# CONDITIONS OF SALE

## PROCESS AUTOMATION

### UNITED KINGDOM

1. **GENERAL DEFINITIONS.** "**Affiliate**" means any entity that controls, is controlled by, or is under common control with, another entity. An entity "controls" another if it possesses directly or indirectly the power to direct the management and policies of the entity. "**Agreement**" means these Sale Conditions, along with all SOWs, schedules, exhibits, links and addenda that the Parties agree to incorporate into these Sales Conditions and the order quantities and shipping locations for specific Offerings set forth in any Orders issued hereunder, as amended or modified from time to time. "**Customer**" means, collectively, the entity(ies) executing or assenting to this Agreement other than Honeywell. "**Documentation**" means any documentation (including any technical or legal requirements) specifically provided with an Offering (or otherwise specifically referenced in this Agreement or any Order), but excluding marketing materials, customer correspondence and similar collateral. "**Honeywell**" means, collectively, the Affiliate(s) of Honeywell International Inc., as well as Honeywell International Inc., to the extent entering into this Agreement. "**Effective Date**" means the date listed as the effective date in this Agreement, or if no such date is listed, the date this Agreement is entered into by the last of the Parties to do so. "**Fees**" means the amounts payable by Customer to Honeywell under the terms of this Agreement or any applicable Order. "**Offering(s)**" are the software, software-as-a-service, hardware, products, services, deliverables, support services and/or other offering(s) or related materials or rights for which Customer has contracted and are identified in any Purchase Order issued under this Agreement. "**Order**" or "**Purchase Order**" is a written purchase order from Customer and accepted by Honeywell for the purchase, use and/or licensing of Offerings, as contemplated by this Agreement. For the avoidance of doubt, references to any Order shall not include any terms and conditions from Customer contained therein, it being the agreement of the Parties that the sales conditions in this Agreement shall be binding. "**Parties**" means Honeywell and Customer and "**Party**" means either, individually. "**Products**" means the hardware, products or other tangible materials set out identified in the Purchase Order. Products are an Offering under this Agreement. "**SaaS**" means an online or cloud-based service or feature made available by Honeywell as identified in the Purchase Order. SaaS is an Offering under this Agreement. "**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 and Software. 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. "**Software**" means 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 Customer under this Agreement. The "**Work**" means the software, software-as-a-service, hardware, products, services, deliverables, support services and/or other offering(s) or related materials or rights for which Customer has contracted Honeywell to provide, as identified in this Agreement and/or in any Purchase Order or statement(s) of work, as it may be amended or modified in accordance with the terms of this Agreement, **SOW** issued under this Agreement. The Work is an Offering under this Agreement. To the extent accepted by Honeywell, each SOW and/or Purchase Order will include details as to the scope of Services, deliverables or reports Deliverables, as well as the specifications, schedule, requirements and Fees, and these will form part of this 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 Customer.

   **B.** Honeywell reserves the right to monitor Customer's Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Customer'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. Customer 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 Customer 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 Customer, or a type of product different than that ordered by Customer, Customer 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. Customer is liable for any delays or increased costs incurred by Honeywell caused by Customer'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 Customer requests a delivery date for an Order with non-standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Order. If Customer does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Customer 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 SOW, which shall take precedence over any conflicting provision of this Section, upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. If Customer 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, Customer 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. Customer 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. Customer further agrees that partial or beneficial use of the Work by Customer 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, Customer 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 Customer'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 Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

**5. Minimum Order Quantity.** Depending on Customer'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. PAYMENTS.** Unless Customer has been approved for credit terms by Honeywell, payment for all Orders will be made at the time of Order placement. In the event Customer, has been approved for credit terms, payment for that Order will be due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Customer in writing. Payment will be made with immediately available funds through electronic transfer. Honeywell may submit invoices electronically.

Honeywell will determine in its sole discretion if Customer qualifies for credit terms. If credit terms are granted, Honeywell may change Customer's credit terms at any time in its sole discretion and may, without notice to Customer, modify or withdraw credit terms for any Order, including open Orders. If Customer has no established credit terms, Honeywell may, at its sole discretion, require from Customer 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 Customer's Order number, Honeywell's invoice number and amount paid per invoice; Customer agrees to pay a service fee in the amount of $500 for each occurrence for its failure to include the remittance detail and minimum information described above.

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

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

Unless agreed otherwise in writing by Honeywell, Honeywell allows the Customer to pay by credit card an amount not to exceed $10.000 and accepts Visa, MasterCard, American Express provided, however, that the Customer's credit card must be charged on the same day that Honeywell invoices the Customer. If User is paying by credit card, it acknowledges and agrees that:

**A.** Payment for every Order is due upfront prior to Honeywell activating the Services ordered;

**B.** User may not split Orders on between multiple credit cards;

**C.** User is obligated to provide a valid credit card via the Portal which has sufficient credit to be charged for any Order being placed;

**D.** The credit card provided by User (or, where multiple credit cards have been provided, the credit card selected by User) will be automatically charged upon placement of an Order for Services via the Portal; and

**E.** Unless Honeywell has received a timely notice of termination, User's credit card (or, where multiple credit cards have been provided, the credit card selected by User as its default card) will also be charged automatically on the anniversary date of when the original Subscription Services were activated. For avoidance of doubt, Honeywell has no obligation to refund any automatic recurring Subscription Services charges to User's credit card where User failed to provide a timely notice of termination, and User agrees not to contest such charges with its credit card provider.

