HONEYWELL TECHNOLOGIES END USER LICENSE AGREEMENT

November 1, 2026

IMPORTANT NOTICE, PLEASE READ CAREFULLY.

This End User License Agreement ("**EULA**" or "**Agreement**") is a legal agreement between the business entity using the Software ("**User**") and Honeywell International Inc. ("**Honeywell**") (collectively, the "**Parties**" and each a "**Party**"), which sets forth the rights and obligations governing use of this software, including any updates thereto (collectively, the "**Software**"), and related documentation ("**Documentation**"). **BY DOWNLOADING, CLICKING "ACCEPT", AND/OR USING THE SOFTWARE AND DOCUMENTATION, YOU, AS THE PERSON INSTALLING THIS SOFTWARE ON BEHALF OF USER, REPRESENT: (1) THAT YOU HAVE READ AND AGREE TO THIS EULA ON BEHALF OF USER AND (2) YOU HAVE THE AUTHORITY TO AGREE TO THE TERMS OF THIS EULA ON BEHALF OF USER. IF YOU DO NOT HAVE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF USER OR DO NOT AGREE TO ITS TERMS, DO NOT CLICK "ACCEPT" OR USE THE SOFTWARE OR DOCUMENTATION.**

1. **License Rights.** Subject to the terms and conditions of this EULA and payment of applicable fees, Honeywell hereby grants to User a limited, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable right and license to download, install, use, and make a reasonable number of back-up copies of the Software and Documentation, solely (i) in the form made available by Honeywell and in accordance with the Documentation; (ii) for User's internal business purposes, including, for example, use by User's authorized employees, related entities, contractors, or representatives who have been informed of and agree to comply with the terms of this EULA ("**Authorized End Users**"); and (iii) in accordance with any express limitations on the number of Authorized End Users, accounts, assets, sites or other usage metrics set forth in the Documentation or any written agreement with Honeywell or an authorized licensor (collectively, "**Software Use Rights**"). User is responsible for its Authorized End Users' compliance with this EULA.

2. **Acceptable Use.** Except as expressly permitted in writing by Honeywell, User will not directly or indirectly through an Authorized End User (and will not authorize, encourage or cooperate with any third party to): (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer the Software or any license rights in any manner; (b) use the Software in a manner inconsistent with or in excess of the Software Use Rights; (c) create derivative works or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons of the Software; (f) create, benchmark or gather intelligence from the Software for a competitive offering; (g) translate, reverse engineer, decompile, recompile, update or modify all or any part of the Software; (h) disclose keys or login information required to use the Software to any third party, circumvent any license management, security devices, access logs, or other software protection measures of the Software, modify, tamper with, or disassemble keys, or merge the Software into any other software; (i) alter or remove any proprietary rights notices or legends on or in the Software; or (j) permit any use of the Software by any third party or person or entity that is not an Authorized End User. Any violation of the restrictions in this Section will constitute a material breach of this EULA. There may be measures in the Software to prevent unlicensed or illegal use, and/or that report metrics to Honeywell related to its use.

3. **AI Use Restrictions.**

a. "**Honeywell AI**" means a machine-based system designed to operate with varying levels of autonomy (including solving problems and performing tasks), that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the Input Data it receives, how to generate Outputs (defined below) such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. This includes features which incorporate artificial intelligence models or tools made available by Honeywell to User. "**AI System**" has the meaning given to that term in the EU AI Act. "**High Risk Use**" means any uses of Honeywell AI that could or does: (i) significantly and negatively

impact Honeywell's operations or reputation; (ii) significantly and negatively impact intellectual property protections or data security or privacy; (iii) impact the work and lives of User's employees, users, partners, clients, and members of the public; or (iv) present novel or significant legal, compliance, or enterprise risks. This would include high risk AI Systems, which pose significant risk of harm to people's health, safety, or fundamental rights as defined under the EU AI Act. "**Unacceptable Risk Use**" or "**Prohibited Use**" means any use of Honeywell AI that: (i) could have or actually has an effect on the access of an individual to employment or in a manner that could affect an individual's rights under Applicable AI Laws; (ii) could lead to or cause bias or discrimination; or (iii) could lead to errors, omissions or other risks that have the potential to impact safety, fundamental rights of natural persons or affect the safety of tangible or physical property. This includes prohibited uses as defined under the EU AI Act.

