

Order Form

[Guidance Note – Delete before sending to the customer – This document is intended to be the main commercial document / order form presented to and signed with the customer. It is intended to be customized to the specific offering with a standard order form / proposal defined for each offering. Yellow highlighted text is text that should be updated to reflect the actual offering. It can be sent as a proposal and then once signed or agreed to by the parties becomes the binding agreement. Please work with your SBU general counsel and/or contracts focal to amend and create the customized template for each offering which will then become the pre-approved legal template. All customized templates must be approved by the relevant SBU general counsel.]

This order form (the “Order Form”) is between [insert name of Honeywell entity] (“Honeywell”) of [Insert address] and [Insert name of customer] (“Buyer”) of [Insert address] in relation to the provision of the Offering as detailed in this Order Form and the Agreement. “Parties” means Honeywell and Buyer and “Party” means either, individually. This document contains valuable proprietary and confidential information of Honeywell and must not be disclosed to any third party without our written agreement.

1 The Offerings and Fees

All fees are quoted in [USD / EUR] and are exclusive of any applicable taxes, commissions, import duties or other similar taxes or fees.

The Offerings comprise the components set out below:

[Guidance Note – Delete before sending to customer: This order form should be customized to the specific order. Retain only those sections that are relevant. The legally approved product and service descriptions should be set out in Appendix.]

1.1 Software as a Service

1.1.1 SaaS Offering, Use Rights and Pricing

SKU	SaaS Offering name	Use Rights and Usage Metrics	SaaS Term Start Date	SaaS Subscription Term (the “SaaS Term”)	Fee basis	Price	Annual Fee
[INSERT]	[insert product name] – [See Appendix A for details]	[INSERT]	[INSERT – e.g. Later of: (i) 60 days from the execution date of this Order Form; or (ii) date customer is first provided access credentials to the SaaS Offering]	[INSERT – e.g. 3 years]. Unless prior written notice is given 60 days before the end of the initial subscription term or any renewal period, the subscription term shall auto-renew for successive periods of 12 months.	[INSERT – If per site list sites etc.]	[INSERT]	[INSERT]

1.1.2 Deployment

The initial deployment, set-up and configuration services for the SaaS as set out below are included in the SaaS fee:

Item	Site	Description	Estimated Deployment Start Date	Timing
[INSERT]	[INSERT]	[INSERT]	[INSERT]	[INSERT]

[Implementation requirements are set out in Appendix A.] **[Guidance Note – Delete before sending to customer: Implementation pre-requisites and requirements should be set out as part of the product description. If none delete]**

1.1.3 Support

[The SaaS Terms / the SaaS Support Policy] as linked or attached to this document describes the support Honeywell offer as well as related services levels that apply following initial set up and configuration. Additional levels of support

may be available for purchase upon request. **[Guidance Note – Delete before sending to customer: If no support policy then the SaaS Terms set out basic support levels. If there is a specific support policy it should be attached or linked as an Appendix.]**

Any services beyond the scope of deployment, set-up and configuration services set out above or support policy are chargeable on a per hour basis as Professional Services including additional training, data and analytics services.

1.2 Software

SKU	Site	Software Offering name	Use Rights and Usage Metrics	Term	Basis	Fee basis	Annual Fee
[INSERT]	[INSERT]	[insert product name] – [See Appendix A for details]	[INSERT]	[N/A / INSERT]	[Auto-Renewable Subscription/perpetual/Term]	[INSERT]	[INSERT]

1.3 Hardware

SKU	Site	Hardware Offering name	Term	Basis	Fee basis	Fee
[INSERT]	[INSERT]	[insert product name] – [See Appendix A for details]	[N/A / INSERT]	[Auto-Renewable Subscription/perpetual/Term]	[INSERT]	[INSERT]

1.4 Professional Services

SKU	Site	Professional Service description	Start date	End date	Basis	Fee basis	Fee
[INSERT]	[INSERT]	[Insert service description] – [See Appendix B – SOW for details]	[INSERT]	[INSERT]	[Fixed price / time and material / Auto-Renewable Subscription]	[INSERT]	[INSERT]

1.5 Sites

[Guidance Note – Delete before sending to customer: If the Offering is being deployed across sites please list out and identify which sites are purchasing what above by including ‘A’, ‘B’, ‘C’, etc. or for all list “All Sites in 1.5”.]

The customer locations agreed for deployment of the Offering may be on a per site basis as indicated above (a “Site”). Buyer will ensure Site access, availability, and readiness for the Parties to meet all the dates provided in this Order Form.

Site designation	Site name	Shipping address
A	[INSERT]	[INSERT]
B	[INSERT]	[INSERT]
C	[INSERT]	[INSERT]

2 Invoicing and Payment

Item	Invoicing Event	Percent of Price Basis
SaaS Subscription	[Provision of SaaS Offering/Buyer Access]	[100% yearly fee in advance]
	[Start of subsequent year renewal]	[100% yearly fee in advance]
Hardware	[Signature of this Order Form]	[100% of fees in advance]
Software	[Signature of this Order Form]	[100% of fees in advance]
Services	[Monthly in arrears as incurred/ Signature of this Order Form]	[Time & materials as incurred /100% of fixed fees in advance]
Travel and Living Expenses	[Monthly in arrears as incurred]	[Cost + 10%]

For Hardware ordered, Honeywell will provide Hardware delivery dates following execution of this Order Form.

