

## SOFTWARE LICENSE

- 1. Agreement.** The specific software for which you have contracted and licensed (the “**Software**”) 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 this software license (the “**Software License**”) 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. License:** Subject to your payment of the fees set out in the Order Form, and strict compliance with the terms of this Agreement, we grant you a restricted, personal, limited, nontransferable, nonexclusive license, without right of sublicense, to use the Software, including any updates, upgrades, error corrections, changes or revisions to the same provided by Honeywell, and the related documentation for such Software (the “**Documentation**”), in each case solely for your internal business purposes and solely by the number of authorized users and in accordance with any limitation on scope or use in the Order Form (the “**Use Rights**”). You may not use or allow use of the Software for processing data of any person or entity other than you or your Affiliates except as agreed by us in writing. The Software license granted is effective on the date you first download, install or use the Software, and continues for the duration specified in the Order Form.
- 4. Acceptable use:** You may not without our prior written consent: (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 in any manner the Software or any license rights; (b) use the Software for other than for the Use 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; (f) alter or remove any proprietary rights notices or legends on or in the Software; (g) use our trademarks, service mark, logos; (h) access or use or allow direct or indirect access or use of the Software for development, provision or use of a competing software service or product; (i) disclose any source code of which you become aware; or (j) disclose keys required to use the Software to any third party, except as explicitly provided for herein or circumvent any license management, security devices, access logs, or other software protection measures or modify, tamper with, reverse engineer, reverse compile or disassemble keys. Upon use of a new software key, you will not use the old key. You will not allow or enable a third party to engage in any of the foregoing. Any violation of the restrictions set forth in this Section shall constitute a breach of your Use Rights under this Agreement. There may be measures in the Software to prevent unlicensed or illegal use of the Software.
- 5. Third-Party Use:** Except as stated in this License, you may not without our prior written consent, permit third parties to use the Software, except you may permit Affiliates and service providers (including data center or cloud providers) to access the Software solely for the purpose of providing services to you for your Use Rights and provided that you bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions.
- 6. Support:** Unless agreed otherwise in writing, we do not provide any support, maintenance, installation or training. You may purchase ongoing software maintenance and support and related services from us for mutually agreed fees. You are responsible for selection of the Software and proper installation and use including verifying the results obtained from use and taking appropriate measures to prevent loss or theft of data. We are not responsible for any injury or damage to any persons or property resulting from the use by you of the Software. You will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software. We are not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices..
- 7. 3<sup>rd</sup> Party Licenses.** We may use open source software (“**OSS**”) and to the extent required by the licenses covering OSS, the terms of such licenses will apply to OSS in lieu of this Agreement. To the extent the licenses applicable to OSS: (i) prohibit any restriction with respect to such OSS, such restriction will not apply to such OSS; and (ii) require us to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. If required by our written contract with them, certain of our licensors are third party beneficiaries of the Agreement.
- 8. Termination.** We may terminate immediately upon notice if you breach your obligations, including your Use Rights, engage in conduct that infringes our IPR or if you are insolvent, attempt to obtain protection from creditors or wind down operations. Upon termination or expiration you must immediately stop use of Software and return, destroy or delete, as directed by us, all copies of Software and associated keys and the license to the Software ends.

**9. IP.** All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“IPR”) in and to the Software, the Documentation and all of their derivative works, modifications and improvements, are retained by Honeywell or its licensors and are our confidential information. The operation performance of the Software (including results of evaluation or trial) are our confidential information. To the extent that you provide any suggestions, comments or feedback regarding the Software, you hereby assign to us all right, title and interest in and to the same without restriction. You and Users shall not remove, modify or obscure any IPR notices on the Software or Documentation.

**10. Warranty; Disclaimer.** We warrant that the Software, as first delivered by us, will materially operate according to our published user documentation for 90 days after date of first shipment to you. Your sole remedy and our only liability for breach of this warranty is for us to use commercially reasonable efforts to repair or replace the non-conforming portion or, if we determine we cannot do so after reasonable efforts, refund fees paid for the Software. Software repaired or replaced is warranted for the remainder of the original warranty period. Delivery of error correction, updates, upgrades, changes, revisions or additional copies will not restart or otherwise affect the warranty period. This is the only warranty and only remedies we provide with respect to the Software. EXCEPT AS OTHERWISE INDICATED HEREIN, THE SOFTWARE IS PROVIDED “AS IS” WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE USE OR OUTPUT OF ANY SOFTWARE BY YOUR OR ANY USER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL SUCH WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, WILL OBTAIN ANY RESULTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

**11. Limitation.** EXCEPT FOR BREACH OF SECTIONS 3 (LICENCE), 4 (ACCEPTABLE USE) OR 9 (IP) OR FEES PAYABLE, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES OR DATA. The following are Exclusions from the limitation of liability in the Agreement: breach of section 3 (license), 4 (acceptable use) or 9 (IP).

**12. Miscellaneous.** Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of this Agreement are intended for information purposes only and are not binding commitments on us to deliver any material, code or functionality. The development, release and timing of any such updates is at our sole discretion unless agreed otherwise in writing. We reserve the right to charge additional fees for new or improved features or functions. During the term of this Agreement and 24 months thereafter, we or our designee can, during normal business hours upon reasonable notice, access, inspect and audit, your compliance with the Agreement and you will give access to information and personnel as we may reasonably request. This software license takes precedence of any other terms of the Agreement in relation to the Software.