

HARDWARE TERMS

- 1. Agreement.** The hardware for which you have contracted and purchases or subscribed (the "**Hardware**") 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 Form includes such documents. The Order Form together with these hardware terms (the "**Hardware Terms**") form a single contract (the "**Agreement**").
- 2. Parties.** "**Honeywell**", "**we**", "**us**" or "**our**" means Honeywell International Inc. 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. Delivery.** The Order Form and purchase orders ("**POs**") specify the delivery schedule and the location of delivery. Hardware delivery terms are EXWORKS (Incoterms 2010) our designated facility, except we are responsible for obtaining export licenses. Delivery dates are estimates. Risk of loss or damage passes to you on delivery. We shall invoice you for all shipping, handling, customs, insurance, and similar charges incurred by us in shipping the Hardware to you. We reserve the right to ship the Hardware to you freight collect. You must promptly notify us if any of the Hardware is not satisfactory and comply with our instructions regarding any unsatisfactory Hardware. If we have not received any notice to the contrary within 7 days after delivery, you are deemed to accept Hardware as being satisfactory. You may not cancel or defer delivery of the Hardware after we have accepted the Order Form or a PO without our written approval, which may be subject to your payment of cancellation and other charges.
- 4. Fees, Sale, Subscription.** Fees are set out in the Order Form and/or PO. We reserve the right to change prices for Hardware at any time (other than for accepted orders) and to correct accidental pricing errors. For Hardware you purchase you obtain title upon later of delivery and full payment. For Hardware provided on subscription basis: (i) we retain title and you have no right or interest, except as expressly provided in writing, and possess it subject and subordinate to our rights; (ii) you will keep Hardware free and clear from any liens or encumbrances; (iii) you shall give immediate notice of any attachment or process affecting Hardware or title; (iv) you are liable for the costs of repair or replacement of Hardware if damaged or lost due to theft, negligence, intentional acts or other causes within your, your employees or service providers reasonable control; (v) we grant, subject to the terms of the Agreement, a non-exclusive, non-transferable, non-sublicensable, worldwide (subject to export restrictions) license to you to use Hardware for the term. We reserve the right to make changes in design of Hardware without obligation to make equivalent changes to Hardware that has previously been supplied. You shall return (or at our option, destroy) Hardware to which we have title within 20 days of the end of the Agreement.
- 5. Embedded Software.** We grant to you a limited, worldwide (subject to export restrictions), non-exclusive, non-transferable, revocable, license to software incorporated within the Hardware ("**Embedded Software**") solely for use with Hardware. We and our affiliates and licensors and suppliers own all intellectual property rights in the Embedded Software, and reserve all rights not expressly granted to you in the Hardware Terms. We may automatically check your version of Embedded Software, device security control settings, and network accessibility and automatically send updates in order to maintain compatibility with our offerings, provide the latest security updates, and enhancements.
- 6. Acceptable use.** You may use Hardware in a commercially reasonable manner in accordance with the written instructions provided with it or by us, as updated by us or the Hardware manufacturer from time to time. You are expressly prohibited from doing any of the following to Hardware, or using it for purposes of, or in connection with: (a) distribution in any manner not authorized by us; (b) modifying or tampering with it or Embedded Software; (c) utilizing in a manner that competes directly or indirectly with the us; (d) provide maintenance or consulting services related to it; and (e) interfering with the proper functioning of it. Any unauthorized use of the Hardware may result in termination or suspension rights to use the Hardware and/or the Agreement. Hardware are not goods for use primarily for personal, family or household purposes, or consumer goods. You must not use Hardware in any way that would reasonably be expected to cause liability or harm to us or third parties. Honeywell and our Affiliates may use anonymized system and operational data collected from Hardware to provide, protect, improve or develop our products or services.
- 7. Warranty.** We warrant Hardware will comply with our applicable specifications and be free from material defects in workmanship and material for 12 months from delivery for Hardware your purchase, or the period of the subscription for Hardware you subscribe for (the "**Hardware Warranty**"). The Hardware Warranty does not cover any Hardware that is (a) improperly installed or used; (b) damaged by accident or negligence, including failure to follow the proper maintenance; (c) damaged as a result of (i) modification or alteration by you or any other party, or (ii) operation under conditions beyond the specified operating parameters set out in the applicable published specifications, (iii) use in violation of the Agreement; or (v) repair or service of the product by anyone other than us or our authorized representatives. The Hardware Warranty is non-transferable. If Hardware fails, you must contact us to request a Return Materials Authorization to obtain a replacement. Failed Hardware must be returned at your expense in the box in which your replacement Hardware is shipped within 20 business days of receipt of the replacement using the freight label included. If the Hardware is not in compliance with the Hardware Warranty, shipping of the repaired or replaced product will be at our expense. You will be charged for any failed Hardware not so returned or for returned Hardware not covered by the Hardware Warranty. Replacement is your sole and exclusive remedy for Hardware failures.