If Customer is delinquent in its payment obligations to Honeywell for any undisputed amount, Honeywell may, at Honeywell's sole option and until all delinquent amounts and late charges, if any, are paid:

**A.** be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times;

**B.** refuse to process any credit to which Customer may be entitled;

**C.** set off any credit or sum owed by Honeywell to Customer against any undisputed amount owed by Customer to Honeywell including but not limited to amounts owed under any contract or Order between the Parties;

**D.** withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Customer;

**E.** declare Customer's performance in breach and terminate any Order;

**F.** repossess products, reports, technical information or any other items delivered pursuant to this Agreement for which payment has not been made;

**G.** deliver future shipments on a cash-with-order or cash-in-advance basis;

**H.** assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof;

**I.** charge storage or inventory carrying fees on products, parts, or raw material;

**J.** recover all costs of collection including, without limitation, reasonable attorneys' fees;

**K.** if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing;

**L.** require Customer provide Honeywell, a payment improvement plan on terms and conditions satisfactory to Honeywell, as signed and assured by Customer's senior finance officer that may include, but not limit to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.); or

**M.** combine any of the above rights and remedies as may be permitted by applicable law.

**7. HYPERINFLATION**. The Parties acknowledge that the pricing set forth in this Agreement (the "**Baseline Price**") is based on the following costs as of the Effective Date: (a) the prices of third-party Products, as well as any components and commodity raw materials used for or in the manufacture of Honeywell Products (collectively, the "**Materials**") that are commercially available to Honeywell and subject to binding quotes from suppliers valid for 30 days (the "**Validity Period**") and (b) applicable freight and direct labor costs. Honeywell may provide Customer with written notice of a price increase beyond the Baseline Price if, during the term of this Agreement, either of the following increases by more than five percent (5%) relative to the Baseline Price (a "**Price Change**"): (i) after the expiration of the Validity Period, the lowest-available price to Honeywell for the Materials under sub-section (a); or (ii) the energy, freight or labor costs under sub-section (b) for the manufacture or delivery of the Materials. Upon Customer's request, Honeywell will provide reasonable documentation substantiating the Price Change which may include, but is not limited to, supplier notifications of price changes or invoices; published index data relating as applicable to commodities, metals, energy, electronics and labor; specific labor pool data associated with relevant manufacturing and engineering facilities and deployment sites; freight carrier rate sheets; third-party market reports from recognized industry sources; and other relevant materials substantiating the Price Change. Upon receipt of such notice, the unit price for all undelivered, affected Materials shall be adjusted to reflect the applicable Price Change, effective as of the date set forth in the notice.

Honeywell shall use commercially reasonable efforts to secure the lowest-available prices for freight, labor and qualified components and raw materials in the required volumes from reputable and legally-permitted sources; provided that nothing herein shall require Honeywell to (A) change the design or implementation of a project, (B) change any Product design, type, or location of manufacture, or (C) purchase any excess volume or agree to any commitment outside the ordinary course of business (including, without limitation, any minimum-volume, exclusive or long-term supply commitment) to secure pricing.

Any Price Changes, 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. Nothing herein shall limit (i) the applicability of the Force Majeure Section to any set of events or circumstances or the ability of either Party to invoke the remedies associated therewith; or (ii) Customer's responsibility to reimburse Honeywell for expedited or non-standard shipping and any special routing, packing, labelling, handling, or insurance requested by Customer.

Notwithstanding the above, the price of an Order may be adjusted to account for increases in the cost of electronic components and computing equipment (including processors, GPUs, memory modules, networking, and storage equipment) that form an integral part of Honeywell Automation Systems. Delivery schedules may also be adjusted to reflect the impact of extended component lead times.

**8. SETOFF**. Neither Customer 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.

**9. 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 import of raw material or subcomponents required to manufacture the Product or perform Services, 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"**). Customer 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 Customer for such Taxes unless, at the time of Order placement, Customer 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)** Customer 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)** Customer 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 Customer.

**10. BANK GUARANTEES:** Prior to performance of the Work, Customer will provide a standby letter of credit, surety bond, or 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 Customer 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.

**11. EXCUSABLE DELAY OR NONPERFORMANCE**

A delay that is permissible or excusable (each an "**Excusable Delay**") is any act, event or condition which hinders or prevents the affected Party from performing its obligations under this Agreement and is beyond the reasonable control of such Party (or any third party over whom such Party has control). Except for payment obligations (including increased payment obligations resulting from the need for a Change Order), neither Party shall be considered in default or in breach of its obligations under this Agreement if and to the extent that its failure of, or delay in, performance is due to an Excusable Delay event; provided, that (Y) the affected Party provides written notice to the other Party as soon as practicable of the Excusable Delay event and uses commercially reasonable efforts to overcome or mitigate the effects of such occurrence; and (Z) when the affected Party can resume its obligations, such Party shall give the other Party written notice to that effect and shall promptly resume performance. Notwithstanding the prior sentence, quantities affected by an Excusable Delay may, at the option of Honeywell, be eliminated from this Agreement without liability, but this Agreement will otherwise remain unaffected. Excusable Delay events shall include, 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. An act of God, including, but not limited to, fires, earthquakes, flood, landslide, lightening, explosion, tropical storms, hurricanes, tornadoes, severe weather conditions,
4. Pandemics, epidemics, quarantines, or regional medical crises,
5. The presence Hazardous Substances or Mold,
6. Shortages or inability to obtain materials, equipment, energy, or components,
7. Labor strikes, lockouts, or other labor disruptions,
8. Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism, acts of a public enemy, war, blockade, insurrection, rebellion, sabotage or similar occurrence any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property),

9. Suspension, termination, interruption, delay, denial or failure of renewal or issuance of any governmental permit, license, consent, authorization, interconnection, ability to work or operate a facility, or approval by a Governmental Authority or electric utility relating in any way to the Deliverables,
10. Inability or refusal by Customer or Customer's directed third-party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the Deliverables to be provided by Honeywell under this Agreement,
11. A Change in Applicable Law occurring after the Effective Date,
12. Approval, passing, enactment or changing of sanctions laws, export/import control Laws or related regulations that impact or constrain the performance of the obligations of Honeywell or any of its supplier or vendors,
13. If site conditions, including but not limited to, interconnects to power generation to which any Product is attached, are inconsistent with assumptions in Honeywell's Proposal, or
14. Any other cause beyond the non-performing party's reasonable control.