b. Without Honeywell's prior written consent, User will not (and will not authorize, encourage or cooperate with any third party to): (i) use any Honeywell AI or Outputs for a High Risk Use or Unacceptable Risk Use; (ii) use Honeywell AI to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision; (iii) distribute or use the Honeywell AI in any manner except as provided under this EULA; (iv) make modifications to or otherwise create derivative works of or improvements to the Honeywell AI; notwithstanding the foregoing, any such unauthorized works and any intellectual property rights therein, will be deemed to be the sole and exclusive property of Honeywell; (v) circumvent or interfere with the technical protections, security or operation of the Honeywell AI; (vi) assert, or authorize, assist, or encourage any third party to assert, against Honeywell or any Honeywell affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Honeywell AI; (vii) copy, create, offer, train, or sell any competing AI System, product, service or offering with the same or similar functionality during the term of this EULA; (viii) access or use the Honeywell AI in a manner that infringes another's intellectual property rights; (ix) engage in any conduct that may be detrimental to the Honeywell AI or marketability thereof; (x) use Honeywell AI or Outputs to generate content that violates or promotes violence, hate speech, or harassment, or insults or demeans a person; (xi) generate sexually explicit content or contravene any regulatory safety policies; (xii) mislead any person into believing that Honeywell AI or Outputs are solely human-generated; (xiii) enter into any agreement which requires User to take any actions that are in conflict with the terms of this EULA; (xiv) sublicense, distribute or otherwise make available any portion of the Honeywell AI (including any functionality of the Honeywell AI) to any third party; or (xv) use or make any Output available to third parties without disclosing that the Output was generated using an AI System.

4. **Account Security.** User agrees and acknowledges that to the extent applicable, it will: (i) maintain strict confidentiality over all names, passwords, or other credentials of User's Authorized End Users; (ii) assign accounts to unique individuals and not allow others to use User's or Authorized End User's credentials or account, including sharing among multiple users; (iii) immediately notify Honeywell of any unauthorized use or breach of security or security incident related to User's or Authorized End User's accounts; (iv) submit only complete and accurate information; (v) maintain and promptly update information if it changes; and (vi) manage user access. Honeywell may use rights management features to prevent unauthorized use. User is responsible for any costs or damages incurred due to unauthorized use or access to the Software via User's Authorized End Users' account credentials or systems.

5. **Evaluation Licenses.** Access to the Software may be provided to User for beta, demonstration, test, or evaluation purposes (collectively, "**Evaluation Licenses**"). For any Evaluation Licenses, the term shall be limited to ninety (90) days (the "**Evaluation Period**"), unless otherwise agreed to by Honeywell in writing. Evaluation Licenses are limited specifically to use for evaluation or demonstration purposes only, and User agrees not to use such Software in a production or non-test environment. User's use of the Software under an Evaluation License is provided as-is, without any representations or warranties of any kind, and is at User's sole risk. Honeywell has no obligation to support, maintain or provide any assistance regarding any Evaluation Licenses. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY DAMAGES OF ANY KIND IN RELATION TO ANY EVALUATION LICENSE OR EVALUATION OF THE SOFTWARE BY USER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, DAMAGE TO SYSTEMS OR EQUIPMENT, OR BUSINESS INTERRUPTION). USER IS NOT ENTITLED TO ANY DEFENSE

OR INDEMNIFICATION FOR EVALUATION LICENSES GRANTED PURSUANT TO THIS SECTION.

6. **Audit.** User will maintain complete, current and accurate records documenting the location, access and use of the Software or other offerings. During the term of this EULA and for 1 year thereafter (the "**Audit Period**"), Honeywell may: (a) require User to send written certification of compliance with the terms and conditions of this EULA within thirty (30) days; and (b) upon reasonable notice, initiate an audit of User's records and electronic logs to verify User's access to and use of any Software or other offerings and User's compliance with the terms and conditions of this EULA, it being understood that any failure to deliver a certificate of compliance on a timely basis will extend the Audit Period and that any audit initiated within the Audit Period may permissibly be completed after the end of the Audit Period. User may not take any steps to avoid or defeat the purpose of any such verification measures and will cooperate with Honeywell to facilitate Honeywell's audit. If any audit reveals any underpayment, if User is purchasing the Software or other offerings directly from Honeywell, (i) User will promptly pay Honeywell the underpaid fees and related maintenance and support fees and (ii) if the underpayment is five percent (5%) or more of the fees paid for the Software or other offering in any three (3) month period, User will reimburse Honeywell for its audit costs and audit-related expenses.