Time & materials fees (including the number of resources and hourly rates), as may be set out in Appendix B (SOW), are based on the actual amount of time incurred for Professional Services. Time & materials rates charged will be those set out in Appendix B (SOW) or if not listed in Appendix B (SOW) those then in effect at the time that the work is performed. Notwithstanding any other terms of the Agreement, these rates are subject to annual review and 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 each person's Honeywell office to the Buyer site/office (and return) and will be billed at the then-current labor rate.

3 Evaluation

[Guidance note – Delete before sending to customer: Ideally no evaluation rights will be granted and customers will sign the full commercial agreement. If they are offered evaluation terms can be customized to offering. We should aim to have the customer sign the full agreement with pricing and long term commitments and if an evaluation is proposed structured it as a trial for a defined period with conditions precedent that if not satisfied give termination rights and prorated refund of money paid less an amount for the evaluation/time used. If alternative evaluation rights are proposed, please amend above and confirm with your legal counsel or the Connected Enterprises GC. Delete the clause if not used.]

We offer [insert] on an evaluation basis for a limited period of [90 days] (the “**Evaluation Period**”). You have the right to terminate [the Agreement/the specific offering subscription – insert details] at any time in the 15 business days prior to the end of the Evaluation Period by providing written notice and upon termination Honeywell will refund Buyer [insert refunding of payments mechanism].

4 Buyer Reference Program

We enable Buyer participation in our Honeywell customer reference program (the “**Program**”) where Honeywell take the lead to develop and share content regarding our mutual Offering 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 Buyer company name and logo in external collateral (for example in presentations Honeywell develop for the investor community, in association with the Offering Buyer purchased, and on our website). Your Honeywell account manager will share Program materials for content options. Program content utilizing Buyer name and brand shall be mutually agreed in good faith. You acknowledge and understand Buyer participation in the Program is voluntary and that participation will not change Buyer use or price of the Offering.

5 Term

[Guidance Note – Delete before sending to customer: Note the only customer termination rights should be for our material breach. Typically, we would not want to grant any termination right and would adjust the price based on the term they commit to – e.g. higher price for 1 year term v’s 3 years. The term can be specified here or if there are alternatives (i.e. 12 or 36 months with different pricing they can be included in the pricing section. For SaaS Offerings the Term should end upon expiry of the last SaaS offering subscription term.)]

The term of the Agreement commences on the date listed as the effective date in the execution block below, or if no such date is completed, the date this document is executed, or if assented to using an alternative confirmation process the date of such confirmation, by the last of the parties to do so (the “**Effective Date**”) and expires after [36 months] / [the later of: (a) [36 months]; or (b) the end of the SaaS Term of the last SaaS Offerings to end under this Agreement].

6 The Agreement

The Order Form is governed by and incorporates following document(s) (including any referenced or linked supplemental terms, agreements or policies) and together they form a single contractual arrangement between Buyer and Honeywell for purchase and use of the Offering (together the “**Agreement**”):

[Guidance note – Delete before sending to customer: Delete non-applicable Terms (such as Hardware Terms) depending on what is not purchased above. Always include the General Terms and Conditions and the Terms applicable to the purchased Offering listed above.]

#	Terms	Location
1	General Terms and Conditions	https://hwll.co/GTCs
2	SaaS Terms	https://hwll.co/SaaSTerms
3	Product Terms	https://hwll.co/ProductTerms
4	Software Terms	https://hwll.co/SWTerms
5	Professional Service Terms	https://hwll.co/ProSvcTerms
6	Appendixes to this Order Form including product specific terms and/or [applicable end user license agreements] and/or SOW and/or SaaS Support Policy (if any)	Appendixes

Your execution or assent to this Agreement (including by using an electronic signature software) signifies Buyer agreement to all terms and conditions comprising the Agreement, including those found in the URLs listed above, and Buyer confirmation that you have had the opportunity to review and print them.

Words and phrases capitalized but not defined in this Order Form have the meanings provided in the Agreement.

PLEASE INDICATE BUYER ACCEPTANCE OF THIS ORDER FORM AND THE AGREEMENT BY SIGNING BELOW.	
By your signature, you represent that you are an authorized signatory	
EFFECTIVE DATE: [INSERT].	
[Insert customer legal entity name]	[Insert Honeywell entity signing agreement]
Signature	Signature
Print name	Print name
Title	Title
Date	Date

Appendix A

Product Details

1. Offering Details

[Guidance Note – Delete before sending to customer: Set out product feature list – One line description and very brief. Do not included detailed marketing type descriptions. Must be reviewed and approved by legal]

[Guidance Note – Delete before sending to customer: Set out product related information including supported hardware, set up details, deployment details and configuration provided]

2. Implementation requirements

[Guidance Note – Delete before sending to customer: Set out implementation requirements including supported hardware, customer responsibilities / help needed, IT or site access details etc.]

3. Data

[Guidance Note – Delete before sending to customer: Set out data hosting locations. If any personal data is processed in different way to Annex 1B of the Data Processing Terms insert details below and state that it supersedes the relevant part of the Data Processing Terms.]

4. Support

[Guidance Note – Delete before sending to customer: Set out link to support policy or insert or add as an Appendix and reference here.]

5. Security

[Guidance Note – Delete before sending to customer: Set out link to support policy or insert or add as an Appendix and reference here. Set out any third party security certifications in place (e.g. SOCII or ISO etc.).]

6. Product Specific Terms and Conditions

[Guidance Note – Delete before sending to customer: Set out any additional product terms. Check the order of precedence to ensure these apply over other parts of the agreement.]

The following product terms and conditions apply to the Offering (the “**Product Terms**”):

Appendix B
SOW