



## Honeywell Life Sciences Applications Suite Agreement

PLEASE READ ALL OF THE FOLLOWING TERMS CAREFULLY BEFORE PURCHASING AND/OR USING HONEYWELL LIFE SCIENCES APPLICATIONS SUITE (“**HLSAS**”) AND/OR ANY HLSAS APP(S) (DEFINED BELOW) AND/OR RELATED SERVICES. THIS IS A LEGAL AGREEMENT (“**AGREEMENT**”) BETWEEN YOU (“**BUYER**”) AND **SPARTA SYSTEMS, INC.** (“**SPARTA**” OR “**HONEYWELL**”) STATING THE TERMS AND CONDITIONS THAT GOVERN BUYER’S PURCHASE OF, ACCESS TO AND USE OF THE OFFERING (DEFINED BELOW) AS DETAILED IN THE APPLICABLE ORDER FORM AND THIS AGREEMENT. BY SIGNING AN ORDER FORM WITH SPARTA THAT REFERENCES THIS AGREEMENT OR ACCESSING OR USING HLSAS, ANY HLSAS APP(S) AND/OR RELATED SERVICES, BUYER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE INDIVIDUAL ACTING ON BEHALF OF BUYER REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF BUYER. IF BUYER DOES NOT AGREE TO THESE TERMS, DO NOT PURCHASE, ACCESS OR USE HLSAS, ANY HLSAS APP(S), AND/OR RELATED SERVICES. **HLSAS MAY NOT BE ACCESSED OR USED BY A DIRECT COMPETITOR OF SPARTA, EXCEPT WITH SPARTA’S PRIOR WRITTEN CONSENT. THIS AGREEMENT WAS LAST UPDATED ON AUGUST 16, 2024 AND IS EFFECTIVE AS OF THE DATE OF THE ORDER FORM (“EFFECTIVE DATE”).**

This Agreement consists of this cover page and the following document(s) (including any referenced or linked supplemental terms, agreements or policies):

Documents	Location
General Terms and Conditions	Appendix A
SaaS Terms	Appendix B
Professional Services Terms	Appendix C
HLSAS Support Policy	<a href="https://www.spartasystems.com/legal/">https://www.spartasystems.com/legal/</a>
Mutually executed Order Form(s)	

Order Form(s) will indicate the HLSAS application(s) (each a “**HLSAS App**”) SaaS subscriptions purchased by Buyer and the applicable Use Rights and Usage Metrics of such HLSAS App(s).

For each HLSAS App, the initial term of the SaaS subscriptions initially purchased by Buyer of such HLSAS App, will commence on the applicable subscription “**Start Date**” and end on the applicable subscription “**End Date**” specified in the initial Order Form for such HLSAS App (each an “**Initial Subscription Term**”), and thereafter will automatically renew for successive 12-month renewal periods (each a “**Renewal Subscription Term**”), unless a Party gives the other Party prior written notice of non-renewal no less than 60 days before the end of the applicable Initial Subscription Term or the applicable then-current Renewal Subscription Term. For each HLSAS App, the applicable Initial Subscription Term and all the applicable Renewal Subscription Terms are collectively the “**Subscription Term**” for such HLSAS App.

Words and phrases capitalized but not defined in this cover page have the meanings provided in the Appendices or the Order Forms.

