

SAAS TERMS

- 1. Agreement.** The software-as-a-service offering for which you have contracted and have purchased Use Rights (the “**SaaS**”) 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 SaaS 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. Use Rights.** Subject to payment of agreed fees and strict compliance with the terms of access and acceptable use we shall provide you solely for your internal business purposes: (a) remote access to the SaaS through means we provide (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the SaaS; and (ii) use SaaS documentation as reasonably required in connection with the SaaS (collectively, “**Use Rights**”). Use Rights continue for the duration of the period stated in the Order form, or if there is none, for 12 months. Order Forms may list metrics, including user number, data volume, sensors or other means to measure usage or fees (the “**Usage Metrics**”). Use Rights are subject to Usage Metrics and restrictions in the Agreement. If you exceed Usage Metrics, we may suspend access until you pay required fees. You, your employees and any party accessing the SaaS on your behalf (“**Users**”) may exercise Use Rights, provided that, you must bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the SaaS (except for back up) except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Users.
- 4. Accounts.** You may be required to download a mobile app, or visit an internet portal or site, through which you access the SaaS and set up accounts including issuance or authentication credentials. In operating your account you and Users must: (i) maintain strict confidentiality of user names, passwords or other credentials; (ii) not allow others to use your credentials or access your account; (iii) immediately notify us of any unauthorized use or breach of security related to your account; (iv) submit only complete and accurate information; and (v) maintain and promptly update information if it changes. We may use rights management features (e.g. lockout) to prevent unauthorized use.
- 5. Acceptable Use.** The Use Rights are the only acceptable use of the SaaS. You shall not use the SaaS for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d); infringing another’s IPR; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. Any violation of the restrictions set forth in this Section shall constitute a breach of your Use Rights under this Agreement. We have the right to monitor usage.
- 6. Set Up, Support.** Initial set up and configuration are provided if stated in the Order Form. We will manage, maintain and support the SaaS (“**Support**”) in accordance with the policies specified in the Order Form or, if none are specified we will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make available as a whole 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance and force majeure. Set up and Support excludes device or third party application set up unless stated in the Order Form. We are not responsible or liable for any issues, 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. Termination.** We may terminate upon written notice if the SaaS is provided at no charge, use is fraudulent, continued use would subject us to third party liability or we cease making the SaaS generally available to third parties. We may suspend Use Rights if we determine that you or Users are or may violate the Agreement. During suspension, you and Users will not have access to all or part of the SaaS and may be unable to access Input Data. Upon termination or expiry you must delete all copies of SaaS and credentials. Sections 5 to 14 and those portions of the Agreement that by their nature should survive, survive termination or expiration.

8. Data. You retain all ownership or other rights over data that you or persons acting on your behalf input, upload, transfer or make available in relation to, or which is collected from your devices or equipment by, the SaaS (“**Input Data**”). Honeywell and its Affiliates have the right to duplicate, analyze, transfer, modify and otherwise use Input Data to provide, improve or develop our offerings. 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. 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 Input Data in accordance with the Agreement or you or Users’ infringement, misappropriation or violation of our or a third party’s IPR (except if caused by your authorized use of the SaaS). Unless agreed in writing, we do not archive Input Data for your future use.

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 SaaS and all derivative works, modifications and improvements, are retained by Honeywell or its licensors and are our confidential information. We shall own all IPR that is: (i) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself, but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring or other observation of your and your Users’ use of the SaaS. The operation and performance of the SaaS is our confidential information. If you provide any suggestions, comments or feedback regarding the SaaS, 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 SaaS.

10. Security. Security is governed by the policies in the Order Form or if none are specified: (i) we will use commercially reasonable administrative, physical and technical safeguards to protect personal data and Input Data and follow industry-standard security practices; and (ii) following a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of your Personal Data or Input Data we will notify you without undue delay and as relevant information becomes available to assist you in meeting your potential reporting or notice obligations under applicable law and you will work with us in good faith to develop any related public statements or required notices. You are solely responsible for costs and liability incurred due to unauthorized use or access through your or Users account credentials or systems.

11. 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.

12. Warranty, Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT THE SAAS AND SUPPORT ARE PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SAAS WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

13. Limitation. EXCEPT FOR BREACH OF SECTION 3 (USE RIGHTS), 5 (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 AND REVENUES. The following are Exclusions from the limitation of liability in the Agreement: (i) a party’s breach of confidentiality obligations (except in relation to Input Data for which the cap applies), section 3 (use rights), 5 (acceptable use) or 9 (IP); or (ii) claims against us or our Affiliates relating to possession, processing or use of Input Data in accordance with this Agreement.

14. 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 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 give access to information and personnel as we may reasonably request. These SaaS terms take precedence of any other terms of the Agreement in relation to the SaaS.