7. Security.** Security is governed by policies in the Order 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://hwll.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.

**8. SaaS 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.

**9. Audit.** Same as applicable for Software as set forth above.

**August 2024**

## Exhibit A Governing Law & Dispute Resolution

The following governing law and dispute resolution provisions shall apply based on the country/region where Honeywell (which is the selling party in relevant order) is registered.

### **CHINA (MAINLAND)**

These Terms and Conditions will be governed by the laws of the People's Republic of China, without regard to conflicts of law principles.

Any Dispute between them arising out of or relating to these Terms and Conditions which is not resolved pursuant to Section 15 (Applicable Law) shall be settled by arbitration through the China International Economic and Trade Arbitration Commission ("**CIETAC**") Shanghai Sub-Commission in Shanghai for arbitration in accordance with its arbitration rules. The arbitration panel will consist of three arbitrators appointed in accordance with the CIETAC arbitration rules. Any award rendered by the arbitration tribunal will be final and binding on the Parties, and the Parties waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority, insofar as such waiver may be validly made. The arbitration tribunal shall also have the authority to award preliminary injunctions and rights to specific performance, but it shall have no authority to award "punitive damages". The Parties' right to file for the awarding or enforcement of a preliminary in-junction with the ordinary courts shall remain unaffected.

The costs of arbitration and the costs of enforcing the arbitration award (including in each case witness expenses and reasonable attorneys' fees and disbursements) shall be borne by the losing party, unless otherwise determined by the arbitration award.