7. **Updates and Support.** Honeywell does not provide User with any dedicated support or maintenance for the Software, except to the extent otherwise agreed in writing. Honeywell may make Software updates or upgrades available from time to time. User understands that failure to install an update or upgrade of the Software may mean loss of features or functions of the Software, including, without limitation security functions. Honeywell may offer technical support in its sole discretion or as agreed in writing, but has no obligation to furnish such services and may terminate the same at any time without notice. User is solely responsible, and Honeywell has no liability, for: (a) selection, securing, installation, configuration, access and use of Software, including verification of results obtained from Software and taking appropriate measures to prevent loss or theft of User data; (b) operating, controlling and maintaining equipment, infrastructure and connectivity required to use the Software; and (c) applying patches, bug fixes, upgrades and updates of the Software or third party materials.

8. **Intellectual Property Rights.** Except for those rights expressly granted in this EULA, Honeywell and its affiliates and licensors own and reserve all intellectual property rights in and to the Software, the Documentation and all of their derivative works, modifications and improvements. The Documentation, Software and operation and performance of the Software constitute Honeywell's confidential information.

9. **Data Rights.** User retains all ownership and other rights to data and other information that User or persons acting on User's behalf upload, transfer or make available in relation to, or which is collected from User's systems, devices or equipment by, the Software ("**Input Data**"). User 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 the 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 offerings. Honeywell may use Input Data for any other purpose provided it is in an anonymized form that does not identify User or any data subjects. Input Data is User's confidential information. All know-how and information developed by Honeywell and/or its affiliates by processing or analyzing Input Data (but excluding Input Data itself) as well as all results of the Honeywell AI, including software, models, designs, drawings, documents, inventions, and know-how, conceived or developed in connection with the EULA and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. User has no right or license to intellectual property or inventions provided by Honeywell, except as granted in this EULA. The rights granted to Honeywell with respect to Input Data shall survive termination of this EULA. User has sole responsibility for obtaining all consents and permissions (including providing notices to Authorized End 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 User's future use. User consents to any transfer of User's Input Data outside of its country of origin, except that Personal Data is subject to the DPA (as defined in the Data Privacy Section). To the extent User 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. User confirms that it has reviewed and accepts the applicable documentation and waives any right to receive data or metadata not expressly listed therein. User 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 User.

10. Know-how, Feedback. Honeywell and its affiliates and licensors own and retain all right, title and interest, including all intellectual property rights, in and to: (i) the Software and all derivative works, modifications and improvements of the Software (including the results of the Honeywell AI); and (ii) know-how and information (excluding AI Input Data and Input Data) that is developed by Honeywell or its affiliates by analyzing Input Data (including AI Input Data) or generated via, or derived from, providing or supporting the Software ("**Know-how**"). Subject to User's compliance with the terms and conditions of this EULA (including acceptable use), Honeywell hereby grants to User a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of Software Use Rights. User and Authorized End Users will not remove, modify or obscure any intellectual property-right notices on the Software.

User may voluntarily provide comments, suggestions, enhancement or modification requests, recommendations, proposals, ideas, and other feedback relating to the Software or otherwise (collectively, "**Feedback**"). User hereby assigns to Honeywell (and shall cause its employees, contractors, and agents to assign to Honeywell) all right, title, and interest in, and Honeywell is free to use, without any attribution or compensation to any party, any Feedback and intellectual property rights contained in the Feedback, for any purpose whatsoever, whether or not the Feedback was provided at Honeywell's request. Honeywell is not required to hold any Feedback in confidence, pay compensation for any Feedback, implement or use any Feedback, or respond to any Feedback.