## Appendix A

### GENERAL TERMS AND CONDITIONS

- 1. GTCs.** The software, software-as-a-service, hardware, products, services, deliverables, support and/or other offering(s) or related materials or rights for which Buyer has contracted (the “**Offering**”) is identified in a document labeled as “proposal”, “order”, “quote”, “agreement” or similar (“**Order Form**”). Order Forms identify contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements or policies, and references to Order Form includes such documents. Defined or capitalized terms not defined in these General Terms and Conditions (“**GTCs**”) have the meaning in the Agreement.
- 2. Parties.** “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it possesses directly or indirectly the power to direct the management and policies of the entity. “**Parties**” means Honeywell and Buyer and “**Party**” means either, individually.
- 3. Term.** This Agreement commences on the Effective Date and continues until all Subscription Terms expire or terminate, unless terminated earlier or extended in accordance with this Agreement (“**Term**”). Unless expressly set out in this Agreement, upon expiry of the Term, this Agreement will automatically renew annually for subsequent 12 months periods, unless either Party notifies the other in writing of its intent to terminate at least 60 days prior to the end of the then-current Term. The non-breaching Party may terminate this Agreement or any Order Form if the other Party materially breaches and fails to cure within 30 days of receipt of written notice. Honeywell may suspend its performance or terminate this Agreement or any Order Form upon written notice if Honeywell believes that its performance may violate the law and/or cause a safety or health risk, if Buyer is insolvent, there is an adverse change in Buyer’s creditworthiness or an attempt to obtain protection from creditors or wind down operations, Buyer fails to pay any Honeywell undisputed invoices for 30 days after payment due date, Buyer violates the law in performance of this Agreement or assigns this Agreement without Honeywell’s consent. Upon termination or expiry: (a) Buyer must all pay amounts due; and (b) if requested, return or destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes. Those portions of this Agreement that by their nature should survive, survive termination or expiration.
- 4. Fees.** Amounts payable by Buyer to Honeywell under this Agreement (“**Fees**”) and payment terms are as stated in the applicable Order Form. Prices based on published list prices are subject to change. Fees are payable in advance at time of order placement, net 30 days from invoice issuance date unless stated otherwise in this Agreement. Honeywell may take remedial action or impose additional credit obligations if there is an adverse change in Buyer’s creditworthiness or Buyer does not have established credit terms including requiring additional security prior to performance of Honeywell’s obligations. If Buyer or parties Buyer retains or controls cause delay, Honeywell may reasonably adjust price, schedule and other affected terms. Except as set out in the Agreement, sales and Order Forms are non-cancellable and Fees are non-refundable. Prices and payments are in USD (unless stated otherwise in an Order Form) and must be made in accordance with the “Remit To” field and details set out in the invoice. All payment and invoicing transactions will be electronic. Payments without adequate remittance details may be set off against any past due invoices. Honeywell reserves the right to correct inaccurate invoices which must be paid Net 30 days from correction date. Disputes as to invoices must be accompanied by detailed supporting information and if not raised within 15 days of invoice receipt are deemed waived. Wrongfully disputed and undisputed portions of invoices must be paid by the original invoice payment due date. Credit card payments are not permitted unless agreed by Honeywell in writing only by those issuers approved by Honeywell and provided that the credit card is charged by the date of issuance of the invoice. Honeywell’s Fees do not include any taxes due and payable by Buyer (including but not limited to, sales, use, excise, value-added, and other similar taxes) (“**Taxes**”), tariffs and duties. Buyer will pay all Taxes resulting from this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes under this Agreement, Honeywell will invoice Buyer for such Taxes unless at the time of order placement, Buyer furnishes Honeywell with an exemption certificate sufficient to verify Buyer’s exemption from the Taxes. In no event will Honeywell be liable for Taxes paid or payable by Buyer. Buyer may not set off or attempt to recoup any invoiced amounts against amounts due from Honeywell or its Affiliates. For either material breach and/or late payment Honeywell may, without prejudice to any other legal or equitable remedies, individually or in combination: (a) suspend or terminate performance of this Agreement or any part of it and be relieved of its obligations; (b) charge late fees up to 2% per month or the maximum permitted by law and collection costs including reasonable attorneys’ fees; (c) cancel any pricing discounts; (d) repossess technical information or items delivered for which payment has not been made; (e) be relieved of any obligations with respect to guarantees, liquidated damages and service level commitments; (f) refuse to process credits; (g) charge storage fees; and (h) accelerate future payments. Partial provision of orders or Offerings will be invoiced as they are shipped and/ or provided. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may suspend performance until the dispute is resolved. This Section prevails in the event of inconsistency with other terms in this Agreement. Any Economic Surcharges are separate from and are in addition to other price change terms in this Agreement.
- 5. Evaluation.** Buyer’s access to an evaluation, trial, or beta Offering, is limited to evaluating it for Buyer’s internal use during the time period stated, or if not stated, for 90 days (“**Evaluation**”). Additional restrictions may be listed in an Order Form or this Agreement. Without limiting any other disclaimers in this Agreement, the Evaluation is provided “AS IS,” without indemnification, support, representation, warranty or other obligation of any kind (express, implied, or statutory).
- 6. Confidentiality.** All non-public, confidential or proprietary information disclosed by a Party to the other Party in performance of this Agreement (“**Confidential Information**”) will be protected using the same degree of care, but no less than reasonable care, as the receiving Party uses to protect its own Confidential Information and will not, without the written consent

of the disclosing Party, be used or disclosed except for the purpose of, or as permitted by, this Agreement and only by the receiving Party's Affiliates, employees and service providers who are bound by substantially similar obligations of confidentiality and no less restrictive obligations of confidentiality and have a need to know. Each Party will be responsible for breaches of the confidentiality obligations by its Affiliates, employees or service providers. The receiving Party will keep Confidential Information confidential for 3 years from disclosure. Except as explicitly set out in this Agreement, information will not be Confidential Information unless (a) marked "CONFIDENTIAL" or similar at disclosure; (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, or (c) it should reasonably be understood to be confidential given the nature of the information as sensitive and non-public. Confidential Information excludes information that: (i) was already known to recipient without restriction; (ii) is publicly available through no fault of recipient; (iii) is rightfully received by recipient from a third-party without a duty of confidentiality; or (iv) is independently developed without use of the Confidential Information. A Party may disclose Confidential Information when compelled to do so by law and if so, that Party will, to the extent legally permitted provide prior notice to the other Party and allow that Party reasonable opportunity to contest or limit disclosure. This Agreement is Confidential Information. Neither Party may make any announcement or publication relating to this Agreement without the other Party's prior written approval, except as required by law or to correct any misstatements made by the other Party, but Honeywell may list Buyer and its logo as a customer on Honeywell's website and in marketing materials.