If an Excusable Delay causes a delay, then any scheduled delivery date(s) for Products or performance dates for milestones, as well as any final completion date for Install Services 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. The additional costs incurred by Honeywell as a result of any Excusable Delay event shall be subject to the adjustment procedures set forth herein.

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 Services 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 Customer.

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

**12. Customer CAUSED DELAY**. Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Customer-designated supplier, for Customer's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Customer. If Customer-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 Customer is ongoing for a period of time which is ninety (90) days or longer, or if Honeywell and Customer have not agreed on all required adjustments to price, delivery dates and other affected terms within 60 days after the expiration of the delay, Honeywell may provide notice to Customer that it is cancelling any affected outstanding Orders or affected portion thereof.

**13. WARRANTIES.**

**A. Product Warranty Terms.** Subject to compliance this Section, Honeywell warrants that the Products will be free from material defects in workmanship and materials for the earlier of twelve (12) months from delivery or eighteen (18) months from shipping (the "**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. Honeywell's sole liability and Customer's exclusive remedy, which shall be determined in Honeywell's sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted for the remainder of the original Warranty Period, if any.

**B. Procedure for Warranty Claims.** If, during the applicable Warranty Period, Customer believes there is a defect in material or workmanship covered by the relevant Product warranty, Customer must immediately discontinue use and notify Honeywell. Written authorization from Honeywell must be obtained prior to returning any Product(s) to

Honeywell for warranty assessment. Return shipments and insurance must be prepaid by Customer and must be appropriately packed and must be made within 30 days after Customer identifies or should have identified the defect. Upon receipt of any such Product during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the Product to verify the alleged defect or (ii) in Honeywell's sole discretion, credit Customer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Customer (at Honeywell's expense). Honeywell will credit Customer for its return shipping costs for any defective Products, but Customer 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.

**C. 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 Customer'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 Customer notifies Honeywell in writing of defective services within the Service Warranty Period. All services reperformed are warranted for the remainder of the original Service Warranty Period.

**D. Warranty as Exclusive Remedy.** CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT OR SERVICE SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE OFFERINGS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

**E. Warranty Exclusions**. THIS WARRANTY IS VOID WITH RESPECT TO ANY OFFERING THAT IS: (i) altered or repaired by anyone other than Honeywell's authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation or training; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Product (including damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Honeywell's control, including Customer's failure (or that of its customers) to apply required or recommended updates or patches to any Software or device in the Offering's network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.

**F. Technical Advice**. Any recommendation or assistance provided by Honeywell concerning the use, design, application, or operation of an Offering shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Customer at Customer's own risk and without any obligation or liability to Honeywell. It is the Customer's sole responsibility to determine the suitability of an Offering for use in Customer's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability for Honeywell.

**G. Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREMENT, ALL OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. CUSTOMER BEARS ALL RISK AS TO OFFERINGS, AND HONEYWELL MAKES NO OTHER WARRANTIES IMPLIED OR ACTUAL REGARDING ANY OF ITS OFFERINGS AND DOCUMENTATION.

THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS (E.G., PAPER, RIBBONS, FLASHTUBES, LAMPS, BATTERIES AND STORAGE CAPACITORS), AND SPARE PARTS NOT MANUFACTURED BY HONEYWELL. HONEYWELL MAKES NO WARRANTIES THAT ANY SOFTWARE, INCLUDING EMBEDDED SOFTWARE, WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS PURCHASED FROM HONEYWELL HEREUNDER (TO THE EXTENT SPECIFIED IN THE DOCUMENTATION). CUSTOMER'S WARRANTY SHALL BE VOID IF CUSTOMER USES COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER

MANUFACTURED NOR APPROVED FOR USE BY HONEYWELL IN ITS MANUFACTURED PRODUCTS, OR IF CUSTOMER USES ANY OFFERING IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF ANY PORTION OF THE OFFERING OR THE NETWORK ENVIRONMENT. CUSTOMER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE OFFERING BEYOND ITS STATED WARRANTY PERIOD.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FO ANY EXPRESS GUARANTEES SET FORTH ELSEWHERE IN THIS AGREEMENT, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (A) AS TO THE FUNCTIONALITY OF, EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT; (B) THAT ANY SUCH EQUIPMENT, SOFTWARE OR WORK WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, PROPERTY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE; OR (C) THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR

NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (D) CUSTOMER'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF ANY CUSTOMER OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA CUSTOMER'S CREDENTIALS; OR (H) CUSTOMER'S FAILURE TO USE COMMERCIALLY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

14. **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 THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTIAL, 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 13 (WARRANTIES) OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY CUSTOMER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY CUSTOMER ON HONEYWELL PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY 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 CUSTOMER, SHALL NOT EXCEED THE LESSER OF (I) THE AGGREGATE PURCHASE PRICE OF THE APPLICABLE PURCHASE ORDER FOR WHICH THE CLAIM ARISES OR (II) US $ 1.000.000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.

    CUSTOMER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF

ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.

The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The Parties agree that Honeywell's prices for the 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.

15. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Honeywell will defend Customer against any third-party suit alleging that Customer's use of the Offering (as provided by Honeywell for its intended use) in accordance with this Agreement, directly infringes any third-party patentor copyright in the United States or in the jurisdiction of the Honeywell Offering delivery, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Customer resulting from such suit; provided that Customer promptly notifies Honeywell when it is apprised of the claim and provides 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 Customer 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 Customer's designs, drawings, or specifications; (b) combination or use of any Offering with materials not furnished by Honeywell; (c) use of a version of any Software other than the current version; (d) data Customer provides that itself infringes a third party right; or (e) any alteration, customization, or other modification of the Offering other than by Honeywell. 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 Customer 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 Customer to return the Product (and terminate Customer's license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation and proration of license fees for Software use and thereafter Honeywell may cease shipping Products and Software it believes may be subject to a claim of infringement without being in breach of this Agreement. This Section shall be subject to Honeywell's rights under the Limitation of Liability Section. 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.

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

Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer 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 Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

Honeywell may make a written request to Customer to modify this Agreement based on the Customer'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 Customer 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. Customer will have five (5) business days to accept or reject the Change Order. If Customer fails to respond within five (5) business days, or in the case of an Emergency, the Change Order will be deemed accepted and Customer shall extend the schedule and/or pay for the change in the Work. If, after the Customer has rejected the Change Order, Customer 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 Customer rejects the

Change Order, Honeywell shall not be obligated to perform the additional or altered Work.

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

**17. TERMINATION AND SUSPENSION OF PERFORMANCE.** Honeywell may terminate this Agreement and any or all unperformed Orders immediately upon notice to Customer upon the occurrence of any of the following events: (i) Customer 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); (ii) Customer fails to make any payment hereunder due within five (5) calendar days after written notice of such non-payment; (iii) attempted assignment of this Agreement by Customer or any rights hereunder without Honeywell's prior written consent, which includes a sale or transfer of substantially all of Customer's assets, a majority interest in its voting stock, or a merger or consolidation with one or more entities; (iv) Customer experiences one or more of the of the following insolvency-related circumstances: (v) 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), (vi) a receiver is appointed for its assets, (vii) bankruptcy or insolvency proceedings are brought by or against it, or (viii) it makes an assignment for the benefit of creditors; (ix) Customer 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 (x) Customer 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 Section 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 Customer's expense if Honeywell determines that performance may violate the law and/or cause a safety, security, or health risk.

**18. ORDER CANCELLATION.** Honeywell may cancel Orders at any time prior to shipment. Notwithstanding anything to the contrary herein, cancellation of an Order by the Customer for any reason is not permitted and is expressly rejected, except where (**1**) Honeywell provides prior written approval and (**2**) Customer provides written agreement to cover all cancellation fees and costs associated with the cancellation, including without limitation, payment for all work performed as of the date of termination, Honeywell's shipping, handling, restocking fees and any third-party expenses. Cancellation fees for special or custom order parts (including without limitation, make to order parts), services, software, or a project, or any portion thereof, will be at the full amount owed under the Order. All other cancelled Orders are subject to a minimum cancellation fee of thirty percent (30%) of the amount owed under the Order.

Notwithstanding anything to the contrary in this Agreement, if Customer terminates this Agreement related to equipment for reasons other than Termination for Cause, Honeywell may invoice, and Customer shall pay Honeywell a cancellation fee with effect from the date Customer's notice is received by Honeywell equal to:

- Within 1 week of Effective Date of Agreement: 5% of total Contract Price

- Within 2 weeks of Effective Date of Agreement: 10% of total Contract Price

- Within 3 weeks of Effective Date of Agreement: 50% of total Contract Price

- If Equipment is ready to deliver: 100% of total Contract Price

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 Customer will be required to pay 100% of the Contract Price. Any payments received from Customer prior to cancellation will be credited against the cancellation fee, and all amounts exceeding the cancellation fee will be refunded to Customer. If the applicable cancellation fee is not timely paid by Customer, Honeywell may deliver any Equipment and invoice Customer for the relevant amount, which invoice Customer shall pay in accordance with the payment terms of this Agreement. Honeywell will retain ownership of all materials and documentation.

If the cancellation fees and costs are not accepted by Customer, Honeywell will ship the Order and invoice the Customer for the full amount owed under the Order. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Honeywell's salvage or

resale of Product might be impossible or impracticable and that if Customer is responsible for transportation (or arranging for transportation) of product(s) and fails to do so by the agreed pick-up date, Honeywell may, at Customer's cost and without modifying or affecting the title, risk of loss, and delivery terms under the Agreement, secure transportation to deliver the product to Customer's location or secure reasonable storage facilities to warehouse the Product(s).

19. **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 Customer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property in and to the Products, results of the Services, Deliverables, Offering, Documentation, Software, and results of the Work, results of the SOW, including software, models, designs, drawings, documents, inventions, and know-how ("**Inventions**"), conceived or developed by Honeywell in connection with or arising out of the Agreement, (collectively, "**Inventions**") are the sole property of Honeywell and Customer assigns any rights it may have in such Inventions to Honeywell. Customer 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 Customer. Customer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. Subject to Customer's compliance with the terms and conditions of this Agreement, Honeywell hereby grants to Customer 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 Customer'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, Customer's license to the Software and Documentation and Software Use Rights terminate immediately and Customer will stop using the Software and Documentation and return, destroy or delete, as directed by Honeywell, all copies of the Software and associated keys.

    If the Honeywell Offerings include any Software, Customer's use of such Software is subject to the Honeywell standard End User License Agreement ("**EULA**"). Customer 's use of the Software constitutes acceptance of the EULA. If Customer does not agree to the EULA, shall have no right to use the Software.

