

SERVICE TERMS

- 1. Agreement.** The specific services for which you have contracted (the “**Services**”) 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 Forms includes such documents. The Order Form together with these services terms (the “**Service 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. Services.** We will provide the Services as specified in the Order Form and/or statement of work (“**SOW**”), as applicable. Each SOW and/or Order Form will include details as to the scope of services, specifications, timing and payments. The Services will commence on the effective date provided in the SOW or Order Form and continue until an expiration date in the applicable SOW or Order Form, or upon completion of the final deliverable, unless earlier terminated under the Agreement.
- 4. Acceptance.** You will accept or reject each deliverable or report marked as a “Deliverable” on a SOW or Order Form (collectively, “**Deliverables**”) within five (5) working days of receipt (unless another period is specified in writing). You may reject a Deliverable only insofar as it does not materially conform to the specifications for such Deliverable set out in the applicable SOW or Order Form. Any rejection must be in writing and specifically state the manner in which the Deliverable does not materially conform to the applicable specifications. Acceptance will not be unreasonably withheld. If you do not respond within such five (5) working day time period, the deliverable or report will be deemed accepted. You may not cancel or defer delivery of any Services after we have accepted an SOW or Order Form without our written approval, which may be subject to your payment of cancellation and other charges.
- 5. Scope Changes.** Any change to the scope of Services, including changes to any Deliverable, must be documented in a written change order to the applicable SOW and mutually agreed to by both parties. You acknowledge and agree that any change to the basis or scope of the Services may require you to pay to us additional fees as set forth in the applicable change order. For the avoidance of doubt, we will have no obligation to change the scope or basis of any Services unless and until a change order for the applicable SOW is signed by both parties. We may agree to or refuse any request for a change in the scope or basis of Services in our sole discretion.
- 6. Responsibilities.** If we have access to any of your computer systems, we agree to exercise a reasonable degree of care regarding such access and use commercially reasonable efforts to protect against the introduction of any computer virus. You agree to: (a) promptly provide all information reasonably required for performance of the Services, including completion of the SOW prior to commencement of the Services, (b) designate a business contact and a technical contact to coordinate your personnel and provide liaison between the parties; and (c) provide us with access to your systems and premises to the extent necessary during the performance of the Services. We may suspend Services without liability if we determine that performance of Services may compromise any person or entity’s safety or result in violation of applicable law or regulation. We are not responsible or liable for any 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. Third Party Products.** To the extent that we provide third party products, software, hardware or services (“**Third Party Products**”) in relation to the Services, then notwithstanding any other terms agreed to between us, you agree that all Third Party Products are provided subject to the Third Party Product supplier’s terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to you. We have no liability with respect to the performance or non-performance of such Third Party Products.
- 8. Term.** Either party may terminate Services for the other party’s failure to comply with any material term or condition in the applicable SOW unless such failure is cured within thirty (30) days after the defaulting party has received written notice of such default. You will pay fees for Service provided through the effective date of termination.
- 9. Data.** You retain all ownership or other rights over data and other information that you or persons acting on your behalf make available in relation to the Services (“**Services Data**”). Honeywell and its Affiliates have the right to retain, transfer, duplicate, analyze, modify and otherwise use Services Data to provide, improve or develop our products or services. You have sole responsibility for obtaining all consents and permissions (including providing notices) and satisfying all requirements necessary to permit our use of Services Data. You will, at your cost and expense, defend

our us and our Affiliates, sub-contractors and licensors and hold harmless from and pay or reimburse all awards or damages (excluding attorney's fees), arising out of claims by third parties related to possession, processing or use of Services Data in accordance with the Agreement.

10. IP. You agree to grant and hereby grant to us a royalty-free, sublicensable, non-exclusive license during the term of this Agreement to your intellectual property needed to perform the Services. You warrant that you have secured all necessary rights (including rights to sublicense) and licenses to third party software and/or intellectual property necessary for us to perform the Services. We own and shall exclusively own all intellectual property rights in and to our preexisting intellectual property, the Services, including any deliverables and reports that we develop under any Order Form or SOW, and all intellectual property rights created or developed in the course of providing the Services. Subject to full payment for the Services, we grant you a nonexclusive, perpetual, worldwide, non-sublicensable and non-transferable license to access and use the Deliverables solely for your internal business purposes; provided that all such Deliverables shall continue to be Honeywell Confidential Information. You and Users shall not remove, modify or obscure any proprietary rights notices on the Services.

11. Warranty, Disclaimer. We warrant that the Services provided to you will conform to the specifications provided in the applicable SOW or Order Form for a period of 30 days from the date Services are performed. Your sole remedy for breach of warranty is that we will re-perform nonconforming Services, or refund the portion of fees paid attributable to the nonconforming Services (at our option) if you notify us during the warranty period. Services re-performed are warranted for 30 days. Unless provided otherwise in writing any software provided as part of the Services is provided on an as-is basis. EXCEPT AS OTHERWISE INDICATED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE USE OR OUTPUT OF ANY SERVICES BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL SUCH WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL OBTAIN ANY RESULTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

12. Limitation. EXCEPT FOR BREACHES OF SECTION 10 (IP), OR WITH RESPECT TO 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 on liability in the Agreement: (i) breach of confidentiality obligations (except in relation to Services Data for which the cap and exclusions apply) or section 10 (IP); and (iii) claims against us or our affiliates relating to possession, processing or use of Service Data or Personal Data in accordance with this Agreement.

13. Non-solicitation. You recognize that our employees constitute our valuable asset. You agree not to make any offer of employment to, nor enter in a consulting relationship with, any our employee who is involved in performing under this Agreement within twelve (12) months after such person has completed their involvement.

14. Misc. These service terms take precedence of any other terms of the Agreement in relation to the Services.