**7. Privacy.** Honeywell may process information relating to an identified or identifiable natural person ("**Personal Data**") in connection with the Agreement. Each Party will process business contact details relating to individuals in the other Party's business for the purposes of customer relationship management, accounts and records ("**Business Contact Details**") as an independent Data Controller (as that term or similar variants are defined in applicable data protection, privacy, breach notification, or data security laws or regulations ("**Applicable Data Privacy Law**")) and in accordance with Applicable Data Privacy Law. Honeywell collects and uses Business Contact Details in accordance with the Honeywell privacy statement, available at <https://www.spartasystems.com/legal/privacy-policy>. Where specified in the relevant Controller to Controller Annex for an Offering as posted at <https://www.honeywellforge.ai/us/en/legal/legal-terms> Honeywell may process Buyer Personal Data as an independent Data Controller for the purposes of providing, improving or developing the relevant Offering, subject to the Honeywell privacy statement and/or such other privacy statement provided in relation to the Offering. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice). To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the standard contractual clauses posted at <https://www.honeywellforge.ai/us/en/legal/legal-terms> ("**Controller SCCs**"), in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. If there is a conflict between this Agreement and the Controller SCCs, the relevant Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the Parties. If Honeywell processes Personal Data on Buyer's behalf, Honeywell's then-current Data Protection Addendum (or such other agreement as Honeywell may agree) applies (the "**DPA**").

**8. Data.** Buyer retains all ownership or other rights over data that Buyer, persons acting on Buyer's behalf or users of Offerings input, upload, transfer or make available in relation to, or which is collected from Buyer's systems, devices or equipment by, the Offerings ("**Input Data**"). Buyer grants to Honeywell and its Affiliates a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use Input Data to develop, operate, improve and support Honeywell's products, services or offerings. Honeywell may use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer has sole responsibility for obtaining all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Unless agreed in writing, Honeywell does not archive Input Data for Buyer's future use. Buyer consents to any transfer of Buyer's Input Data outside of its country of origin, except that Personal Data is subject to the DPA. Input Data is Buyer's Confidential Information.

**9. IP.** Except for the rights expressly granted in this Agreement, Honeywell does not grant, license or transfer to Buyer or any other third party any other rights to any of its intellectual property rights, whether by implication, estoppel or otherwise. Buyer and Buyer's users shall not remove, modify or obscure any intellectual property right notices. The Offering may include open-source software ("**OSS**") and to the extent required by licenses covering OSS, such licenses may apply to OSS in lieu of this Agreement. If an OSS license requires Honeywell to make an offer to provide source code or related information in connection with that OSS, such offer is hereby made. If required by Honeywell's written contract with them, certain of Honeywell's licensors are third-party beneficiaries of this Agreement. If Buyer provides any improvements, suggestions, information or other feedback concerning the Offerings ("**Feedback**"), then Buyer hereby grants to Honeywell and its designees a worldwide, irrevocable, royalty-free, fully paid-up, sublicensable (through multiple tiers), perpetual right and license to exploit any Feedback for any purpose without restriction or obligation. Feedback will not be considered Buyer's Confidential Information or trade secret.

**10. Limitation.** EXCEPT AS OTHERWISE EXPLICITLY STATED IN THIS AGREEMENT OR FOR BUYER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR (a) LOST PROFITS, REVENUES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS; OR (b) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR FOR BUYER'S PAYMENT OBLIGATIONS OR FOR EXCLUSIONS (AS DEFINED BELOW), EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) THE TOTAL AMOUNTS PAID FOR THE OFFERING THAT GAVE RISE TO LIABILITY DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY

HAVE WILL BE AGGREGATED AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. NOTWITHSTANDING THE FORGOING, HONEYWELL'S LIABILITY UNDER EVALUATION, BETA, OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. THE LIMITATIONS AND EXCLUSIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW TO ANY DAMAGES OR OTHER LIABILITY HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORSEABLE, AND REGARDLESS OF WHETHER THE LIMITED WARRANTIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HONEYWELL AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND HONEYWELL (FOR ITSELF AND ITS AFFILIATES) HEREBY DISCLAIMS, ANY DAMAGES OR LOSSES CAUSED BY OR RESULTING FROM THE CONDUCT, SOFTWARE, CONTENT, PRODUCTS, SERVICES OR INFORMATION OF ANY THIRD PARTY OR ANY FAILURE OF BUYER, ANY AFFILIATE OF BUYER OR ANY USER TO COMPLY WITH THE TERMS OF THIS AGREEMENT. "Exclusions" are: (i) a Party's fraud or willful misconduct; (ii) a Party's breach of confidentiality obligations, except in relation to Personal Data, Input Data or Buyer Specific Data (if referenced in this Agreement); (iii) a Party's obligations under Section 12 (Indemnification) and Section 13 (Compliance); and (iv) infringement, misappropriation or violation by a Party, its Affiliates or its or their users of the other Party's or its Affiliates' intellectual property rights; or (v) breach by Buyer of any Offering license, use rights or acceptable terms of use. All claims and causes of action must be brought within 12 months actual or constructive knowledge.