20. **CONFIDENTIALITY.** Honeywell may provide Customer 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 Customer using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of three (3) years following the date of disclosure. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Customer, (b) already known to Customer at the time of disclosure through no wrongful act of Customer, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Customer. Customer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Customer may disclose Confidential Information (i) to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging this Agreement and complying with its legal obligations, and (ii) in response to a court order, government request, or other legally required request where it (A) provides Honeywell with sufficient notice and an opportunity to object to such disclosure (where possible) and (B) makes the disclosure subject to a protective order or other similar confidentiality restrictions. After termination or expiration of this Agreement and upon written request of Honeywell, Customer will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

21. **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 by 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 Customer to Honeywell in relation to the use of the Services for the purposes of providing, improving, or developing Honeywell Products and Services.

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

**B.** To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at https://www.honeywell.com/us/en/company/data-privacy. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.

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

**22. COMPLIANCE**

**A.**

**Code of Conduct.** Customer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "**Code of Conduct**"), available at https://www.honeywell.com/who-Honeywell-are/integrity-and-compliance. Customer 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 Customer, or the facilities and other assets used by Customer in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and taxes applicable to its business as the same shall become due and paying all amounts required under the applicable laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Customer's confirmation of and agreement with the representations and warranties set forth in the following subparagraphs. Customer will defend, indemnify and hold the Honeywell Indemnities harmless from and against any Claims arising out of Customer's non-compliance with this Section and its subparagraphs, pursuant to the Indemnification Procedures of Section 42 (Other Indemnification).

**B.** **Sanctions Compliance.** Customer individually and on behalf of its Affiliates, represents, warrants, and agrees that:

1. It is not a "**Sanctioned Person**," meaning any individual or entity: (i) 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**"), or any other sanctions list administered by the United States, the European Union and its Member States, the United Kingdom,

Switzerland, Canada, Australia, or the United Nations ("**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, but subject to change, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions) ("**Sanctioned Jurisdictions**"); (iii) controlled or owned, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing; and/or (iv) organized under the laws of, ordinarily resident in, or located in an unauthorized jurisdiction, including Russia, Belarus, and the Zaporizhzhia and Kherson regions ("**Unauthorized Jurisdictions**").

2. Relating to the utilization of Honeywell products, software, services, proprietary information, and technology, both Parties will comply with all Sanctions Laws. Customer will not, directly or indirectly, 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, for, or involving Sanctioned Jurisdictions, Russia, or Belarus; or (ii) for any other purposes prohibited by any Sanctions Laws. Honeywell will not source any components, technology, software, or data from any Sanctioned Persons, Sanctioned Jurisdictions or Unauthorized Jurisdictions in contravention of any Sanctions Laws. To the extent applicable, Customer agrees to comply with any government authorization under Sanctions Laws, including any authorization issued by OFAC in all activities involving Honeywell products, technology, software, or proprietary information. Specifically, Customer agrees not to remove, extract, disassemble, or otherwise disassociate any Honeywell products, technology, software, or proprietary information from an Aircraft and store, sell, export, re-export, divert, or otherwise transfer any Honeywell products, technology, software or proprietary information in, within, from, or to a Sanctioned or Unauthorized Jurisdiction.

3. Customer is responsible for conducting on-going screening and monitoring and ensuring all end users or other involved third parties are not Sanctioned Persons. Customer is responsible for flowing down the obligations of this Section to all end users and/or other involved third parties, as applicable.

4. The Parties' failure to comply with this provision will be deemed a material breach of this Agreement. The Parties will notify the other Party if it violates, or reasonably believes that it will violate, any terms of this Section. The Parties may take all actions required to ensure full compliance with all Sanctions Laws without the other Party incurring any liability.

**C. Export and Import Compliance**. Customer 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**"). Customer 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. Customer 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, Customer shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Customer 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. Customer will immediately notify Honeywell and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. Honeywell will apply for United States Government export authorizations required for delivery of any goods, services or technical data under this Agreement. Customer will promptly provide all information required by Honeywell to complete the authorization application. Customer will apply for all other necessary import, export or re-export approvals.

Honeywell will not be liable to Customer 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:

1. The failure to provide or the cancellation of export or re-export licenses;
2. 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
3. Delays due to Customer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Customer designates the freight forwarder for export shipments from the United States, then Customer's freight forwarder will export on Customer's behalf and Customer will be responsible for any failure of Customer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Customer's designated freight forwarder with required commodity information.

**D. Anti-Bribery, Anti-corruption Laws.**

1. 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.
2. Customer certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct, which is available at https://www.honeywell.com/who-we-are/integrity-and-compliance, and the Honeywell Anticorruption Policy, which is available at https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf.
3. Customer agrees that in connection with its activities under this Agreement, neither Customer nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, giver 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.
4. 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. Customer will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer.
5. In the event that Honeywell determines, in its sole discretion, that the Customer 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.
6. If Customer 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). Customer agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.

**E. EU WEEE Directive**. To the extent applicable, Customer 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 associates with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations. Customer shall indemnify Honeywell for all such costs and upon reasonable evidence of Honeywell having to incur any such costs. Customer shall reimburse Honeywell within thirty (30) days of receipt of an invoice regarding the same.

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

**G. Non-Compliance**. Customer's failure to comply with this provision will be deemed a material breach of this Agreement, and Customer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Customer 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.

