

**1. General Definitions.** “Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity is deemed to “control” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. The term Affiliate includes, among other entities, subsidiaries. “Agreement” means the written agreement, including these Conditions of Sale and any addendum to them (“Addendum”) together with relevant Orders, made between Buyer and Honeywell for the Deliverables. “Buyer” means the entity issuing an Order. “Buyer Personal Data” means Personal Data received by Honeywell from or on behalf of Buyer in connection with Honeywell’s performance of its obligations under the Order as more particularly described in this Agreement. “Deliverables” means equipment and parts (collectively “Products”), services (“Services”) and Software, each supplied or licensed by Honeywell to Buyer under an Order (“Work”). “Honeywell” means Honeywell International Inc. or, the Honeywell International Inc. Affiliate that accepts the Order. “Order” means a Buyer purchase order accepted by Honeywell, which upon such acceptance becomes non-cancellable without Honeywell’s consent. “Party” means Honeywell or Buyer and “Parties” means both. “Software” means software (in any form, including as a service) and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.

### 2. Pricing

**a.** Unless otherwise specified in writing by Honeywell, prices for Products shall be as set forth in the Honeywell price book in US Dollars at the time an Order is accepted. Prices, terms, conditions, and Product or Service 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 Product discontinuance. Honeywell reserves the right to correct any invoices noting incorrect pricing at any time, including, without limitation, invoices previously paid by Buyer.

**b.** 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 Product 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.

**c.** 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).

### 3. Delivery.

**a. Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Buyer or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including, without limitation, liquidated damages in your contracts with your customers), resulting from Honeywell’s failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Buyer, or a type of product different than that ordered by Buyer, Buyer may return such excess or different Product to Honeywell within 60 days after invoice at Honeywell’s cost for a full refund. Additionally, Honeywell shall bear the cost of redirecting shipments made to a location other than that set forth in the 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 you or your representatives provide.

**b. Delivery Charges.** Delivery terms for Products (excluding software and services) are (i) FCA (FCA Incoterms 2020) Honeywell’s point of shipment (“Honeywell Dock”) for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments.

**c. Early Delivery & Future Delivery.** Honeywell will schedule delivery in accordance with its standard lead times unless the 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 of for non-performance, if Buyer requests a delivery date for an Order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Order. If Buyer does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Buyer shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

### 4. Acceptance.

Unless test and acceptance criteria are otherwise stated and defined in the statement of Work, which shall take precedence over any conflicting provision of this Section, upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Buyer will make such final inspection and issue acceptance within three (3) business days. If Buyer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Buyer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Honeywell may correct, replace or re-perform, at its option, the portions of Work giving rise to the non-acceptance. Buyer shall be liable for all costs and expenses associated with any improper non-acceptance, including, without limitation, any costs or expenses associated with delay, correction, replacement or re-performance. Any

failure to inspect the Work or failure to issue a proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Buyer further agrees that partial or beneficial use of the Work by Buyer or end-users, including, without limitation, any placement of software included in the Work into a production environment at any time, will constitute final acceptance of the Work under this Agreement. To the fullest extent permitted by law, Buyer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise from Buyer's breach of this Section. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section shall be construed to require that Buyer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

### 5. Minimum Order Quantity.

Depending on Buyer's local region and the Products 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.

### 6. Payment.

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. Payment will be made with immediately available funds through electronic transfer. Honeywell may submit invoices electronically.

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. If Buyer has no established credit terms, Honeywell may, at its sole discretion, require from Buyer additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) as determined by Honeywell on a case-by-case basis.

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

Honeywell may, from time to time and in its sole discretion, issue surcharges on new and existing Orders and Agreements 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.

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 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.

Neither Buyer nor its affiliated entities (nor any representative or agent thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

### 7. Taxes and Duties.

Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under this Agreement), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Buyer will pay all Taxes resulting from the Agreement or Honeywell's performance under the 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.