**11. Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. HONEYWELL IS NOT RESPONSIBLE OR LIABLE FOR BUYER'S (OR BUYER'S USERS') USE OF THE OFFERINGS, OR USE OR INTERPRETATION OF THEIR OUTPUT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE OFFERINGS, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR PURPOSE. NOTWITHSTANDING THE FOREGOING, HONEYWELL MAKES NO WARRANTY THAT THE OFFERINGS OR ANY THIRD PARTY SOFTWARE PROVIDED BY HONEYWELL WILL MEET BUYER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. BUYER ACKNOWLEDGES THAT OFFERINGS AND ANY SUCH THIRD PARTY SOFTWARE PROVIDED BY HONEYWELL ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN SUCH RESULTS, DATA OR INFORMATION COULD LEAD TO INJURY, ILLNESS, DEATH, PERSONAL INJURY, BUSINESS INTERRUPTION OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

**12. Indemnification.** Honeywell will at its expense, defend any third-party claim, suit or proceeding against Buyer and Buyer's Affiliates and sub-contractors, solely to the extent arising out of third-party claims that Buyer's use of the Offering (as provided by Honeywell) in accordance with this Agreement, directly infringes such third-party's patent or copyright ("**Third-Party IP Claim**"), and Honeywell will pay any final judgments awarded by a court of competent jurisdiction, reasonable settlement amounts approved in writing by Honeywell directly attributable to such Third-Party IP Claim. Honeywell has no indemnification obligations under this Section to the extent a claim, suit or proceeding arises from: (a) data Buyer provides; (b) Buyer's use of the outputs of the Offering, (c) unauthorized use; (d) combining the Offering with goods, technology or services not supplied by Honeywell; (e) modifications by anyone other than Honeywell; or (f) settlement made by Buyer without Honeywell's written consent; (g) Buyer's breach of this Agreement; (h) use of any version other than a current release of the Offering, if infringement would have been avoided by use of the current release; or (i) damages based on a theory of liability other than infringement by the Offering. If the Offering is held to infringe, or otherwise violate a third party's rights or Honeywell believes it may be infringing or violating, Honeywell may undertake at least one of the following with respect to the allegedly infringing materials at Honeywell's option: (i) procure a license to allow Buyer's use; (ii) modify the Offering; or (iii) obtain a license to a reasonable substitute. If none of the foregoing are in Honeywell's opinion commercially reasonable, Honeywell may terminate this Agreement or Order Form(s) by notice and refund a pro-rata portion of the unexpired portion of any pre-paid Fees without any further liability. Further, Honeywell may cease shipping Offerings it believes may be subject to a claim of infringement without being in breach of this Agreement. If the final judgment assessed against Buyer is based on the revenue generated from the use of the Offering, as opposed to from the sale of the Offering by Honeywell to Buyer (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by Buyer to Honeywell for the Offering that gave rise to the claim. This Section sets out Honeywell's sole obligation and exclusive liability, and Buyer's sole remedy for any Third-Party IP Claims. Honeywell's obligations under this Section are contingent upon Buyer notifying Honeywell in writing of a Third-Party IP Claim promptly upon becoming aware thereof. Honeywell has the sole right to control the defense and/or settlement of each Third-Party IP Claim and Buyer will provide Honeywell reasonable assistance. Any effort by Buyer to settle a Third-Party IP Claim without Honeywell's prior written approval will void Honeywell's obligations under this Section. Buyer will not do anything that has an adverse impact on such defense and/or settlement. Buyer will, at Buyer's expense and at Honeywell's option, defend and indemnify Honeywell and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by Buyer, arising out of any claim brought against Honeywell by a third party: (a) alleging that Buyer, its Affiliates, or any of its or their employees, agents or subcontractors, infringes such third party's copyright, patent, trademark or trade secret rights; or (b) arising out of or relating to access or use of the Offerings by any of Buyer and its Affiliates or any of its and their employees, agents, subcontractors or users of Offerings; (c) arising out of third-party claims related to Honeywell's possession, processing or use of Input Data in accordance with the Agreement.

**13. Compliance.** Buyer and its Affiliates will comply with all laws and regulations applicable to access and use of Offering. Buyer acknowledges that: (a) Honeywell does not provide legal advice regarding compliance with laws and regulations related to use of the Offerings, and (b) the Offerings has functionality that could be used in ways that do not comply with laws and

regulations and Buyer is solely responsible, and Honeywell has no liability, for Buyer's compliance with law with respect to its use of the Offerings. To the extent Buyer or Buyer's users are government entities, the Offerings and all associated documentation are "commercial computer software", and related "commercial computer software documentation" and "restricted data" provided to Buyer under "Limited Rights" and "Restricted Rights" and only as commercial end items. Buyer and its Affiliates will comply with, and be solely responsible for compliance with, all applicable laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where Buyer conducts business, and as applicable the United Kingdom, the European Union and its Member States, and the United Nations ("**Sanctions Laws**") related to the use of the Offerings. Buyer represents and warrants that none of Buyer or its directors, employees, contractors, agents, banking partners, Affiliates or Users: (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to the Specially Designated Nationals and Blocked Persons ("**SDN List**"), the OFAC Sectoral Sanctions Identifications List ("**SSI List**"); (b) organized under the laws of, physically located in, or ordinarily resident in jurisdictions subject to comprehensive sanctions or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or b) (collectively, "**Sanctioned Persons**"). Neither Buyer nor its Affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access, or benefit from the Offering; (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions laws, or (iii) export, re-export, or otherwise transfer the Offering for any purpose prohibited by Sanctions Laws. Buyer will not submit to the Offering any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("**FCPA**") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with all applicable anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this Section. Honeywell, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Buyer will provide reasonable assistance to Honeywell to complete such audit. Buyer's failure to comply with this provision will be deemed a material breach of the Agreement. Honeywell will obtain the export license when Honeywell is the exporter of record. Buyer must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the Offerings purchased, delivered, licensed or received from Honeywell. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval. Buyer will notify Honeywell immediately, in writing, of actual or reasonably suspected violations of this Section. Honeywell may suspend, or terminate the Agreement or any Order Form (or part thereof) or take other actions reasonably necessary to ensure full compliance with all applicable laws including the Sanctions Laws without Honeywell incurring any liability.

