

# Order Form

This order form (the “Order Form”) is between [insert name of Honeywell entity] (“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 the Offering as detailed in this Order Form and the Agreement. “Parties” means Honeywell and you 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:

### 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.]

#### 1.1.3 Support

[The SaaS Terms / the SaaS Support Policy] as linked or attached to this document describes the support we 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.

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	[INSERT]	[N/A / INSERT]	[Auto-Renewable Subscription/perpetual/Term]	[INSERT]	[INSERT]

		A for details]					
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### 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

The customer locations agreed for deployment of the Offering may be on a per site basis as indicated above (a “Site”). Customer 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/Customer 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%]

Payment is due and payable Net 30 days from date of invoice. For Hardware ordered, we 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 Customer site/office (and return) and will be billed at the then-current labor rate.

## 3 Evaluation

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 we will refund you [insert refunding of payments mechanism].

## 4 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 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 your company name and logo in external collateral (for example in presentations we develop for the investor community, in association with the Offering 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 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 Offering.

## 5 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 you and us for purchase and use of the Offering (together the "Agreement"):

#	Terms	Location
1	General Terms and Conditions	<a href="https://hwl.co/gtcs">https://hwl.co/gtcs</a>
2	SaaS Terms	<a href="https://hwl.co/saasterms">https://hwl.co/saasterms</a>
3	Hardware Terms	<a href="https://hwl.co/hardwareterms">https://hwl.co/hardwareterms</a>
4	Software Terms	<a href="https://hwl.co/softwarelicense">https://hwl.co/softwarelicense</a>
5	Professional Service Terms	<a href="https://hwl.co/serviceterms">https://hwl.co/serviceterms</a>
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 your agreement to all terms and conditions comprising the Agreement, including those found in the URLs listed above, and your 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.

<b>PLEASE INDICATE YOUR ACCEPTANCE OF THIS ORDER FORM AND THE AGREEMENT BY SIGNING BELOW.</b>	
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

[INSERT]

### 2. Implementation requirements

[INSERT]

### 3. Data

[INSERT]

### 4. Support

[INSERT]

### 5. Security

[INSERT]

### 6. Product Specific Terms and Conditions

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

# Appendix B

## **SOW**

[INSERT]