11. AI Input Data and Outputs.

a. To the extent required by any applicable laws or regulations regarding the use of AI Systems, including but not limited to the European Union Artificial Intelligence Regulation, Regulation (EU) 2024/1689 ("**EU AI Act**") ("**Applicable AI Laws**"), and upon User's reasonable request, Honeywell will provide summaries of the data used to train the Honeywell AI.

b. User retains all rights to AI Input Data and though User has a right to use Outputs generated by the Honeywell AI, the Outputs are owned by Honeywell. User is solely responsible to ensure that all Outputs are checked and validated, that they are fit for User's purpose and that they are in compliance with Applicable AI Laws prior to their use. To the extent any Applicable AI Laws require certain disclaimers or disclosures, User agrees to comply with any such requirement in accordance with User's use of Honeywell AI. Further, due to the nature of an AI System, the Output may not be unique across users and the Honeywell AI may generate or return the same or similar Output to other customers, Honeywell or a third party. If User provides Honeywell with written notice or otherwise decides that User no longer desires to use Honeywell AI, Honeywell is not required to retain the AI Input Data or Outputs used or otherwise processed in connection with the Honeywell AI. "**AI Input Data**" refers to any Input Data applicable to the Honeywell AI, and it also includes a query, prompt, request or other information, content or material submitted to the Honeywell AI for the purpose of generating an Output. "Output" means any data, text, content, sound, videos, software code, image, material, information, communication, and other outcome, action or result generated from use of the Honeywell AI.

12. Data Privacy.

a. "**Applicable Data Privacy Laws**" means applicable data protection, privacy, breach notification, or data security laws or regulations. "**Data Controller**" means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws). "**Personal Data**" means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. "**Controlled Personal Data**" means (i) Personal Data provided by one Party to the other to manage the relationship between the Parties, and (ii) Personal Data in usage data or Input Data that is made available by User to Honeywell in relation to the use of the Software for the purposes of providing, improving, or developing Honeywell products and services.

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

13. Third-Party Software and Open Source. Certain components of the Software may incorporate open-source software ("**OSS**") or third-party software (collectively, "**Third-Party Software**"). To the extent required by the licenses covering the same, the terms of such third-party licenses ("**Third-Party Terms**") will govern solely with respect to such Third-Party Software. If there are no Third-Party Terms, User's use will be (a) subject to the same terms as the Software and (b) solely in connection with User's use of such Software. To the extent the licenses applicable to OSS (i) prohibit any restriction in this Agreement with respect to such OSS, such restriction will not apply to such OSS; and (ii) require Honeywell to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. User acknowledges receipt of notices for OSS. User is solely responsible for determining, obtaining and complying with all Third-Party Terms. All Third-Party Software is provided on an "as-is" basis, and Honeywell makes no representations or warranties, either express or implied, of any kind regarding (i) any Third-Party Software or User's use of Third-Party Software, and (ii) Third-Party Terms or User's compliance with the same.

14. Compliance.
a. User and its Affiliates will comply with all laws and regulations applicable to access and use of the Software. User acknowledges that: (a) Honeywell does not provide legal advice regarding compliance with laws and regulations related to use of the Software, and (b) the Software has functionality that could be used in ways that do not comply with laws and regulations and User is solely responsible, and Honeywell has no liability, for User's compliance with law with respect to its use of the Software. To the extent User or Authorized End Users are government entities, the Software and all associated Documentation are "commercial computer software" and related "commercial computer software documentation" and "restricted data" provided to User under "Limited Rights" and "Restricted Rights" and only as commercial end items.
b. User, individually and on behalf of its Affiliates, represents, warrants, and agrees that: (A) It is not a "Sanctioned Person," meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("**OFAC**") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("**SSI List**"), 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**"); (2) 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**"); (3) controlled or owned, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing; and/or (4) 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**"). (B) Relating to the utilization of Honeywell products, software, services, proprietary information, and technology, both Parties will