**23. CYBERSECURITY SERVICES.** With respect to any cybersecurity-related Services, software, SaaS or related hardware ("**Cybersecurity Services**"), Honeywell may provide professional judgment, technical expertise, and advice regarding Customer cyber risk management program. As system performance and security are subject to multiple factors outside of Honeywell's control, Honeywell does not warrant or guarantee the Cybersecurity Services will prevent or mitigate any act or attempt to disrupt, misuse, or gain unauthorized access to any system or electronic facilities or operations that results in a loss, alteration or disclosure of data, system downtime or degradation or loss of operation or services relating to the Cybersecurity Services (an "**Event**"). Customer agrees and understands that Honeywell cannot and does not, and that by working with Honeywell or using Offerings, Customer may not prevent Events (either actual or attempted). Customer agrees and expressly acknowledges that Customer is responsible for its own cyber risk management program, including those responsibilities set forth in this Section and in this Agreement, and must participate in Customer's own defense and work with Honeywell to create a prioritized, flexible, repeatable, performance-based, and cost-effective process to identify, assess, and manage cyber risk throughout Customer's enterprise. Honeywell shall have no liability in connection with any Event unless the Event was caused by defective Products, Software or Services provided by Honeywell, in which case Honeywell's sole liability and Customer's exclusive remedy in respect of an Event is the replacement or repair of defective Products or Software, or re-performance of defective services under the applicable warranty in this Agreement.

Customer represents and warrants that (i) use commercially reasonable administrative, physical and technical safeguards to protect Customer's systems, facilities, operations or data or follow industry-standard or other mutually agreed upon security practices; (ii) update to the latest version of relevant software and follow the current Documentation for the same; (iii) make no modifications or alterations to any hardware or software comprising the Cybersecurity Services without Honeywell's express written permission; (iv) designate 2 or more employees, executives, or agents (the "Contact Person(s)") who will respond to any Events and take recommended actions to mitigate harm to Customer's network; (v) develop and adopt a written governance, risk and compliance policy or policies, approved by a senior officer or Customer's board of directors (or an appropriate committee thereof) or equivalent governing body, setting forth Customer's policies and procedures for the protection of its information systems and nonpublic information stored on those information systems (the "**Cybersecurity Policy**"); (vi) develop and adopt a written incident response plan ("**IRP**") that is exercised and/or practiced with key scenario driven evaluations on at least an annual basis; and (vii) provide Honeywell with copies of Customer's Cybersecurity Policy, IRP, and business continuity or disaster recovery plans upon Honeywell's request.

**24. GOVERNING LAW AND DISPUTES.** All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights and liabilities relating hereto, whether arising in contract or otherwise ("**Dispute**"), shall be governed by the laws of the England and Wales without giving effect to any choice or conflict of law provision or rule (whether United Kingdom or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the England and Wales. Honeywell and Customer expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

The Parties agree that the Technology and Construction Court in London, UK 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 court. The parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. Customer 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.

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

25. **REMOTE ACCESS.** Customer agrees that Honeywell may provide some or all of the Offerings remotely using an internet connection and may install additional software and related communication and/or diagnostic devices on Customer's applicable systems (the "**Systems**") to enable such connection and/or remote work. Customer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Customer will enable and consents to internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of this Agreement.

26. **ASSIGNMENT**: Honeywell may assign or transfer this Agreement, and assign its rights and delegate its obligations. Customer shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Honeywell's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, Honeywell may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

    Without limiting the generality of the foregoing, Honeywell may assign this Agreement and its rights relating to payment for sales made under this Agreement without Customer's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Honeywell that precludes disclosure of any Customer confidential information to any third party without Customer's consent.

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

29. **CUSTOMER PURCHASE ORDERS.** Customer shall have access to, maintain access, and use Honeywell's specified Electronic Data Interface ("**EDI**"). Customer Purchase Orders and changes will be transmitted to Honeywell via such EDI Purchase Orders will specify: (i) Purchase Order number; (ii) Honeywell's part number including a general description of the Offering(s); (iii) requested delivery dates, which will be no shorter than the published or contracted lead time; (iv) price (non-catalog prices must reference either a valid Honeywell contract or quote number); (v) quantity; (vi) location to which a Product is to be shipped; (vii) any special routing, packing, labeling, handling or insurance requested by Customer, if applicable (with the understanding that this may result in additional Fees payable); and (viii) location to which invoices will be sent for payment. Purchase Orders are subject to Honeywell's acceptance explicitly in writing or

upon Honeywell's delivery of an Offering. Honeywell reserves the right to limit order quantities. For avoidance of doubt, Honeywell's Order acknowledgment will not constitute acceptance and Honeywell reserves the right to reject any Purchase Order in its sole discretion and for any reason. Any Purchase Orders provided under this Agreement serve to identify the information referenced above and shall not, in themselves, create any commitment binding upon the Parties. For the avoidance of doubt, references to any Purchase Order under this Agreement shall not include any Terms and Conditions from Customer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.

30. **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 Customer as an exclusive purchaser of the Offerings.

31. **LEGAL ADVICE DISCLAIMER.** Customer acknowledges and agrees that Honeywell does not and shall not provide Customer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Customer uses the Offering, including those related to data privacy or medical, pharmaceutical or health related data. Customer acknowledges that the Offering has functionality that may be used in ways that do and do not comply with such laws, rules or regulations. It is Customer's sole responsibility to monitor its (including its users') compliance with all such relevant laws, rules or regulations. Customer is solely responsible for such Customer-specific use decisions and Honeywell and its Affiliates disclaim all liability for such decisions.

32. **FEEDBACK**. If Customer provides any improvements, suggestions, information or other feedback concerning the Offerings ("Feedback"), then Customer 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 Customer's Confidential Information or trade secret.

33. **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 Effective Date. Any changes in or to applicable laws, codes, and regulations affecting the cost of the Services shall be the responsibility of Customer 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.

    Honeywell is applying and integrating its offerings in accordance with the specifications, drawings, and functional sequences provided by Customer in the tender documents. Honeywell warrants that its offerings will function as documented in Honeywell's proposal, data sheets, working drawings and other Documentation supplied by Honeywell under this Agreement. Customer 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 Customer, its Affiliates, or subcontractors. Customer 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. Customer is responsible for the work product and methods of their chosen subcontractors.