**14. Law, Dispute.** The Agreement and any dispute, controversy, difference or claim arising out of or relating to it ("**Dispute**") will be: (a) governed by the substantive laws as determined by the legal domicile of the contracting entities identified in the Order Form without regard to conflicts of laws principles, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto); and (b) resolved under the procedural rules in the forums indicated: (i) North, Central, South America: if the Honeywell contracting party is formed in any country in North, Central, or South America (including United States, Canada, Mexico, Brazil, etc.), the laws of the State of New York, USA, will govern, and Buyer hereby consents to the exercise of personal jurisdiction by the courts of the State of New York and waive any argument as to the appropriateness of such venue; (ii) China Bilateral: if both contracting parties are formed in The People's Republic of China (excluding Taiwan, Hong Kong and Macau), the laws of The People's Republic of China will govern and any Dispute will be submitted to the China International Economic Trade Arbitration Commission ("**CIETAC**") Shanghai Sub-Commission, for final and binding arbitration under CIETAC's arbitration rules in effect at the time of applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected by the Chairman of CIETAC; (iii) China Unilateral: if the Honeywell contracting party is formed in The People's Republic of China and Buyer's contracting party is formed elsewhere, then the laws of England and Wales will govern and any Dispute will be submitted to the Singapore International Arbitration Centre ("**SIAC**") for final and binding arbitration under SIAC's Arbitration Rules in effect at the time of applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected as set out by SIAC, with Singapore as the place of arbitration; (iv) Asia & Pacific Islands: if the Honeywell contracting entity is formed in Korea, Hong Kong, Malaysia, Singapore, Indonesia, Vietnam, Australia, or New Zealand, the laws of the country in which the Honeywell entity is formed will govern and any Dispute will be submitted to SIAC for final and binding arbitration under SIAC's Arbitration Rules in effect at the time of applying for arbitration, using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected as set out by SIAC, with the place of arbitration selected by Honeywell; (v) Unlisted: if the Honeywell contracting entity is formed in any other country, the laws of England and Wales will govern and any Dispute will be finally resolved by arbitration in accordance with the Rules for Arbitration of the International Chamber of Commerce ("**ICC**"), using three arbitrators, one each selected and appointed by the respective parties within 30 days of the arbitration request date and the third selected per ICC rules, with London, England, as the place of arbitration; (vi) SCC Data Transfers: if a Dispute relates to cross-border transfers of Personal Data from the European Economic Area, UK, or Switzerland pursuant to the Standard Contractual Clauses incorporated into the DPA, the laws of Ireland will govern and such Dispute will be resolved before the courts of Ireland, solely as it relates to the SCC data transfer. The language of all arbitrations under any subsection of this Section will be English. Judgment upon any award rendered by the arbitrators identified may be entered in any court having jurisdiction. Such award will be payable in the currency of the Agreement. Until the award is entered, either Party may apply to the arbitrators for injunctive relief and/or seek

from any court having jurisdiction, interim or provisional relief if necessary to protect their rights or property. The Parties' right to apply for judicial relief shall not be deemed incompatible with, or a waiver of, the Parties' agreement to arbitrate. Service of process shall be deemed effective if it is provided pursuant to the notice requirements in this Agreement, irrespective of local law.

**15. Audit.** Buyer will maintain complete, current, and accurate records documenting the location, access and use of the Offering. During the Term and for 2 years thereafter, Honeywell may: (a) require Buyer to send written certification of compliance with the terms and conditions of this Agreement within 30 days; and (b) upon reasonable notice, audit the Buyer's records and electronic logs to verify Buyer's access to and use of any Offerings and Buyer's compliance with the terms and conditions of this Agreement. Buyer may not take any steps to avoid or defeat the purpose of any such verification measures, and will cooperate with Honeywell to facilitate Honeywell's audit. If audit reveals underpayment, Buyer will promptly pay the underpaid fees and related maintenance and support fees. If underpayment is 5% or more of the Fees for the Offering in any 3-month period, Buyer will reimburse audit costs and audit-related expenses.

