



## **HONEYWELL ACADEMY TERMS AND CONDITIONS**

### **1 TRAINING POLICY AND PROCEDURES**

#### **1.1 General**

The training and training materials are made available to Customers only under the terms and conditions of this agreement (Agreement). "Customer" is a party who has purchased Honeywell Process Solutions Products/Software for the Products/Software intended use, or a party who, in Honeywell's discretion, is determined to be a Customer. Classes are intended ONLY for employees of the Customer unless a separate written agreement between Honeywell and Customer is in effect.

Any location other than a Honeywell Training Center used for delivering training will be considered a Customer site. The number of Customers permitted to attend a class conducted at a Customer site will be stipulated in a formal proposal. Each extra Customer who attends the formal proposed class will be charged an additional course delivery fee.

Honeywell training materials, including materials in documentary or electronic format and audio/visual materials ("Training Materials") must be used solely for their stated purpose. Training Materials are copyrighted and shall not be reproduced or copied, in whole or in part, without Honeywell prior written authorization. Copying, duplicating, or otherwise distributing the Training Materials is a violation of law. No photography, videotaping, filming, or audio recording by Customer is permitted during any training sessions performed under this Agreement.

#### **1.2 Enrollment**

Customer's training enrollment request via web, email, or phone to Honeywell will be placed in PENDING status. Enrollment status is changed from PENDING to ENROLLED upon receipt of recognized payment instrument such as purchase order, credit card, Honeywell Solution Enhancement Support Program (SESP) Training Match Fund, etc.

Honeywell's cancellation policy applies to all enrollments, including PENDING enrollments.

By receiving the tuition from the Customer, the Customer and its employees attending the training course agree to be bound with the Terms & Conditions as mentioned herein.

#### **1.3 Payment for Honeywell Academy Training Courses**

Tuition may be paid by credit card, purchase order and/or Honeywell Solution Enhancement Support Program (SESP) Training Match. Should an invoice be provided for payment by Honeywell, the Customer agrees to make payment as per the payment terms.

1.3.1 Customer will be invoiced for any actual expenses incurred by Honeywell, including without limitation expenses for shipping and handling of Honeywell training equipment and travel and living of Honeywell instructor at the completion of training.

1.3.2 Customer site cancellation, postponement or rescheduling of training fees will be stated in all formal training proposals and based on individual country guidelines.

### **2 CANCELLATION**

#### **2.1 Classes delivered at Honeywell Academy and/or via e-Learning**

Cancellation, postponement or rescheduling of any class must be arranged **at least twenty (20) business days prior to the start of the class to avoid a late cancellation fee.** Customer tuition payment will be applied to Customer's rescheduled training. Customer will be invoiced a cancellation/postponement/rescheduling fee if notification to cancel or reschedule is received less than twenty (20) business days prior to the start of class. The notifications received less than 20 working days prior to the course start date are subject to a late cancellation fee amounting to 50% of



the course fee per employee. If Customer fails to attend the class without canceling, the Customer will be invoiced the 100% of tuition amount and no refund will be granted. Notification of cancellation must be communicated to and confirmed by local Honeywell Academy for the chosen course.

## 2.2 Classes delivered at Customer Site

Cancellation, postponement, or rescheduling of training must be arranged **at least thirty (30) business days prior to the start of a class to avoid a late cancellation/postponement/rescheduling fee.**

Customer will be invoiced a cancellation, postponement or rescheduling of training fee if notification is received less than thirty (30) business days prior to the start of class. Customer may also be invoiced for any actual expenses incurred by Honeywell, including without limitation expenses for shipment of equipment, Training Materials and Customer-special databases. Customer site cancellation, postponement or rescheduling of training fees will be stated in all formal training proposals.

## 2.3 Customer Refund

Tuition for custom coursework developed by Honeywell Academy to Customer specifications is non-refundable.

## 2.4 Honeywell Cancellation

Honeywell reserves the right to cancel or reschedule any class up to ten (10) business days prior to the scheduled start date. Tuition payments received may be applied as tuition for other classes or refunded at Customer option.

## 2.5 Name Change

If registered customer is unable to attend training course for any reason, a replacement can be nominated. The nominee must meet the course pre-requisite criteria and enroll up to five (5) business days prior to the course scheduled start date.

## 3 HOTELS AND AUTOMOBILE RENTALS

Customer is responsible for making all travel arrangements for his/her class. As class schedules may change, the purchase of non-refundable tickets is not recommended. Honeywell shall not be liable for any costs associated herein where there is a change to the schedule, caused by either Honeywell or the Customer.

## 4 CUSTOMER TRAINING PROGRAM

### 4.1 E-Learning

E-Learning courses are given a specific amount of time from the scheduled start date. Honeywell Academy will not grant access extension beyond the permitted time frame.

