EVALUATION AGREEMENT

This Agreement (the "**Agreement**") is entered into between $primary_internal_party ("**we**", "**us**" or "**our**") of $primary_internal_party_id.main_address_1_and_2_comma_formatted, $primary_internal_party_id.main_city, $primary_internal_party_id.main_state_province $primary_internal_party_id.main_zip_or_postal_code, $primary_internal_party_id.country and $primary_external_party_ ("**Customer**", "**you**" or "**your**") of $primary_external_party_id.address_1_and_2_comma_formatted, $primary_external_party_id.city, $primary_external_party_id.state_province $primary_external_party_id.main_zip_or_postal_code, $primary_external_party_id.country. This Agreement sets out the terms and conditions of your evaluation of [insert name and/or description of the Honeywell offering including functions and features and the devices, equipment etc. or insert "the Honeywell Offering described in the attachment to this Agreement"] (the "**Offering**"). This Agreement is accepted by signing a proposal referencing this Agreement or this Agreement, or by accessing or using the Offering.

1. __Use__. Subject to payment of agreed fees and compliance with the terms of access and acceptable use, we shall provide you solely for your own evaluation of the Offering and internal business purposes: (a) remote access to the Offering through means we provide; and/or (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the Offering; and (ii) use Offering documentation as reasonably required in connection with its use (collectively, "**Use Rights**"). You may not resell Use Rights or permit third parties (except affiliates) to exercise Use Rights or make copies of the Offering (except for back up purposes) unless agreed in writing. Use Rights are subject to following usage limits to [insert details of any usage limits – i.e. number of sensors, assets connected, users, specific buildings etc.]. You shall not use the Offering in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with their operation or security; (c) gathering intelligence for a competitive offering; (d) infringing another's intellectual property; (e) employing them in hazardous environments requiring fail-safe performance where failure could lead to personal injury (including death) or damage; or (f) any use that would reasonably be expected to cause liability or harm to us or a third party.

2. __Fees__. [Insert - N/A OR "$___ US per month".] Prices are exclusive of taxes, commissions, import duties or other similar taxes or fees. Fees are invoiced in advance with invoices payable within 30 days of invoice date. Payments are in USD (unless agreed by us in writing) and must be made in accordance with the "Remit To" field on each invoice.

3. __Term__. The term of this Agreement commences on date of execution by the last of the parties to execute it and terminates [*Choose* 30/60/90] days after such date ("**Term**"). Either party may terminate at any time upon written notice. Upon termination: (a) you must delete and stop using the Offering; and (b) if requested by disclosing party, destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies. Those portions of this Agreement that by their nature should survive, survive termination or expiration.

4. __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 Offering and all of their derivative works, modifications and improvements, are retained by us or our licensors and are our confidential information. If you provide any suggestions, comments or feedback regarding the Offering, you hereby assign to us all right, title and interest in and to the same without restriction. You shall not remove, modify or obscure any IPR notices on the Offering.

5. __Data.__ You retain all rights over data and other information that you make available in relation to, or which is collected from your devices or equipment by, the Offering ("**Input Data**"). You hereby grant to us and our affiliates the right to duplicate, analyze, modify and otherwise use Input Data to provide, improve and develop the Offering and related products and services. You have sole responsibility for obtaining all consents and permissions (including providing notices to users or third parties) and satisfying all requirements necessary to permit our use of Input Data.

6. __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 is 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 (if permitted) prior notice to the other party and reasonable opportunity to contest or limit disclosure. The internal operation and performance of Offering are our Confidential Information.

7.   Privacy. Data about you or your employees, customers, providers or affiliates recognized under applicable law as "personal data" or equivalent terms (**"Personal Data"**) may be processed in relation this Agreement including: (i) data subjects - employees of you, your affiliates, customers or providers; 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, this Agreement and applicable laws and only to perform rights and obligations under this Agreement. Both parties shall comply with their obligations under applicable privacy laws. You authorize us to share Personal Data with sub-processors in any jurisdiction, provided we use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing Personal Data. We have no liability from processing Personal Data in compliance with this Agreement or your written instructions. 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 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 (located 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".

8.   Security. We will use commercially reasonable and customary administrative, physical and technical safeguards to protect your Personal Data and Input Data and following a confirmed security breach leading to accidental or unlawful destruction, loss or unauthorized access, we will notify you without undue delay and to assist you in meeting potential reporting or notice obligations and you will work with us in good faith to develop related public statements or notices.

9.   Disclaimer. THE OFFERING IS PROVIDED "AS-IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL SUCH WARRANTIES INCLUDING MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE OFFERING WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

10.   Limitation. EXCEPT FOR BREACHES OF SECTION 1 (USE) OR 4 (IP) OR FOR FEES PAYABLE, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES. EXCEPT FOR FEES PAYABLE OR EXCLUSIONS, EACH PARTY'S CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER, WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID DURING THE TERM; AND (b) U.S. $1,000. The following are "**Exclusions**": (i) claims resulting from either party's fraudulent or willful misconduct; (ii) breach of confidentiality obligations (except in relation to Input Data and Personal Data for which the cap and exclusions apply), Section 1 (Use) or 4 (IP); and (iii) claims against us or our affiliates relating to possession, processing or use of Input Data or Personal Data in accordance with this Agreement.

11. Miscellaneous. This Agreement and all claims arising from will be governed by [the laws of the State of New York, USA and the federal or state courts in New York, New York, USA] will have exclusive jurisdiction of any dispute. Descriptions of future product direction or updates (including new or improved features or functions) are intended for information purposes only and are not binding commitments on us to deliver them and their release and timing is at our sole discretion. Fees are invoiced in advance on the first business day of each month and payable in 30 days. Failures in performance beyond a party's reasonable control are excused (except 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 breaches. The Parties are independent contractors. This Agreement is the entire agreement and cannot be modified except by written agreement; in the event of a conflict with a proposal incorporated by reference, this Evaluation Agreement takes precedence. Your purchase orders are identified only to authorize payment and are not a part of this Agreement. If we provide hardware we retain title and bear risk of loss of the during transit and risk of loss passes to you upon arrival at your facility. You shall return hardware to us on request. 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 such 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 OS; 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. You must comply with all laws applicable to use of Offering and Use Rights are subject to such compliance.

The Parties hereto have caused this Agreement to be signed by their respective, authorized representatives:

Honeywell: $primary_internal_party   Customer: $primary_external_party_

By: By:

Name: Name:

Title: Title:

Date: Date: