

## GENERAL TERMS

- 1. Agreement.** The specific software, software-as-a-service, hardware and/or services for which you have contracted (the "**Offering**") will be identified in a print or electronic document identified as "proposal", "order", "agreement" or similar name (the "**Order Form**"). Order Forms identify each transaction's contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements or policies and references to Order Forms includes such documents. The Order Form, together with these General Terms ("**GTCs**") form a single contract (the "**Agreement**").
- 2. Parties.** "**Honeywell**", "**we**", "**us**" or "**our**" means \$primary\_internal\_party or Affiliate(s) who execute or assent to the Order Form. "**You**" or "**your**" means collectively the other entities executing or assenting to the Order Form. "**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.
- 3. Fees.** Fees are invoiced in advance with invoices payable within 30 days of invoice date unless set out in the Order Form. Payments are in USD (unless agreed by us in writing) and must be made in accordance with the "Remit To" field on each invoice. Disputes as to invoices must be accompanied by detailed supporting information and if not raised within 15 days of invoice receipt are deemed waived. We reserve the right to correct any inaccurate invoices which must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Your obligation to pay is not contingent on our performance under different agreements or your receipt of payment from other parties and you may not set off any invoiced amounts against any amount due from us. Fees do not include applicable taxes all of which are your responsibility and payable by you (excluding taxes on our income). We may invoice sales and related taxes (e.g. VAT) unless you provide a valid exemption certificate in advance. For material breach or late payment we may, without prejudice to any other legal or equitable remedies, suspend performance and charge late fees up to 1.5% and collection costs including reasonable attorneys' fees. We may take remedial action or impose additional credit obligations if there is an adverse change in your creditworthiness. We are not liable for increased costs caused by you or your service providers and may reasonably adjust fees to reflect any such costs.
- 4. Term.** The Agreement commences on the effective date of, and continues for the duration in, the Order Form unless terminated earlier (the "**Term**"). The non-breaching party may terminate if the other party materially breaches and fails to cure within 30 days of written notice. We may terminate upon written notice if you are insolvent, attempt to obtain protection from creditors or wind down operations. Upon termination or expiry: (a) you must pay amounts due; and (b) if requested, return or destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes. The GTCs and those portions of the Agreement that by their nature should survive, survive termination or expiration.
- 5. Confidentiality.** All non-public, confidential or proprietary information disclosed by a party to the other party in performance of this Agreement ("**Confidential Information**") shall be protected using the same degree of care, but no less than reasonable care, as the recipient uses to protect its own Confidential Information and shall not, without the written consent of the disclosing party, be used or disclosed except for the purpose of this Agreement and only by the receiving party's affiliates, employees and service providers who are bound to substantially similar obligations of confidentiality and have a need to know. Each Party will be responsible for any breaches of the confidentiality obligations by its affiliates, employees or service providers. Receiving party will keep Confidential Information confidential for 5 years from disclosure. Except as set out in this Agreement, information will not be Confidential Information unless (a) marked "CONFIDENTIAL" or similar at disclosure; (b) disclosed orally or visually but identified as confidential at disclosure and designated as confidential in writing in 30 days of disclosure summarizing the Confidential Information sufficiently for identification, or (c) should reasonably be understood to be confidential given the nature of the information as sensitive and non-public. Confidential Information excludes information that: (a) was already known to recipient without restriction; (b) is publicly available through no fault of recipient; (c) is rightfully received by recipient from a third party without a duty of confidentiality; or (d) is independently developed. A party may disclose Confidential Information when compelled to do so by law if it provides prior notice to the other party and reasonable opportunity to contest or limit disclosure, unless a court orders that the other party not be given notice. The Agreement contents and the internal operation and performance of the Offering are our Confidential Information.
- 6. Privacy.** Data about you, users and/or your or their employees, customers, contractors or Affiliates that is recognized under applicable law as "personal data" or equivalent terms ("**Personal Data**") may be processed in relation to the Agreement, including: (i) data subjects - employees of you and your customers, contractors or Affiliates; and (ii) data categories - name, contact information (e.g. addresses, emails and telephone), IP address, location, images, video and system, facility, device or equipment usage data. If the applicable laws of a jurisdiction recognize the roles of "controller" and "processor" as applied to Personal Data then, as between you and us, you act as controller and we act as processor and shall process Personal Data on behalf of and in accordance with your documented instructions, the Agreement and applicable laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the Offering and/or related services and perform rights and obligations under the Agreement. You authorize us to share Personal Data with sub-processors located in any jurisdiction, provided we use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing of Personal Data. We