**16. Upgrades, Access.** Honeywell may make available updates or upgrades to the Offerings in its sole discretion, but has no obligation under this Agreement to do so and reserves the right to charge additional fees for new or improved features or functionality or discontinue the Offering. Honeywell reserves the right to make changes to the Offering design without obligation to make equivalent changes to any offerings previously supplied. In providing Offerings, Honeywell may perform some or all of its obligations remotely and need to access Buyer's IT systems (the "**Systems**") and Buyer will enable, and consents to, connectivity between Buyer's applicable Systems and Honeywell's corresponding IT platform(s).

**17. Miscellaneous.** Neither Party will be liable for breach of this Agreement caused by an event or circumstance that is beyond a Party's reasonable control and prevents it from performing its obligations (other than failure to pay), including shortages of or inability to obtain materials, equipment, components, any governmental action that prevents performance and labor strikes ("**FM Event**"). The affected Party may extend agreed time periods for performing its relevant obligations. If a FM Event is more than 180 days, either Party may terminate this Agreement upon written notice. The Agreement is the entire agreement, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by written agreement. Any rights and remedies provided in this Agreement are cumulative and in addition to, and not in lieu of, other rights and remedies available under law. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted. Buyer may not use Honeywell's trademarks, service marks or logos without Honeywell's prior written consent. Notices must be provided in English and in writing and will be effective upon three business days after sending it by reputable overnight courier. All notices to Sparta shall be provided to the address first listed below and addressed to: **ATTENTION: LEGAL DEPARTMENT**. All notices to Buyer shall be sent to the address first listed in the applicable Order Form that references this Agreement and addressed to the individual who signed such Order Form. If any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. The Parties are independent contractors of the other, and neither Party, nor any of their respective Affiliates, is an agent, partner or joint-venturer of the other Party for any purpose, or has the authority to bind the other Party. Honeywell may provide the Offering through subcontractors subject to remaining responsible for their performance. Honeywell may assign or transfer this Agreement, and assign its rights and delegate its obligations. Buyer may not, directly or indirectly, assign or transfer this Agreement, or assign its rights or delegate any of its obligations without Honeywell's prior written consent, and any attempt to do so will be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. If this Agreement is translated into any language other than English, the controlling version of this Agreement is the English language version even if other language versions are signed by the Parties. Any purchase orders provided by Buyer under this Agreement serve to identify the information referenced in this Agreement and shall not, in themselves, create any commitment binding upon the Parties. The words "including", "e.g.," or similar import, are not limiting or exclusive and will be deemed followed by "without limitation". Conflicts in the Agreement will be resolved by giving precedence as follows: (a) any document or clause that states its precedence is before other terms of the Agreement for its subject matter; (b) GTCs; and (c) Order Form. Sparta address for notice: Sparta Systems, Inc., 2000 Waterview Drive, Suite 300, Hamilton Township, New Jersey 08691 U.S.A.

## Appendix B

### SAAS TERMS

**1. SaaS.** These SaaS terms (the “**SaaS Terms**”) set out the terms and conditions applicable to the software-as-a-service, online or cloud-based service or feature made available by Honeywell (“**SaaS**”) as identified in the Order Form and form part of the Agreement. The SaaS Terms take precedence over other Agreement terms in relation to the SaaS. SaaS is an Offering under this Agreement.

**2. Use Rights.** Subject to Buyer’s compliance with the terms and conditions of this Agreement, Honeywell: (a) will provide Buyer access to the SaaS via means authorized and provided by Honeywell (which may include online portals or interfaces such as https, VPN or API); and (b) hereby grants Buyer a limited, non-transferable, non-exclusive, revocable non-sublicensable right and license to: (i) access and use the SaaS through such means; (ii) download, install, update or allow Honeywell to update (when applicable), and use software Honeywell provides solely in support of Buyer usage of the SaaS; and (iii) use Documentation (as defined below) for the SaaS as reasonably required in connection with the SaaS, in each case solely for Buyer’s internal business purposes (collectively, “**SaaS Use Rights**”). SaaS Use Rights continue for the period stated in the applicable Order Form, or if no duration is stated, for 12 months from the Effective Date. Order Forms may list metrics, including user number, data volume, sensors or other means to measure usage or fees (“**SaaS Usage Metrics**”). SaaS Use Rights are subject to SaaS Usage Metrics and any other restrictions in this Agreement. If Buyer or any Users exceed any SaaS Usage Metrics, (a) Honeywell will promptly invoice Buyer the Fees for the additional SaaS subscriptions to remedy the non-compliance and Buyer will pay Honeywell the Fees set forth in the invoice immediately; and (b) Honeywell may suspend Buyer’s access until Buyer pays all required Fees. Buyer, its employees and any party accessing the SaaS on Buyer’s behalf (“**Users**”) may exercise SaaS Use Rights if Buyer binds them to the terms of this Agreement. Buyer is responsible, and Honeywell has no liability, for Users compliance with this Agreement, and for any breach, act, or omission by them. Buyer may not resell SaaS Use Rights or permit third parties (except Affiliates or service providers) to be Users and may not make copies of the SaaS (except for back up), in each case except as agreed by Honeywell in writing. “**Documentation**” means the published Honeywell user manuals, guides, policies and instructions regarding the applicable HLSAS App that are made generally available by Honeywell to its HLSAS App customers as formal documentation of the use and operation of such HLSAS App and are posted by Honeywell in the HLSAS App, as such materials are updated by Honeywell from time to time.