### 4.2 Training Materials

Training Materials supplied by Honeywell in documentary, electronic and/or audio/visual format for use in Customer-developed training programs will be prepared in a professional manner and consistent with Training Materials used in Honeywell's training centers. Honeywell is not responsible for the suitability of the Training Materials for Customer particular purpose. All intellectual property rights in Training Materials supplied by Honeywell, and any modifications or improvements, are owned solely by Honeywell unless designated as otherwise by Honeywell. Honeywell does not grant Customer the right to modify, copy, or distribute the Training Materials for any reason. The Training Materials may only be used by the individual that attended the Honeywell course. The Training Materials may only be used in conjunction with a Honeywell system at the company that paid for the class. Only Honeywell may use the Training Materials for training purposes.

## 5 CONFIDENTIAL INFORMATION

All Confidential Information disclosed to Customer by Honeywell shall remain the property of Honeywell and shall be kept confidential by Customer. "Confidential Information" means any information, technical data or know-how in whatever form, written or machine-readable information or interpreted information (or oral information reduced to writing that Honeywell considers proprietary or confidential), including, but not limited to Computer Based Training Products and Training Materials, that is clearly identified as being confidential, proprietary or a trade secret; (b) business related information including but not limited to pricing or marketing; (c) the terms and conditions of this Agreement, and (d) Personal Data. These confidentiality obligations shall not apply to information which is (i) publicly known at the time of disclosure or becomes publicly known through no fault of Customer, (ii) known to Customer at the time of disclosure through no wrongful act of Customer, (iii) received by Customer from a third party without restrictions similar to those in this section, or (iv) independently developed by Customer. Customer may not transfer or disclose Confidential Information or assign its rights or obligations under this section without the prior written consent of Honeywell. All other transfers or assignments shall be null and void. This section will survive termination or expiration of this Agreement.

## 6 OWNERSHIP OF TRAINING PRODUCTS/SOFTWARE

Honeywell may, at its discretion, provide Customer certain Honeywell Products/Software to be used in conjunction with training classes conducted at Customer site by Honeywell or Customer. Honeywell shall at all times retain title to the Products/Software and does not grant any license of Products/Software to Customer. Customer use of provided Products/Software is limited to use in conjunction with training under this Agreement. Customer must immediately return any Products/Software provided for training upon request of Honeywell. Customer assumes the risk of loss while the Products/Software are in Customer possession. Customer must reimburse Honeywell for all reasonable expenses to bring Products/Software to the same condition as originally received by Customer or replace the Products/Software at current list prices, at Honeywell option.

## 7 SOFTWARE LICENSE

These software license terms apply only if Customer is not covered under an existing agreement or purchase order containing or incorporating a software license.

### 7.1 License

Subject to these terms and conditions, Honeywell grants to Customer a nonexclusive license to use software and related documentation provided to Customer (collectively "Licensed Software") solely for internal use by Customer for the purpose of participating in the training ("Licensed Use"). Customer may not directly or indirectly make any effort to deconstruct Licensed Software, including without limitation, translating, decompiling, disassembling, reverse engineering, attempt to derive the source code of Software or performing any other operation on Licensed Software to recover any portion of its contents or allow any third party to do so. Honeywell and its third-party suppliers retain sole ownership of the Licensed Software.

### 7.2 Rights and Restriction of Use

Customer shall further to 7.1, not (a) permit any third parties to use the Software; (b) copy, 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 in any manner the Software or any license rights; (c) create derivative or merged works of the Software 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 regarding the Software; and (f) alter or remove any proprietary rights notices or legends on or in the Software; (g) use Honeywell trademarks, service mark, logos or other indicia of source; (h) if the training is to be done at the Customer site, use the Software in hazardous environments requiring fail-safe



performance where the failure of the Software could lead directly or indirectly to death, personal injury, or severe property or environmental damage, including, without limitation, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems.

Customer acknowledges there are measures in the Software designed to prevent unlicensed or illegal use of the Software. Customer must not: (a) disclose keys required to use the Software to any third party, (b) circumvent any license management, security devices, access logs, or other Software protection measures, or (c) modify, tamper with, reverse engineer, reverse compile or disassemble keys. Upon use of a new Software key, Customer will not use the old key.

### 7.3 Modifications

Customer may not modify Licensed Software, except as authorized by Honeywell in writing.

### 7.4 Term and Termination of License

The license under this Agreement is effective on the date Honeywell delivers Licensed Software to Customer. Honeywell may terminate this license at Honeywell's convenience, without cause, or if Customer defaults in any manner under these terms and conditions, and does not remedy such default within ten (10) days after receiving written notice from Honeywell. Honeywell may terminate this license immediately if Customer is in bankruptcy, insolvency, dissolution, or receivership proceedings. Upon termination (i) Honeywell may repossess Licensed Software, Archival Copies and any other copies without further notice, (ii) Customer must immediately stop all use of Licensed Software and Archival Copies and (iii) Customer must return, destroy or delete from its system, as directed by Honeywell, all Licensed Software and Archival Copies.

### 7.5 Confidentiality

Licensed Software must be kept confidential by Customer in perpetuity.