have no liability arising from processing of Personal Data in compliance with the Agreement. You will, at your cost and expense, defend, indemnify and hold harmless us and our Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including attorneys' fees), arising out of claims by third parties related to our possession, processing or use of Personal Data in accordance with the Agreement. We shall refer data subject requests to you and provide reasonable assistance to enable you to: (a) comply with requests; (b) enable security; (c) respond to complaints or inquiries or conduct any impact assessments; and (d) verify compliance with our obligations in this Clause (including participating in Personal Data audits), provided you reimburse all reasonably incurred costs. Upon termination we shall delete or anonymize all Personal Data, except if required or permitted by applicable law for compliance, audit or security purposes. If we believe any instruction will violate applicable privacy laws, or if applicable law requires us to process Personal Data relating to data subjects in the European Economic Area ("EEA") in a way that is not in compliance with your or users documented instructions we shall notify you in writing, unless the law prohibits such notification on important grounds of public interest. We shall upon request make available the identity of sub-processors and notify intended addition or replacement and you have 5 business days to object. If you object, we may terminate without penalty on written notice. We shall ensure personnel processing Personal Data of data subjects have committed to confidentiality in relation to such processing. Where transfers of Personal Data require: (y) you authorize us and our Affiliates to act as agent for the limited purpose of binding you as principal, in the capacity of "data exporter", to a Honeywell inter group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission ("SCC"); and (z) the parties agree that the SCCs ([https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en) or more recent website) shall be deemed to have been signed by you or your Affiliates, in the capacity of "data exporter", and by us or our Affiliates, in the capacity of "data importer".

**7. Limitation.** EXCEPT IF STATED OTHERWISE IN THE AGREEMENT OR FOR FEES PAYABLE, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES. EXCEPT IF STATED OTHERWISE IN THE AGREEMENT, FOR FEES PAYABLE OR EXCLUSIONS, EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID UNDER THE AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM; OR (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE SHALL BE AGGREGATED AND MULTIPLE CLAIMS SHALL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. The following are "Exclusions": (i) claims resulting from either party's fraudulent or willful misconduct; (ii) a party's breach of confidentiality obligations (except in relation to Personal Data for which the cap applies); (iii) a party's indemnity obligations under Section 6 (Privacy) or Section 8 (IP Indemnification); and (iv) infringement, misappropriation or violation by a party, its Affiliates or users of the other party's or its Affiliates' intellectual property rights. All claims and causes of action must be brought within the earlier of six months of being discovered or one year after end of the Agreement. Nothing precludes a party from seeking declaratory, injunctive or other equitable relief from a court of competent jurisdiction. THE LIMITATIONS AND EXCLUSIONS APPLY TO ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN RELATION TO THE AGREEMENT REGARDLESS OF FORM.

**8. IP Indemnification.** We will, at our cost and expense, defend, indemnify and hold harmless you and your Affiliates and sub-contractors, from and against all losses, awards and damages (excluding attorneys' fees), solely to the extent arising out of claims by third parties that your use of the Offering as provided by us and in accordance with the terms governing such Offering, infringed, violated or misappropriated their valid intellectual property rights; provided that, with respect to patents, our obligation is limited to U.S. patents issued before the Agreement becomes effective. We have no indemnification obligations to the extent a claim arises from: (a) data you provide; (b) your use of the outputs of the Offering or unauthorized use; (c) combining the Offering with goods, technology or services not supplied by us; (d) modifications by anyone other than us; or (e) compromise or settlement made by you without our written consent. If the Offering is held, or we believe it may be, infringing, we may undertake at least one of the following with respect to the allegedly infringing materials at our option: (i) procure a license to allow your use; (ii) modify them to make them non-infringing; or (iii) procure a license to a reasonable substitute product. If we cannot do one these after a reasonable period, we may terminate the Agreement by notice and refund a pro-rata portion of pre-paid fees received during the applicable period without any further liability. This clause sets out your sole and exclusive remedies for claims the Offering infringes, violates or misappropriates third party intellectual property rights. Our obligations under this Section are contingent upon you notifying us in writing of a claim or other event requiring defense or indemnification promptly upon becoming aware thereof. We shall have the sole right to control the defense and/or settlement of each claim and you shall provide all reasonable assistance.

**9. Compliance:** You must comply with all laws and regulations applicable to your use of Offering including data privacy or localization, anti-bribery and export control laws (i.e. export to embargoed, prohibited or restricted countries or access by prohibited, denied or designated persons) and your rights to use the Offering is subject to such compliance. For purposes of FARs, DFARs and access by governmental authorities, the Offering is "commercial computer software", "commercial computer software documentation" and "restricted data" provided to you under "Limited Rights" and "Restricted Rights" and only as commercial end items.