**3. Accounts.** Buyer may be required to download an app, or visit a website, through which Buyer accesses the SaaS and sets up accounts including issuance or authentication credentials. In operating Buyer’s account Buyer and Users must: (a) maintain strict confidentiality of user names, passwords or other credentials; (b) assign accounts to unique individuals and not allow others to use Buyer’s credentials or access Buyer’s account, including sharing among multiple Users; (c) immediately notify Honeywell of any unauthorized use or breach of security or security incident related to Buyer’s account; (d) submit only complete and accurate information; (e) maintain and promptly update information if it changes; and (f) manage User access. Honeywell may use rights management features (e.g. lockout) to prevent unauthorized use.

**4. Acceptable Use.** Buyer will not (and will not authorize, encourage or cooperate with any third party to): (a) reverse engineer, modify, adapt, make machine code human readable or creating derivative works or improvements of the SaaS; (b) circumvent or interfere with the technical protections, security or operation (including disrupting, interacting in an unauthorized manner, probing, scanning or testing the vulnerability of security measures or misrepresenting transmission sources) of the SaaS; (c) perform competitive analysis (including benchmark testing) or create, train or improve a substantially similar product or service to the SaaS; (d) access or use of the SaaS in a manner that infringes another’s intellectual property rights; (e) employ the SaaS in hazardous environments or inherently dangerous applications, including any product, part, service or other application that could result in death personal injury requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; (f) employ the SaaS (or as a substitute for) a third-party monitored emergency notification system; (g) access or use the SaaS in a manner that would reasonably be expected to cause liability or harm to Honeywell or Honeywell’s customers; (h) employ the SaaS for critical control of environments, emergency situations, life safety or critical purposes; (i) upload to or use with the SaaS any technical data or software controlled under the International Traffic in Arms Regulations (ITAR) or other Export/Import Control Laws; (j) train any machine learning or artificial intelligence algorithm, software or system using the SaaS, any Know-how or Buyer Specific Data; (k) sublicense, distribute or otherwise make available any portion of the SaaS (including any functionality of the SaaS) to a third party; (l) use or provide Know-how or Buyer Specific Data (directly or indirectly) in relation to development of any offering that may compete with the SaaS or any offerings of Honeywell or its Affiliates. Any violation of the restrictions in this Section constitute a material breach of this Agreement.

**5. Set Up, Support.** Initial set up and configuration are provided if stated in the Order Form. Honeywell will manage, maintain and support the SaaS (“**SaaS Support**”) in accordance with the policies specified in the Order Form or, if none are specified, Honeywell will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make the SaaS available subject to scheduled downtime, routine and emergency maintenance. Except as expressly set out in this Agreement, Buyer is responsible for the connectivity required to use the SaaS and for maintaining the equipment and infrastructure that connects to the SaaS. Set up and SaaS Support excludes device or Third-Party App set up unless stated in the Order Form. Honeywell is not responsible or liable for issues, problems, latency, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of Honeywell’s control; (ii) cyberattack; (iii) public internet and communications networks; (iv) data, software, hardware, services, virtual machines, telecommunications, infrastructure or other equipment not provided by Honeywell, or acts or omissions of third parties Buyer retains; (v) Buyer’s and Buyer’s Users’ negligence or failure to use the latest version or follow Documentation; (vi) modifications or alterations not made by Honeywell; (vii) loss or corruption of data; (viii) unauthorized access via Buyer’s credentials; (ix) Buyer’s failure to use commercially

reasonable administrative, physical and technical safeguards to protect Buyer systems or data or follow industry-standard security practices; or (x) acts or omissions of Buyer, Users or other third parties Buyer retains, in breach of this Agreement. Honeywell reserves the right to modify the SaaS if such modification does not materially diminish the functionality of the SaaS. Honeywell may monitor Buyer's usage of the SaaS.

**6. Warranty.** Honeywell warrants to Buyer that during the Subscription Term the HLSAS App(s) will perform substantially in accordance with the applicable Documentation. In the event of a breach of the foregoing warranty, and as Buyer's sole and exclusive remedy and Honeywell's sole and exclusive obligation and liability, Honeywell shall either, at its option: (a) correct the non-conforming component of the HLSAS App; or (b) terminate the SaaS subscription(s) to the HLSAS Apps(s) and refund to Buyer any prepaid unused subscription Fees covering the remainder of the then-current Subscription Term.

**7. Suspension, Termination.** Honeywell may without liability immediately suspend Buyer's SaaS Use Rights without notice if Honeywell determines that Buyer or Users are or may be in violation this Agreement, pose a security threat or Buyer's use of the SaaS is likely to cause immediate and ongoing harm to Honeywell or others. During suspension, Buyer and Users will not have access to the SaaS and may be unable to access Input Data or Buyer Specific Data. Upon termination or expiry Buyer's SaaS Use Rights will expire and Buyer must cease use of the SaaS and delete all copies of SaaS Documentation and credentials. Buyer will remain responsible for all Fees Buyer has accrued. Within a reasonable period of time after receipt of Buyer's request made within 30 days after the effective date of expiry or termination, Honeywell will, to the extent technically practical and available as a generally available feature of the SaaS, provide a file of Buyer's Input Data and Buyer Specific Data in a commonly used format. Honeywell will have no other obligation to maintain or provide to Buyer Input Data or Buyer Specific Data and may thereafter, unless legally prohibited, delete all Buyer's Input Data and Buyer Specific Data in Honeywell's possession or control.