### 8. Bank Guarantees.

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

### 9. Delay.

**a. Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Notwithstanding the prior sentence, quantities affected by this Force Majeure clause may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation ("**Force Majeure Event**"):

- i.** Delays or refusals to grant an export license or the suspension or revocation thereof,
- ii.** Any other acts of any government that would limit a party's ability to perform under this Agreement,
- iii.** Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
- iv.** Pandemics, epidemics, quarantines, or regional medical crises,
- v.** The presence of Hazardous Substances of Mold,
- vi.** Shortages or inability to obtain materials, equipment, energy, or components,
- vii.** Labor strikes or lockouts,
- viii.** Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism, or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property),

**ix.** Inability or refusal by Buyer's directed third-party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the products or services to be provided by Honeywell under this Agreement, or

**x.** Any other cause beyond the non-performing party's reasonable control.

If a Force Majeure Event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

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

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

For the avoidance of doubt, there need not be a Force Majeure Event to invoke Section 6 (Payment). 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.

**b. COVID-19.** Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

### 10. Warranties.

Honeywell warrants that at the time of delivery Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of shipment, and Services, at the time performed, materially comply with defined requirements for 30 days from the date services are performed. Third party warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option and as Buyer's sole remedy, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer. Honeywell has no obligation under this warranty unless Buyer maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Honeywell's Product. Upon Honeywell's request, Buyer will give Honeywell access to these records for substantiating warranty claims.

Honeywell is not, and will not be, liable for defects attributable to: (a) noncompliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Honeywell.

WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.

### 11. Limitation of Liability.

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA, OR LOSS OF PRODUCTIVITY, OR LOSS OF GOODWILL, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE LESSER OF THE INITIAL ORDER PRICE OR US \$1,000,000.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

### 12. Indemnity Against Patent and Copyright Infringement.

Honeywell will defend Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent solely due to the Deliverable as delivered by Honeywell, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Honeywell in writing promptly after Buyer is apprised of the third-party claim, and Buyer agrees to give sole and complete authority, information and assistance (at Honeywell's reasonable expense) for the defense and disposition of the claim.

Honeywell will not be responsible for any compromise or settlement made without Honeywell's prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Buyer's attorney fees or costs.

Honeywell will have no liability or obligation to defend and indemnify Buyer with respect to claims of infringement arising out of or based on: (a) Deliverables supplied pursuant to Buyer's designs, drawings or manufacturing specifications; (b) Deliverables used other than for their ordinary intended purpose as documented in the Product documentation; (c) any combination of the Deliverable with any article or service not furnished by Honeywell; (d) use of other than the latest version of software Deliverable released by Honeywell; (e) any modification of the Deliverable other than a modification by Honeywell;

or (f) damages based on a theory of liability other than infringement by the Deliverable.

Further, Buyer agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Buyer as set forth in this "Indemnity Against Patent and Copyright Infringement" article for any claim against Honeywell based upon a claim of infringement resulting from (a), (b), (c), (d), (e), or (f) of the preceding paragraph.

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: (1) procure for Buyer the right to continue using the Deliverable; or (2) replace or modify the Deliverable so that it becomes non-infringing; or (3) accept return of the Deliverable or terminate Buyer's license to use the infringing Deliverable in the case of a software Product and grant Buyer a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products 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 Product, as opposed to from the sale of the Product 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 Product that gave rise to the claim.

Any liability of Honeywell under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" article of this Agreement.

This "Indemnity Against Patent and Copyright Infringement" article states the Parties' entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties against infringement or misappropriation of any intellectual property rights, statutory, express or implied are hereby disclaimed.

### 13. Changes.

a. A Change Order is a written order signed by Buyer and Honeywell authorizing a change in the Work or adjustment in the price or a change to the schedule ("**Change Order**").

b. Buyer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Buyer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Buyer chooses not to proceed, Buyer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

c. Honeywell may make a written request to Buyer to modify this Agreement based on the Buyer's action or inaction, or the receipt or discovery of information, not expressly contemplated by this Agreement that Honeywell believes will cause a change to the Work, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Buyer within a reasonable time after receipt of, or

the discovery of, information that Honeywell believes will cause a change to the Work, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss (an "Emergency"). Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or price. Buyer will have five (5) business days to accept or reject the Change Order. If Buyer fails to respond within five (5) business days, 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 Work. 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 Work.

d. Honeywell may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function.