34. **HEALTH AND SAFETY.** Customer 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 Customer, are appropriate for Customer 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 Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

Customer represents that Customer 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 Customer 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.

Customer 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 laws regarding workplace safety. Customer 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 applicable 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.

**35. RESPONSIBILITIES.** Customer will: (a) promptly perform its obligations identified in the applicable SOW or Purchase Order; (b) promptly provide all information reasonably required or useful for performance of the Service prior to commencement of the Services, including reviewing and providing comments to any Honeywell submissions within 10 days after submission; (c) promptly give all notices to, make all filings or recordings with, and use its best efforts to obtain all consents, approvals, authorizations, certifications, clearances, consents, variances, licenses, registrations, qualifications, and permits from, any third party or instrumentality of government as may be required or appropriate in connection with the consummation of the Services, including such as may be required to facilitate the transfer of any amounts paid by Customer hereunder to another country of Honeywell's designation; (d) designate a business contact and a technical contact to coordinate Customer's personnel and act as a liaison; and (e) provide Honeywell with access to Customer's systems and premises to the extent necessary during the performance of the Services (including site audits, site assessments and preparatory activities). If Customer fails to perform any of Customer'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.

**36. DATA RIGHTS**

A. **License**. Customer retains all ownership and other rights to data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make available in relation to, or which is collected from Customer's systems, devices or

equipment by, the Services ("**Input Data**"). Customer 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 collect and use Input Data. Honeywell has the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use the Input Data to maintain, protect, develop, operate, improve and support Honeywell's products, services or Services. Honeywell may use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer or any data subjects. Input Data is Customer's Confidential Information. All know-how and information developed by Honeywell and/or its Affiliates through processing or analyzing Input Data (but excluding Input Data itself), including software, models, designs, drawings, documents, inventions, and know-how conceived or developed in connection with the Agreement and any intellectual property rights thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. Customer has no right or license to intellectual property or inventions provided by Honeywell, except as granted in this Agreement. The rights granted to Honeywell with respect to Input Data shall survive termination of the Agreement.

B. **Conditions**. Customer has sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Unless agreed in writing, Honeywell does not archive Input Data for Customer's future use. Customer consents to any transfer of Customer's Input Data outside of its country of origin, except that Personal Data is subject to the DPA.

C. **EU Data Act.** To the extent Customer has a right to access Input Data under Regulation (EU) 2023/2854, (the "**Data Act**"), the scope of such data and the technical means for exercising such rights are set forth in applicable documentation. Customer confirms that it has reviewed and accepts the applicable documentation and waives any right to receive data or metadata not expressly listed therein. Customer is not entitled to request access to Input Data to which it has direct access through alternative means. Honeywell makes no warranty, express or implied, regarding the accuracy, reliability, compatibility, usability or fitness of any Input Data supplied to Customer.

**37. EU DATA ACT (SWITCHING).** This Section applies to the extent Honeywell or Customer is subject to the Data Act and the Connected Solution constitutes a Data Processing Service as defined therein. For purposes of this Section, capitalized terms not otherwise defined in this Agreement have the meaning given them in the Data Act. This Section prevails over any inconsistent provision of the Agreement with respect to its content.

A. **Switching**. Customer may, on sixty (60) days' prior written notice, request Honeywell's assistance in porting Exportable Data to Customer's infrastructure or switching to an alternative provider of Data Processing Services. Honeywell will provide reasonable assistance to support switching, including providing appropriate and necessary relevant information. Honeywell will act with due care to maintain business continuity and a high level of security throughout the switching process. Switching will be completed within thirty (30) days of receiving Customer's request, except that Honeywell may extend the switching period by up to six (6) months if such timing is technically unfeasible. Upon written notice to Honeywell prior to the completion of switching, Customer may extend such switching period for reasonable period of time.

B. **Retrieval & Deletion**. Upon successful completion of switching, Honeywell will retain Exportable Data for a retrieval period of at least thirty (30) days, during which time Customer may access such data for retrieval. Honeywell will delete Exportable Data within ninety (90) days of conclusion of the retrieval period, unless otherwise required by applicable law or for compliance, audit, or security purposes. Honeywell will not be required to delete information held as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

C. **Termination**. Upon successful completion of switching or expiry of the applicable maximum transition period, the Agreement will terminate with respect to the Connected Solution subject to the switching request. The remainder of the Agreement shall remain in full force and effect and survive such termination as to the relevant Connected Solution.

D. **Switching Costs**. Honeywell may invoice Customer for direct switching costs permitted for switching requests made prior to 13 January 2027. Nothing in this Section waives any fixed-term commitment or early-termination fees agreed elsewhere in this Agreement. Any pre-paid amounts are non-refundable, to the extent permitted under applicable law.

E. **Early Termination Fee**. If the Agreement terminates with respect to the Connected Solution subject to the switching request as described herein, Customer shall pay an Early Termination Fee equal to the net present value ("**NPV**") of the remaining annual subscription Fees due for the remainder of the current Connected Solution Subscription Term, calculated from the effective date of termination through the end of the Connected Solution Subscription Term, using a discount rate of 10% per annum. Customer acknowledges and agrees that the Early Termination Fee is: (i) exclusive of any direct costs associated with switching, (ii) proportionate, and (iii) solely intended to compensate Honeywell for the loss of anticipated revenue associated with early termination.

F. **International Transfer**. Further information on the geographic deployment of the Connected Solution and a general description of technical, organizational and contractual measures is available at https://www.honeywell.com/us/en/company/trust-center.