**10. Channel Partners.** We may appoint parties to resell or support Offerings, and/or distribute, integrate or bundle them with devices, systems or equipment ("**Channel Partners**"). Channel Partners are independent entities who unilaterally set pricing and related terms which may include "first line" support and we are not responsible for their acts, omissions, statements or warranties. Channel Partners accessing an Offering on your behalf are your users. We are not responsible for acts or omissions of third parties you retain. If we end our relationship with a Channel Partner through whom you purchased or operate the Offering, you may designate a successor by provision of written notice to us within 10 business days of becoming aware they are no longer our Channel Partner. If we do not receive such notice from you, we may transfer you to a party we select. If the predecessor had been paying fees on your behalf and fails to pay us, you are responsible for payment until transition to the successor is complete.

**11. Law, Dispute.** The Agreement and any dispute, controversy, difference or claim arising out of or relating to it ("Dispute") will be: (a) governed by the substantive laws of the jurisdiction listed below and determined by the legal domicile of the contracting entities identified in the Order Form without regard to conflicts of laws principles, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto); and (b) resolved under the procedural rules in the forums so indicated (i) North, Central, South America. if the Honeywell contracting party is formed in any country in North, Central or South America (including United States, Canada, Mexico, Brazil etc.), the laws of the State of New York, USA will govern and the federal or state courts in New York, New York, USA will have exclusive jurisdiction of any Dispute; (ii) China Bilateral. if both contracting parties are formed in The People's Republic of China (excluding Taiwan, Hong Kong and Macau), the laws of The People's Republic of China will govern and any Dispute shall be submitted to China International Economic Trade Arbitration Commission ("**CIETAC**") Shanghai Sub-Commission for final and binding arbitration under CIETAC's arbitration rules in effect at the time of applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected by the Chairman of CIETAC; (iii) China Unilateral. if the Honeywell contracting party is formed in The People's Republic of China and your contracting party is formed elsewhere, then the laws of England and Wales will govern and any Dispute shall be referred to and finally resolved by arbitration, held in Singapore, administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of SIAC then being in force, with the tribunal consisting of 3 arbitrators and the parties each making their arbitrator selections within 30 days of the arbitration request date; (iv) AsiaPac. if the Honeywell contracting entity is formed in Korea, Hong Kong, Malaysia, Singapore, Indonesia, Vietnam, Australia, or New Zealand, the laws of the country in which the Honeywell entity is formed will govern and disputes will be resolved by final and binding arbitration in accordance with the rules of arbitration, noted below with the place of arbitration selected by Honeywell: (a) Singapore, Indonesia, Vietnam, Australia, New Zealand, - in accordance with the arbitration rules of the Singapore International Arbitration Center; (b) Korea - Disputes shall be settled in accordance with the International Arbitration Rules of the Korean Commercial Arbitration Board, with the tribunal consisting of 3 arbitrators; (c) Hong Kong - Disputes shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKCIAC**") under the HKCIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted, with the arbitration panel consisting of 3 arbitrators; (d) Malaysia - in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Arbitration Centre, and (d) Taiwan - in accordance with the arbitration rules of the local Arbitration Act; or (v) Unlisted. if the Honeywell contracting entity is formed in any other country, the laws of England and Wales will govern and disputes will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the International Chamber of Commerce, with London, England as the place of arbitration. The language of all arbitrations under any subsection of this Clause will be English. Judgment upon any award rendered by the arbitrators identified may be entered in any court having jurisdiction. Such award will be payable in the currency of the Agreement. Until the award is entered, either party may apply to the arbitrators for injunctive relief and/or seek from any court having jurisdiction, interim or provisional relief if necessary to protect the rights or property.

**12. Miscellaneous.** We may assign or transfer the Agreement on written notice. During the term and 24 months after, we or our designee can, during normal business hours upon reasonable notice, access, inspect and audit, your compliance with the Agreement and you will furnish such information and access to personnel as we may reasonably request. You may not assign or transfer the Agreement without our prior written consent. Notices must be sent by reputable overnight courier to a party's address specified in the Order Form and deemed given three business days after sending. Failures in performance beyond a party's reasonable control are excused (except failure to pay). 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 and waivers must be in writing. The parties are independent contractors of the other. The controlling version of these GTCs is this English language version regardless translation. Each Agreement is the entire agreement with respect to the Offering identified, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by written agreement. Conflicts among the Agreement will be resolved by giving precedence as follows: (a) any attachment that states its precedence is before other terms of the Agreement for its subject matter; (b) GTCs; and (c) Order Form. Customer purchase orders are identified only to authorize payment and any terms or conditions in any customer purchase order are not a part of the Agreement or controlling.