**14. Buyer Delay.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Buyer-designated supplier, for Buyer's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Buyer. If Buyer-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion. In the event that a delay caused by the Buyer 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.

#### **15. Termination and Suspension of Performance.**

Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Buyer upon the occurrence of any of the following events: (a) Buyer fails to perform or breaches any of its obligations and covenants under this Agreement, and such default continues for more than sixty (60) days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in Honeywell's sole discretion, in which case termination is effective immediately); (b) Buyer fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement 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 Products.

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.

**16. Termination for Convenience.** Notwithstanding anything to the contrary in this Agreement, if Buyer terminates this Agreement/or Order for reasons other than Termination for Cause, Honeywell may invoice and Buyer shall pay Honeywell a cancellation fee equal to:

- If cancelled within 1 week of effective date of Agreement/or Honeywell Order acknowledgement: 5% of canceled Order value, or the amount of any advanced payment, if greater
- If cancelled within 2 weeks of effective date of Agreement/or Honeywell Order acknowledgement: 10% of canceled Order value or the amount of any advanced payment, if greater
- If cancelled within 3 weeks or more of effective date of Agreement/or Honeywell Order acknowledgement, but prior to the Product(s) being ready to deliver: 50% of canceled Order value, or the amount of any advanced payment, if greater
- If Product(s) are ready to deliver: 100% of canceled Order Value

Notwithstanding anything to the contrary herein, any third party purchases made by Honeywell or non-standard or customized orders are non-cancellable, non-returnable and non-refundable, and Buyer will be required to pay 100% of the canceled Order value. If the applicable cancellation fee is not timely paid by Buyer, Honeywell may deliver any Product(s) and invoice Buyer for the relevant amount, which invoice Buyer shall pay in accordance with the payment terms of this Agreement. Honeywell will retain ownership of all materials and documentation.

#### **17. Inventions and Intellectual Property.**

**"Intellectual Property"** means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

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

Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. All Software delivered by Honeywell is subject to a software license or software subscription agreement (“**License**”). If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software.

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 Deliverables (“**Input Data**”).

Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell’s products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell’s confidential information. This section survives termination of this Agreement.

### 18. Nondisclosure and Non-Use of Information.

“**Proprietary Information**” means: (a) any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, that is clearly identified as being confidential, proprietary or a trade secret; (b) business related information including but not limited to pricing, manufacturing, or marketing; (c) the terms and conditions of any proposed or actual agreement, between the Parties or their Affiliates; (d) either Party’s or its Affiliates’ business policies, or practices; and (e) the information of others identified as confidential, proprietary or a trade secret that is received by either Party under an obligation of confidentiality.

The receiving Party will keep all Proprietary Information disclosed confidential for 10 years following the expiration, termination or completion of the work of this Agreement whichever period is longer.

Each Party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either Party or its customer, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other Party, notwithstanding the expiration of the confidentiality obligations stated in this clause. Honeywell agrees to use the Proprietary Information of Buyer only to provide products or services for Buyer from Honeywell and not from any other source. Buyer will not use or disclose Honeywell’s Proprietary Information for any other purpose.

The receiving Party has no duty to protect information that is: (1) known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient; (2) known to recipient at the time of disclosure through no wrongful act of recipient; (3) received by recipient from a third party without restrictions similar to those in this clause; or (4) independently developed by recipient without use of or reference to the disclosing Party’s Proprietary Information.

If the receiving Party is required to disclose Proprietary Information pursuant to applicable law, statute, regulation, or court order, the receiving Party will give the disclosing Party prompt written notice of the request to provide a reasonable opportunity to object to the disclosure in order to secure a protective order or appropriate remedy.

