

Order Form

This order form (the “**Order Form**”) is between Choose an item. (“**Honeywell**”, “**we**”, “**us**” or “**our**”) of [Insert address] and [Insert name of customer] (“**Customer**”, “**you**” or “**your**”) of [Insert address] in relation to the provision of a Honeywell offering. “**Parties**” means Honeywell and You and “**Party**” means either of them individually. This document contains valuable proprietary and confidential information of Honeywell and must not be disclosed to any third party without our written agreement. Certain capitalized words and phrases stated in this Order have special meanings and are defined where they first appear in this Order or in the Terms (defined below).

1 Overview

Honeywell Forge for Buildings provides cloud-based Software-as-a-Service (SaaS) solutions. For Offering specific information, including bundle details, please see the Appendix to this Order Form and also [HoneywellForge.ai](https://www.honeywell.com/forge/ai).

2 Term, Pricing, Invoicing, and Payment:

2.1 Initial Term

SaaS Subscription Start Date (“Initial Start Date”) - MM/DD/YYYY

SaaS Subscription End Date (“Initial End Date”) - MM/DD/YYYY

2.2 Pricing

The price table(s) below describes annual fees payable for the Initial Term. The subscription fees will be invoiced annually in advance. The subscription fees for a Continuation Term will include the list price for a subscription (plus applicable taxes) then in effect.

2.3 Price Table

Scope of Honeywell Offering and Price Table			
SaaS Subscription	Duration	Price Basis	Price
Subscription of [Insert name of Product] for [XX] Users Users means any named individual authorized by Customer to access the Offering, SaaS allows 1 TB of data stored for the Term, we reserve the right to charge for any additional storage.	1/3 Year/s	Year-1	
		Year-2	
		Year-3	
Hardware	Quantity	Price Basis	Price
		Fixed Fee	
Professional Services		Price Basis	Price
[Training] [Site Visits] [Support]		Fixed Fee/ Time & Materials	
Estimated Travel and Living Expenses for site services		Reimbursable	Cost +10%
TOTAL			

If you would like to increase beyond the agreed amounts listed in the price table, please contact your account manager and we can offer additional services, subscriptions, or hardware for mutually agreed fees.

All prices are quoted in USD / EUR / GBP ... and are exclusive of any applicable taxes, commissions, import duties or other similar taxes or fees, which are governed by the Agreement (defined below).

2.4 Invoicing and Payment

Item	Event	Percent of Price Basis
Subscription	Provision of OFFERING Customer Access	100% Yearly Fee
	Start of Subsequent Year / Renewal	100% Yearly Fee
Hardware	Acceptance of Purchase Order	100% of Fixed Fees
Professional Services	Monthly as Incurred/ Acceptance of Purchase Order	Time & Materials/100% of Fixed Fees
Travel and Living Expenses	Monthly as Incurred	Cost + 10%

Payment is due and payable Net 30 days from date of invoice.

Time & Materials fees are based on the actual amount of time incurred for Professional Services. All Time & Materials expenses will be billed monthly in arrears as fees are incurred. Time & Materials rates charged will be those in effect at the time that the work is performed. These rates are subject to annual review. In the event of a rate change, 90 days written notice will be provided.

Travel and living expenses incurred by Honeywell personnel will be invoiced on a reimbursable basis, at actual cost plus a 10% processing fee and will be accompanied by reasonable and usual verification of costs incurred. Travel time for the assigned personnel will be based on the number of hours incurred traveling from the Honeywell office to the Customer site/office (and return) and will be billed at the then-current labor rate.

3. Deployment, Set-up and Configuration

The initial set-up, deployment and configuration services included in the first year of the pricing is set forth in the table below.

Qty.	Item	Description
XXX	User registration	Registration and definition of named users
1		

Please refer to visit Offering Proposal [[insert link to proposal](#)] for the details of deployment methodology and customer dependencies. The deployment schedule will be mutually agreed by the parties.

4. Duration

Upon expiry of the Initial Term, where applicable, the SaaS subscription shall continue to renew annually for subsequent twelve (12) month periods (each a "Continuation Term"), unless either party notifies the other party in writing of its intention to terminate the SaaS subscription at least sixty (60) days prior to the end of the then-current Initial Term or a Continuation Term.

This Order Form shall terminate on the latter of Initial End Date of the SaaS subscription, or at the end of a Continuation Term, as applicable and in accordance with the above.

5. Customer Reference Program

We enable your participation in our Honeywell Customer Reference Program (the “Program”) where we take the lead to develop and share content regarding our mutual product success. You agree to participate in the Program as a reference customer for case studies and a variety of enhanced content and marketing stories, which includes authorizing use of your company name and logo in external collateral (for example in presentations we develop for the investor community, in association with the products you purchased, and on our website). Your Honeywell Account Manager will share Program materials for content options. Program content utilizing your name and brand shall be mutually agreed by the parties in good faith. You acknowledge and understand your participation in the Program is voluntary and that participation will not change your use or price of the Honeywell Offering.

This Order Form is governed by and expressly incorporates the terms and conditions published, as of the effective date of this Order Form, in Part A: Sales Terms at <https://www.honeywellforge.ai/us/en/legal/legal-terms>, [the End User License Agreement], and together they form a single contract between you and us (the “Agreement”) and the following terms shall apply: (i) the General Terms; (i) the Offering Terms for the specific type(s) of offering set out in the Order Form (e.g. if the Offering includes SaaS, the SaaS Terms apply etc.); and (iii) Product Terms for the specific products set out in this Order Form. Your signature of this Order Form or in the documents which mention this Order Form, forms your agreement and consent to all terms referenced in this Order Form, including those found in the URL listed above, and you confirm that you have had the opportunity to review these terms. Words and phrases capitalized but not defined in this Order Form have the meanings provided in the applicable terms published online.

PLEASE INDICATE YOUR ACCEPTANCE OF THIS ORDER FORM AND THE TERMS BY SIGNING BELOW.

ORDER FORM EFFECTIVE DATE: [INSERT].

By your signature, you represent that you are an authorized signatory.

Print name

Signature

Date

Title

Appendix A

[Product Name]

Offering Specific Terms

Last updated: April 5, 2022

Version: 1.0

These Offering terms (“Offering Specific Terms”) form part of, and are incorporated into, the order form, agreement, or other written or electronic agreement between Honeywell and Customer for the purchase of the Offering(s) indicated in the applicable Order Form (the “Agreement”). By accepting these Offering Specific Terms through the Agreement that incorporates them by reference, you agree to follow and be bound by these terms and conditions and you represent and warrant that you have the right, power, and authority to bind the Customer identified in the Agreement to these Offering Specific Terms.

All terms not defined herein have the meaning given to them in the Agreement. In the event of conflict or inconsistency between these Offering Specific Terms and the Agreement, these Offering Specific Terms will prevail. We may update these Offering Specific Terms from time to time. We will make commercially reasonable efforts notify you in advance of the effective date of any material changes. Continued use of the Offering(s) constitutes your consent to such changes.