

EVALUATION AGREEMENT

This Agreement (the “**Agreement**”) is entered into between [Insert name of Honeywell entity] (“**we**”, “**us**” or “**our**”) of [Insert address] and [Insert name of customer] (“**Customer**”, “**you**” or “**your**”) of [Insert address]. 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: (a) remote access to the Offering through means we provide; (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the Connected Solution; and (ii) use Offering documentation as reasonably required in connection with its use (collectively, “Use Rights”). Your Use Rights of the Offering are limited to testing and evaluation of the Offering purposes. You shall not use the Offering for any other purposes unless agreed in writing by the parties. 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.

2. Acceptable use. 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.

3. Support. We will use commercially reasonable efforts to deploy and make available the Offering and manage, maintain and support it, repair reproducible defects, subject to routine, emergency and general evaluation maintenance, scheduled downtime, and force majeure. We are not liable for problems, unavailability, delay or security incidents relating to the Connected Solution, including: (i) the Offering and your use of it; (v) your negligence or failure to use the latest version or follow published documentation; or (v) unauthorized access via your credentials.

4. Termination. Either party may terminate at any time upon written notice. Upon termination: (a) you must delete and stop using Offering; and (b) if requested by disclosing party, destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies. Section 5, 6 and those portions of this Agreement that by their nature should survive, survive termination or expiration.

5. IP & Data. We and our licensors retain all intellectual property rights and proprietary rights (“**IPR**”) in and to the Offering and all of their derivative works and improvements. 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**”) and it is your Confidential Information. Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data including your feedback, to provide, protect, improve or develop the Connected Solution. All information, analysis, insights, inventions and algorithms derived from Input Data by us or our affiliates (but excluding the Input Data itself) and any IPR obtained related thereto, are owned exclusively and solely by us and are our confidential information. 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 information received from the other in performance of this Agreement that is generally not known (“**Confidential Information**”) shall be held in strictest confidence and shall not, without the written consent of the disclosing party, be used or disclosed except for the purpose of this Agreement and 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 10 years from disclosure. Except as set out in this Agreement, information will not be Confidential Information unless (a) marked “**CONFIDENTIAL**” or similar at disclosure; or (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. 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 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 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 process Personal Data relating to data subjects in the European Economic Area (“**EEA**”), Switzerland or Philippines: (I) 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 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; (II) 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; and (III) we shall ensure personnel processing Personal Data of EEA 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 as relevant information becomes available 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. You are solely responsible for costs and liability incurred due to unauthorized use or access through your or User’s account credentials or systems.

9. Warranty, Disclaimer. THE OFFERING IS PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, ON BEHALF OF OURSELVES AND LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIM ALL SUCH WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE OFFERING WILL MEET YOUR REQUIREMENTS, OR THAT THEY OR THE SUPPORT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

10. Limitation. EXCEPT FOR FEES PAYABLE, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS OR REVENUES. EXCEPT FOR VIOLATIONS OF USE RIGHTS OR FEES PAYABLE OR UNCAPPED EVENTS, 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 OR PAYABLE UNDER THE AGREEMENT DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM; OR (b) U.S. \$1,000. The following are uncapped events: (i) claims resulting from either party’s gross negligence, 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); (iii) claims against us or our Affiliates relating to possession, processing or use of Input Data or Personal Data in accordance with this Agreement and (iv) infringement, misappropriation or violation by a party or its affiliates of the other party’s or its affiliates IPR.

11. Indemnification. We will, at our cost and expense, defend you and hold you harmless against all costs and liabilities (including reasonable attorney’s fees) arising out of claims by third parties that your use of the Offering under the Use Rights infringed or misappropriated their IPR. You will, at your cost and expense, defend us and hold us harmless against all costs and liabilities (including reasonable attorney’s fees) arising out of claims by third parties related to possession, processing or use of Input Data or Personal Data by us in relation to the Connected Contract. The indemnitee shall notify the indemnifying party in writing of a claim or other event requiring defense or indemnification promptly upon becoming aware thereof. The indemnifying party shall have the reasonable right to control the defense and/or settlement of each claim and the indemnitee shall provide reasonable assistance.

12. Trademarks, PR. Each party and its affiliates may make references to this business relationship and use the other party’s name and relevant trademarks as part of its general customer listing and in marketing collateral, but only in reference to use of the Connected Solution. Each party grants the other a limited, worldwide, non-exclusive, revocable, non-transferrable, non-sublicensable and royalty free license to use and display the other parties’ relevant trademarks for these limited purposes and, if provided, solely in accordance with its corporate trademark guidelines and reasonable instructions. Neither party will issue a press release without the other party’s prior written approval.

13. 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. You may not assign or transfer the Agreement without our prior written consent. 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. 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 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. You must comply with all laws applicable to your use of Connected Solution, including but not limited to data privacy and 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 Use Rights are subject to such compliance.