Each Party acknowledges and agrees that if it breaches any obligations of this Non-Disclosure And Non-Use Of Information clause, the other Party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy and that, in addition to all other remedies that the non-breaching Party may have, the non-breaching Party shall be entitled to: (i) seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching Party; and (ii) enforce this Non-Disclosure And Non-Use Of Information clause. The breaching Party waives all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and any requirement for the securing or posting of any bond in connection with such remedy.

### 19. Data Privacy.

For purposes of this Agreement, “**Applicable Data Privacy Laws**” means applicable data protection, privacy, breach notification, or data security laws or regulations; “**Personal Data**” is any information that is subject to, or otherwise afforded protection under, Applicable Data Privacy Laws and that relates to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as that term (or similar variants) may otherwise be defined in Applicable Data Privacy Laws.

Each Party may process Personal Data in the form of business contact details relating to individuals engaged by the other Party or its affiliates (“**Staff**”) for the purposes of performing each Party’s obligations under

this Agreement and managing the business relationship between the Parties, including their business communication (“**Purposes**”).

The Parties will process such Personal Data as independent data controllers in accordance with the terms of this Agreement and Applicable Data Privacy Laws. Each Party will comply with the following: (a) ensure the lawfulness of their data collection and the lawfulness of data transfer to the other Party; (b) implement appropriate security measures to protect Personal Data provided by the other Party against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or (remote) access; (c) protect Personal Data provided by the other Party against unlawful processing by its Staff, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Purposes; (d) prior to any transfer of Personal Data, impose all obligations on third parties involved, as required by this Agreement and Applicable Data Privacy Laws; and (e) securely delete such Personal Data once it is no longer required for the Purposes.

Each Party shall be responsible for providing necessary information and notifications required by Applicable Data Privacy Laws to its Staff. For purposes of clarity, Honeywell will process any Personal Data concerning the other Party’s Staff in accordance with its website privacy statement, which may be amended from time to time and is accessible at <https://www.honeywell.com/en-us/privacy-statement>, and the other Party shall furnish Honeywell’s privacy statement to any of its Staff whose Personal Data is so provided to Honeywell by the other Party. Where appropriate and in accordance with Applicable Data Privacy Laws, each Party shall inform its own Staff that they may exercise their rights in respect of the processing of their Personal Data against the other Party by sending a request with proof of identity to the other Party’s address set forth in this Agreement or provided otherwise by the other Party in this regard.

Where a Party’s Personal Data are transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data by Applicable Data Privacy Laws, the other Party will either enter into or apply legally recognized international data transfer mechanisms, including: (1) Standard Contractual Clauses adopted or approved by the competent supervisory authority or legislator; (2) binding Corporate Rules which provide adequate safeguards; or (3) any other similar program or certification that is recognized as providing an adequate level of protection in accordance with Applicable Data Privacy Laws.

### 20. Miscellaneous.

Each Party is responsible for compliance with all import, export, and re-export control laws and regulations and will mutually cooperate as needed. Relating to the entry into and performance pursuant to this Agreement, Buyer will comply with all Sanctions Laws, including regulations administered by the United States of America, the European Union and its Member States, the United Kingdom, and the United Nations (“**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 Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Buyer agrees that Honeywell may take any and all actions relating to this transaction or Agreement that are required to ensure full compliance with all Sanctions Laws without Honeywell incurring any

liability. For the purpose of this paragraph, Sanctioned Persons are defined as any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control (“**OFAC**”) list of Specially Designated Nationals and Blocked Persons (“**SDN List**”), the OFAC Sectoral Sanctions Identifications List (“**SSI List**”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (“**Sanctioned Jurisdictions**”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

Honeywell may suspend Services at Buyer’s expense if Honeywell determines that performance of Services may compromise safety.

Buyer will allow Honeywell to issue mutually agreeable press releases, technical papers, photographs and other publications relating to this Agreement and the general operation of the Deliverables.