## 8 LIMITATION OF LIABILITY

In no event shall Honeywell be liable for incidental, indirect, special, or consequential damages, including with respect to certifications or customer failure to achieve certification, if any, even if Honeywell has been advised of the possibility of these damages. The aggregate total liability of Honeywell may not exceed the price paid by customer under the purchase order or this agreement.

## 9 DATA PRIVACY

"Personal Data" means the definition in the EU General Data Protection Legislation (GDPR) (Regulation (EU) 2016/679) regardless of the applicable privacy laws or as that term (or similar variants) may otherwise be defined in any privacy law applicable to this Agreement.

Customer acknowledges and agrees that Honeywell collects Personal Data about each Customer and their employees in order to participate in the training and certification programs. Customer also agrees that the Honeywell certifications and training program activities earned will be tracked and associated with the Personal Data. Customer grants Honeywell the right to use the name, biographical information, contact information, Honeywell certification names and status, in whole or in part, in connection with your participation in training programs. Customer acknowledges that others, will not have access to this information, including certification status, and Customer agrees that Honeywell will not publish or disclose such information. Honeywell shall promptly notify the Customer after discovery of any Security Breach; and Where it is determined a Security Breach has occurred, Honeywell shall notify the Customer without undue delay and as relevant information becomes available to assist Customer in meeting its potential reporting or notice obligations under applicable law.

## 10 NO CERTIFICATION WARRANTIES

Honeywell does not guarantee customer satisfaction with the program or customer results in exams or certifications. Honeywell and its affiliates and subsidiaries make no warranties regarding the program or certifications and hereby disclaims all warranties that might otherwise be implied by law.

## 11. COMPLIANCE WITH LAWS

Customer must comply with all local laws and regulations applicable to the installation, use, import or export of Training Materials; Products/Software and Confidential Information delivered under this Agreement. Customer must not transfer, directly or indirectly, Training Materials, Licensed Software, Products/Software or Confidential Information licensed or delivered under this Agreement, or any Product (or part thereof), process or service which is a direct product to (i) any nation, or its nationals, listed in the United States Export Administration Regulations, 15 C.F.R. Parts 730-799 (including all amendments), without the prior written authorization of the U.S. Office of Export Licensing, or (ii) any party not entitled to the Training Materials, Licensed Software, Products/Software or Confidential Information under this Agreement, without the prior written consent of Honeywell. This section shall survive the completion, early termination, cancellation, or expiration of this Agreement.

## 12 HAZARD-FREE ENVIRONMENTS

Customer must provide a hazard-free environment for training at Customer site. Damage due to hazardous environmental conditions will be responsibility of Customer. Hazardous environmental conditions include without limitation, presence of hazardous substances, mold, asbestos, lead mercury, corrosive atmospheres, electrical spikes or noise or severe ambient temperature changes at Customer site.

## 13 FORCE MAJEURE

Honeywell will not be liable to the Customer to provide the Training or Training Material due to any Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party's ability to perform under this Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines pandemics, epidemics or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labor strikes or lockouts, and (g) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property). If a force majeure event occurs, then Honeywell shall be entitled to cancel the Training or delay another date. Tuition payments received may be applied as tuition for other classes or refunded at Customer option.

Notwithstanding any language to the contrary in the Terms and Conditions referenced herein, training may be affected by (a) measures implemented by municipal, provincial, and federal authorities across the world restricting travel, instituting localized quarantines, or requiring companies to interrupt operations to contain the spread of any current or future pandemic or (b) measures implemented by governments, recognized health authorities or private entities to adhere to recommendations from authorities to contain the spread of any current or future pandemic. Honeywell will use reasonable endeavors, in accordance with laws and recommendations from recognized health or other authorities, to minimize any such disruptions due to these types of events. The quoted training course dates may be adjusted by Honeywell accordingly, and Honeywell will not be liable for damages, for any delays caused by these types of events. For the avoidance of doubt, the provisions of the Force Majeure clause will be effective even through the circumstance or contingency giving rise to inability of performance will have been operative on the date hereof.

## 14 GENERAL

Any change to or waiver under this Agreement must be in writing; waiver in one case shall not be waiver in a subsequent case. No rights are granted except as expressly granted in this Agreement. The law governing this Agreement shall be the law of the country where the Honeywell Academy providing such training, is situated, and all related disputes, without regard to any conflicts of law provisions. Any obligations of Customer outstanding at termination of this Agreement survive termination. Notwithstanding anything to the contrary in other documents or agreements integrated with this Agreement, this Agreement shall govern with respect to all Training Materials, Confidential Information and Products/Software delivered under this Agreement. These terms and conditions contain the entire Agreement between the parties as to the subject matter and supersede any prior representations or Agreements, oral or written, and all other communications between the parties relating to the subject matter.

**The terms and condition of this Agreement are applicable to any training or material provided, in addition to the Honeywell Process Solutions Sales Terms and Conditions, which can be made available on request.**