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

**39. TRAVEL AND EXPENSES.** Travel and living expenses incurred by Honeywell personnel will be invoiced on a reimbursable basis, at actual cost plus a 10% processing fee and will be accompanied by reasonable and usual verification of costs incurred. Travel time for the assigned personnel will be based on the number of hours incurred traveling from each person's Honeywell office to the Customer site/office (and return) and will be billed at the then-current labor rate.

**40. COVERAGE.** Customer agrees to provide Honeywell access to all equipment covered by the Services to be performed by Honeywell under this Agreement, which is limited to the equipment expressly listed in each List of Covered Equipment contained in the associated SOW ("**Covered Equipment**"). Honeywell will be permitted, without liability, to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

It is understood that Honeywell's repair, replacement, and emergency service obligations apply only to the Covered Equipment (if any and only to the extent expressly provided in the attached SOW). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell may provide such services at Customer's request and at an additional charge.

Honeywell may install communication or diagnostic devices and/or software to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and software and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the Internet and switched telephone network for such devices and/or software.

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

This Agreement assumes that the systems and/or equipment included in the Covered Equipment are in maintainable condition. If repairs are necessary, in Honeywell's sole judgment, upon inspection or seasonal start-up or otherwise, repair charges will be submitted for approval to Customer. Should these charges be declined, those systems and equipment will be eliminated from coverage under this Agreement and the price adjusted accordingly.

In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes, or movement.

Maintenance, repairs, and replacement of equipment parts and components are limited to using commercially reasonable efforts to restore to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components, and/or parts that

represent a betterment or capital improvement to Customer's system(s) hereunder.

Unless otherwise specified, Customer retains all responsibility for maintaining local area networks, wide area networks, leased lines, and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the Covered Equipment.

Customer will promptly notify Honeywell of any malfunction in the system(s) or Covered Equipment covered under this Agreement that comes to Customer's attention.

Equipment covered under this Agreement that comes to Customer's attention.

**41. NON-SOLICITATION.** Customer will not, for the duration of this Agreement and one year thereafter, directly or indirectly solicit for employment any person employed by Honeywell or its Affiliates who is providing or has provided services to Customer or its Affiliates under this Agreement; provided that the foregoing shall not prevent Customer from soliciting or employing (x) any person who is no longer employed by Honeywell or its Affiliates and who terminates such employment without inducement to do so by Customer or its Affiliates and (y) any person who responds to a general solicitation for employment placed by Customer in a broadly-disseminated publication.

**42. COMMERCIAL USE.** Except as expressly identified on the face of a Purchase Order, Customer represents and warrants that any technical data or software provided by Honeywell to Customer under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government (other than an agency who is enumerated as an end-user of the Work under this Agreement) without the prior written consent of Honeywell.

**43. OTHER INDEMNIFICATION:** In addition to any other Customer indemnification obligations in this Agreement, Customer 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 Customer's negligence or willful misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Customer's breach of its obligations or warranties under this Agreement or Customer's infringement of any US third-party patent or copyright. In connection with these indemnification obligations, Customer agrees to the following "**Indemnification Procedures**": (a) Customer will be entitled to control the defense and Honeywell shall give prompt notice of any Claim; (b) at Customer's expense, Honeywell will reasonably cooperate in defense of the claim including promptly furnishing Customer 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) Customer 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.

**44. LIABILITY DISCLAIMER FOR CUSTOMER SERVICES.**

a. Customer acknowledges that, due to the unique nature and potential safety risks posed by certain Products, Customer is not authorized to perform design, installation, repair, or other services (collectively, "**Customer Services**") for its customers on certain Products ("**Certified Products**") identified to Customer as such, unless it enters into a separate written agreement with Honeywell and complies with the required training and certification obligations of such agreement. Customer further agrees that performance of Customer Services for customers on Certified Products, absent adherence to the conditions in this paragraph, will void the Limited Warranty on such Certified Products.

b. Customer further acknowledges and agrees that to the extent it performs Customer Services for its customers on any Product (including, without limitation Certified Products), it does so at its own expense and liability, and shall defend, indemnify and hold the Honeywell Indemnitees harmless from and against any Claims arising out of those Customer Services it or its agents perform for its as per the Indemnification Procedures of the Other Indemnification Section. This Section shall be subject to Honeywell's rights under the Limitation of Liability Section.

**45. 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.

**46. SUBCONTRACTORS.** Any subcontractors performing Services shall have all licenses or other accreditations required by applicable law and shall either be covered by

Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under this Agreement. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Customer 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.

**47. ACCEPTABLE USE**. Customer 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. Customer will not, and will not permit any person or entity to, use the Products (including any 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. Customer may not use the Products in any way that would reasonably be expected to cause liability or harm to Honeywell or third parties.

**48. MISCELLANEOUS**

**A. Express License.** Except for the rights expressly granted in this Agreement, Honeywell does not grant, license or transfer to Customer or any other third party any other rights to any of its intellectual property rights, whether by implication, estoppel or otherwise.

**B. Terminology.** The words "including", "e.g.," or similar import, are not limiting or exclusive and will be deemed followed by "without limitation".

**C. Cumulative Rights**. Any rights and remedies provided for in this Agreement are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under law.

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

**E. Translations**. If this Agreement is translated into any language other than English, the controlling version of this Agreement is the English language version even if other language versions are signed by the Parties.

**F. Publicity.** Neither Party will issue any press release or make any public announcement relating to any non-public subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly traded securities. Notwithstanding the foregoing, Honeywell may list Customer and its logo as a Customer on Honeywell's website and in marketing materials.

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

**H. 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.

**I. Modifications**. The Agreement may not be varied except by a written change signed by authorized representatives of both Parties.