While cyber security services will be provided in professional and workmanlike manner, and include reasonable efforts to validate that recommended third party cyber security solutions will not detrimentally impact performance of Honeywell standard products, Honeywell makes no guaranty that the cyber security products (inclusive of equipment, software and services) provided by Honeywell (“**Cyber Security Products**”) will prevent a cyber-attack or mitigate the impact of any cyber-attack and Buyer acknowledges that Honeywell’s sole liability, and customer’s sole remedy, for any failure of the Cyber Security Products to perform as specified is replacement of defective product and/or re-performance of defective service, provided Honeywell is notified by Buyer of the defects in the Cyber Security Products during the agreed upon warranty period. Notwithstanding any other terms agreed to between Honeywell and Buyer, Buyer acknowledges that all Cyber Security Products that do not carry the Honeywell brand (“**Third Party Product**”) are provided to customer subject to the Third Party Product supplier’s standard terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to Buyer and Honeywell has no liability whatsoever with respect to the performance or non-performance of such Third Party Products.

Since ultimate system performance, security, and availability is subject to multiple factors outside of Honeywell’s control, Honeywell makes no representation or warranty concerning the results of these services. Honeywell does not warrant the security, availability, design, or performance of Customer’s systems. Honeywell’s sole obligations with respect to warranty of the services and the associated limits of liability are defined in the agreed upon terms and conditions applicable to the delivery of the services. Honeywell accepts no liability for Customer’s loss of data, system downtime, system degradation, loss or production, or other losses.

If any provision of the Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.

The failure of either Party to enforce at any time any provision of the Agreement may not be construed to be a continuing waiver of those provisions.

This Agreement and all matters related to this Agreement will be governed by, construed in accordance with, and enforced under the laws of the State of New York without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. The Federal and State courts within the Southern District of New York will have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement and the Parties hereby submit to the jurisdiction of such courts and waive any right to a trial by jury. However, Honeywell may seek an injunction or enforce a judgment against Buyer in any jurisdiction. Buyer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law.

The Agreement and License contains the entire agreement between the Parties and any pre-printed terms are excluded. Any terms on facility entry documents or other similar documents signed by Honeywell after the Order date are not applicable. If there is any conflict in terms, the order of precedence is the License, any Addendum, Honeywell's terms of acceptance of the Agreement (excluding the Order), and then the Order.

The Agreement may not be varied except by a written change signed by authorized representatives of both Parties. Provisions of the Agreement that by their nature should continue in force beyond the completion or termination of the Order or Agreement will remain in force. Buyer will not delegate, transfer, or assign, by operation of law or otherwise, the Agreement, or rights or obligations under it, without Honeywell's prior written consent and any attempt to do so is void. For purposes of this Section, assignment includes any change in control of the Buyer or the merger of Buyer with any other legal entity.

Honeywell International Inc. ("**Honeywell**") is subject to national and international laws prohibiting bribery and corruption. Because Honeywell is a US company, Employees, Companies, Honeywell-controlled Joint Ventures and Joint Bidding Arrangements, as well as any third party acting on Honeywell's 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 has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct which is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance> and Honeywell Anticorruption Policy <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>

The Buyer agrees that in connection with its activities under this Agreement, neither the Buyer nor any agent, affiliate, employee, or other person act in 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, but not limited to, financial, legal, tax, accounting, operational, labor, and regulatory information.

The Buyer will retain and preserve all records and materials including invoice records, pertaining to the Products provided under with this Order for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer. In the event that Honeywell determines, in its sole discretion, that the Buyer has engaged in conduct that violates the Honeywell Anticorruption Policy or its applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate the agreement.

Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise Honeywell's (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department (c) Honeywell Access Integrity Helpline ([AccessIntegrityHelpline@honeywell.com](mailto:AccessIntegrityHelpline@honeywell.com)) and/or the (d) Business Sponsor or Strategic Business Group President. Buyer agrees to cooperate fully with any Honeywell investigation, audit or request for information.