comply with all Sanctions Laws. User 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. User 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, User 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, User agrees not to remove, extract, disassemble, or otherwise disassociate any Honeywell products, technology, software, or proprietary information 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. (C) User is responsible for conducting on-going screening and monitoring and ensuring all customers and end users or other involved third parties are not Sanctioned Persons and that Honeywell products, software, technology, services, or proprietary information will not be used in, on behalf of, or for the benefit of any Sanctioned or Unauthorized Jurisdictions, including by customers or end users further down the commercial chain, as applicable. User is responsible for flowing down the obligations of this clause to all end users and/or other involved third parties, as applicable. (D) The Parties' failure to comply with this provision will be deemed a material breach of the transaction(s), contract(s), purchase order(s) and/or agreement(s) executed between the Parties, including this EULA. Each Party will notify the other Party if it violates, or reasonably believes that it will violate, any terms of this clause. The Parties may take all actions required to ensure full compliance with all Sanctions Laws without the other Party incurring any liability. For purposes of this EULA, "**Affiliate**" means any entity that controls, is controlled by, or is under common control with, another entity. An entity "controls" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

c. Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("**FCPA**") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. User agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit User to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and User will provide reasonable assistance to Honeywell to complete such audit. User's failure to comply with this provision will be deemed a material breach of this EULA. User will not submit to the Software any data subject to the Sanctions Laws.
d. Honeywell will obtain the export license when Honeywell is the exporter of record. User must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Software purchased, delivered, licensed or received from Honeywell. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.
e. User will notify Honeywell immediately in writing of actual or reasonably suspected violations of this section. Honeywell may suspend or terminate the EULA or any purchase order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without Honeywell incurring any liability.

15. **Term, Termination.** Unless otherwise agreed in a signed writing executed by the Parties' authorized representatives, this Agreement commences upon the earlier of when User's authorized representative clicks "Accept" (or similar term) or downloads/installs/accesses the Software and remains in effect until User ceases using the Software, Honeywell terminates this EULA and access to the Software, or User's Software subscription license term expires. Honeywell may terminate this EULA if (a) User breaches the terms of this EULA, (b) User's use of the Software is fraudulent or may subject Honeywell to potential liability, (c) User's access or use of the Software is not authorized, or (d) Honeywell suspends or ends operation or use of the Software. Upon termination or expiration of this EULA, the applicable purchase

order or the subscription license term, User's license to the Software and Documentation terminates immediately and User shall (a) cease use of the Software and Documentation; and (b) within 15 days of such termination or expiration date, (i) delete the Software, Documentation and associated keys from its systems (or return them, if so directed by Honeywell) and (ii) certify User's compliance with its obligations under this Section in writing to Honeywell or its authorized licensor. Termination of this EULA shall not release User from any responsibility, payment, or other liability for breach, and all such obligations shall survive termination.

16. **Automatic Deactivation Feature.** User acknowledges and agrees that the Software may contain a time-sensitive disablement feature ("**Deactivation Device**") that will automatically deactivate the Software upon the termination of this EULA. User agrees not to tamper with, disable, or attempt to bypass the Deactivation Device feature. User understands that the Deactivation Device feature is integral to the enforcement of the applicable term of the license for the Software and agrees that Honeywell shall not be liable for any loss or damage that may arise from the disablement of the Software as a result of the Deactivation Device feature.

17. **Warranty and Warranty Disclaimer.**

a. Honeywell warrants that, as of the date of delivery by Honeywell, the Software will materially operate according to Honeywell's then-current applicable Documentation. If, within 90 days of such date, User documents and notifies Honeywell in writing that the Software does not meet this warranty, then Honeywell will, at its sole option and its expense: (i) correct the defect or error in the Software; (ii) make available to User satisfactory substitute software; or (iii) if none of the foregoing is, in Honeywell's opinion, commercially reasonable, refund to User, as applicable, all payments made as license fees for such Software after User certifies in writing that it has returned or deleted all copies of the Software in its possession. The foregoing sets forth Honeywell's entire liability and User's sole and exclusive remedy for any failure of the Software to comply with the Software warranties in this Section.

b. EXCEPT AS EXPRESSLY STATED IN THIS EULA, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HONEYWELL IS NOT RESPONSIBLE OR LIABLE FOR USER'S (OR AUTHORIZED END USERS') USE OF THE SOFTWARE, OR USE OR INTERPRETATION OF ITS OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE SOFTWARE, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE. NOTWITHSTANDING THE FOREGOING, HONEYWELL MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET USER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE OR THAT ANY 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. USER ACKNOWLEDGES THAT THE SOFTWARE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN SUCH RESULTS, DATA OR INFORMATION COULD LEAD TO PERSONAL INJURY, ILLNESS, DEATH, BUSINESS INTERRUPTION OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

c. HONEYWELL DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ISSUES, PROBLEMS, LATENCY, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CONDITIONS OR EVENTS REASONABLY OUTSIDE OF HONEYWELL'S CONTROL; (B) CYBER-ATTACK; (C) PUBLIC INTERNET AND COMMUNICATIONS NETWORKS; (D) DATA, SOFTWARE, HARDWARE, SERVICES, VIRTUAL MACHINES, TELECOMMUNICATIONS, INFRASTRUCTURE OR OTHER EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES USER RETAINS; (E) USER'S AND AUTHORIZED END USERS' NEGLIGENCE OR FAILURE TO USE THE LATEST VERSION OR FOLLOW DOCUMENTATION; (F) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (G) LOSS OR CORRUPTION OF DATA; (H) UNAUTHORIZED ACCESS VIA USER'S CREDENTIALS; (I) USER'S FAILURE TO USE COMMERCIALLY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT USER'S

SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES; OR (J) ACTS OR OMISSIONS OF USER, AUTHORIZED END USERS OR OTHER THIRD PARTIES USER RETAINS, IN BREACH OF THIS EULA.

d. THE WARRANTY DISCLAIMERS IN THIS EULA APPLY TO THE HONEYWELL AI AND FEATURES, INCLUDING ALL OUTPUTS. IN ADDITION, HONEYWELL IS NOT RESPONSIBLE OR LIABLE FOR USER'S (OR USER'S AUTHORIZED END USERS') USE OF THE HONEYWELL AI, OR USE OR INTERPRETATION OF ANY RESULTS, OUTCOMES OR OUTPUTS. HONEYWELL MAKES NO WARRANTIES REGARDING THE RESULTS OBTAINED FROM USING THE HONEYWELL AI FEATURES OR THE ACCURACY OR SUITABILITY FOR USER'S NEEDS OF ANY INFORMATION (INCLUDING, BUT NOT LIMITED TO, MATERIALS, DESIGNS, WORKFLOWS/PROCESSES, WORK INSTRUCTIONS, OR OTHER DATA) OBTAINED THROUGH THE HONEYWELL AI FEATURES, OR THAT THE HONEYWELL AI AND FEATURES WILL OPERATE IN CONJUNCTION WITH ANY OTHER PARTICULAR SOFTWARE OR SAAS OR EQUIPMENT. USER UNDERSTANDS AND AGREES THAT ANY SUCH INFORMATION OBTAINED THROUGH USING THE HONEYWELL AI FEATURES IS AT USER'S SOLE RISK. USER MUST NOT RELY ON FACTUAL ASSERTIONS IN OUTPUTS WITHOUT INDEPENDENT FACT-CHECKING, AND USER MUST NOT RELY ON DESIGNS, WORKFLOWS/PROCESSES, OR WORK INSTRUCTIONS IN OUTPUTS WITHOUT INDEPENDENT REVIEW OF FUNCTIONALITY AND SUITABILITY FOR USER'S NEEDS. NO SUCH INFORMATION, SUGGESTIONS, OR OUTPUT, OBTAINED BY USER FROM THE HONEYWELL AI OR THROUGH THE HONEYWELL AI FEATURES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. FURTHER, USER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF THE HONEYWELL AI AND FEATURES. NOTWITHSTANDING THE FOREGOING, HONEYWELL MAKES NO WARRANTY THAT THE HONEYWELL AI (OR THE INFORMATION OR OUTPUT PROVIDED BY THE HONEYWELL AI) WILL MEET USER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE ACCURATE, COMPLETE OR ERROR FREE OR GENERATE ANY SPECIFIC OUTCOMES OR RESULTS.

18. Cybersecurity. With respect to any cybersecurity-related services, software, SaaS or related hardware ("**Cybersecurity Services**"), Honeywell may provide professional judgment, technical expertise, and advice regarding User's 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**"). User agrees and understands that Honeywell cannot and does not, and that by working with Honeywell or using the Software, User may not prevent Events (either actual or attempted). User agrees and expressly acknowledges that User 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 User'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 User's enterprise. Honeywell shall have no liability in connection with any Event unless the Event was caused by defective Software provided by Honeywell, in which case Honeywell's sole liability and User's exclusive remedy in respect of an Event is the remedy set forth in the Warranty and Warranty Disclaimer Section of this EULA.

19. Indemnification. User will, at User's expense and at Honeywell's option, defend and indemnify Honeywell and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by Honeywell, arising out of any claim brought against Honeywell by a third party: (a) alleging that User, its affiliates, or any of its or their employees, agents or subcontractors, infringes such third party's copyright, patent, trademark or trade secret rights including in providing any Input Data (including AI Input Data); (b) arising out of or relating to access or use of, or inability to access or use, the Software by User or its affiliates or any of its or their respective employees, agents and subcontractors; (c) User's use of the Honeywell AI for any High Risk Use or Unacceptable Risk Use; (d) User's failure to comply with this EULA, or (e) arising out of third-party claims related to Honeywell's possession, processing or use of Input Data in accordance with this EULA.

20. Limitation of Liability.

a. IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS EULA, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF HONEYWELL HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL).

b. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY USER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY USER ON HONEYWELL SOFTWARE LICENSED HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE SOFTWARE.

c. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS EULA, THE PARTIES' RELATIONSHIP, THE LICENSING OF SOFTWARE, AND ANY PROVISION OF SERVICES TO USER, SHALL NOT EXCEED THE LESSER OF (I) THE AGGREGATE PURCHASE PRICE PAID BY USER TO HONEYWELL FOR THE SOFTWARE GIVING RISE TO THE CLAIM AND (II) $50,000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.

d. USER 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.

e. 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 Software 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.

21. Consent to Electronic Communications and Solicitation. User authorizes Honeywell to send (including via email) information regarding the Software, such as: (a) notices about User's use of the Software, including notices of violations of use; (b) updates to the Software and new features or products; and (c) promotional information and materials regarding Honeywell's products and services.

22. Governing Law and Forum.

a. This EULA is governed by the laws of the state of New York, United States of America, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. The parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the Federal and State courts within New York State for resolution of disputes; however, Honeywell may seek an injunction or enforce a judgment against User in any jurisdiction.

b. 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 EULA.

23. Third Party Platforms.

If User accesses and uses the Software via a cloud-based platform (e.g., Microsoft Azure Cloud, AWS Cloud, or other cloud environment) (a "**Third-Party Platform**"), this EULA is solely between Honeywell and User, and any Third-Party Platform that provides access to the Software may have separate terms and conditions which User may be required to accept in order to access and use the Software. To the maximum extent permitted by applicable law, Honeywell will have no warranty, support, or other obligations whatsoever with respect to any Third-Party Platform, other than to confirm whether User should be

provided with access to the Software via such Third-Party Platform. User further acknowledges and agrees that Honeywell will have no liability whatsoever with respect to any Third-Party Platform.

24. **Miscellaneous.** This EULA and the rights granted herein are not assignable or transferable by User. Honeywell may assign or transfer this EULA or any rights in it with or without notice to User. This EULA, together with any applicable purchase order or other written agreement signed by the Parties regarding the Software, sets forth the entire agreement regarding User's use of the Software, superseding all prior or contemporaneous written and verbal agreements or proposals, and cannot be modified except by the written agreement of both Parties. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. The Parties are independent contractors of the other. If required by Honeywell's written contract with such parties, certain of its licensors may be third party beneficiaries of this EULA. The terms which by their nature are intended to survive beyond the termination or expiration of this EULA shall survive, including the Audit, Intellectual Property Rights, Data Rights, Know-how, Feedback, Compliance, Term, Termination, Warranty and Warranty Disclaimer, Indemnification, Limitation of Liability, and Governing Law and Forum Sections. The controlling version of this EULA is this English language version regardless of any translation. The word "including" is exemplary meaning "including without limitation" or "including, but not limited to." The words "shall," "will," and "must" are obligatory while "may" is permissive, giving a right, but not obligation. If any provision of this EULA is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this EULA will continue in full force and effect.