**8. Buyer Specific Data.** Unless agreed otherwise in writing by Honeywell or its Affiliates and Buyer or its Affiliates, Buyer owns and reserves all right, title and interest, including all intellectual property rights, in output data generated by the SaaS that identifies the Buyer or its Users ("**Buyer Specific Data**"). Buyer hereby grants to Honeywell a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use to use the Buyer Specific Data to develop, operate, improve and support Honeywell's products, services and offerings. Honeywell may use Buyer Specific Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer Specific Data is Buyer's Confidential Information (except if anonymized).

**9. Know-how.** Honeywell and its Affiliates and licensors own and reserve all right, title and interest, including all intellectual property rights: (i) in and to the SaaS and all derivative works, modifications and improvements of the SaaS; and (ii) in and to know-how and information (excluding Input Data and Buyer Specific Data) that is developed by Honeywell or its Affiliates by analyzing Input Data or Buyer Specific Data or generated via, or derived from, providing or supporting the SaaS ("**Know-how**"). The operation of the SaaS and Know-how is Honeywell's Confidential Information. Subject to Buyer's compliance with the terms and conditions of this Agreement (including acceptable use), Honeywell hereby grants to Buyer a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of SaaS Use Rights.

**10. Security.** Security is governed by policies in the Order Form or if none are specified: (a) Honeywell will use commercially reasonable administrative, physical and technical safeguards designed to protect Personal Data, Input Data and Buyer Specific Data and (b) follow the security practices, as set out in Honeywell's then-current applicable technical and organizational measures designed to project and secure the SaaS (the "**Security Practices**"). Buyer is solely responsible for costs or liability incurred due to unauthorized use or access through Buyer's or Users' account credentials or systems and for security of on-premises software and hardware.

**11. Third-Party Apps.** The SaaS may contain features designed to interoperate with applications, software or platforms provided by Buyer or a third party ("**Third-Party Apps**"). Buyer's use of a Third-Party App is subject to a separate agreement between Buyer and the relevant third party. Buyer grants Honeywell all rights necessary for Honeywell to facilitate interoperation between such Third-Party Apps and the SaaS. Honeywell does not warrant or support Third-Party Apps and cannot guarantee their continued security, availability or performance. Buyer's use of a Third-Party App may enable transfer of Input Data, Buyer Specific Data or Personal Data outside of the SaaS and Buyer is solely responsible any liability or loss relating to such transfer.

**12. Limitation.** LIABILITY FOR BREACH OF SECTION 2 (USE RIGHTS) OR 4 (ACCEPTABLE USE) ARE NOT SUBJECT TO THE LIMITATION ON LIABILITY SET OUT IN SECTION 10 OF THE GTCS.

**13. Disaster Recovery, Back up.** Honeywell maintains disaster recovery and business continuity plans to manage material loss or failure in the facilities, equipment or technologies used to provide the SaaS ("**Disaster Failure**"). Unless agreed otherwise in writing, Honeywell does not offer account recovery of data separately from that of any other customer and Honeywell is not responsible if backups fail, are incomplete, or could not be performed or Input Data or Buyer Specific Data is lost or damaged. In the event of Disaster Failure, Honeywell will use commercially reasonable efforts to restore to the most recently available backup. Honeywell's obligations set out in this Section are Honeywell's sole obligations, and Buyer's sole and exclusive remedy, for Disaster Failure.



## Appendix C

### PROFESSIONAL SERVICE TERMS

- 1. Professional Services.** These professional services terms (the “**Service Terms**”) set out the terms and conditions applicable to the Services identified in the Order Form and form part of the Agreement. The Services Terms take precedence over other Agreement terms in relation to the Services. The Services are an Offering under the Agreement.
- 2. Services.** “**Services**” are the services and/or maintenance and support obligations to be provided by Honeywell as specified in this Agreement, the Order Form and/or statement(s) of work as it may be amended or modified in accordance with the terms of this Agreement (“**SOW**”) and may include the supply or installation of Products and Software. To the extent accepted by Honeywell, each SOW and/or Order Form will include details as to the scope of Services or deliverables (“**Deliverables**”), as well as the specifications, schedule, requirements, and Fees, and these will form part of this Agreement. The Services will commence on the effective date provided in the SOW or Order Form and continue until the expiration date in the applicable SOW or Order Form, or upon completion of the final Deliverable or completion of the Services, unless earlier terminated under the Agreement or under the applicable SOW. Services will be performed between 8:00 a.m. and 4:30 p.m. during local working days unless stated otherwise in this Agreement or under the applicable SOW. Any overtime or other additional expense will be billed to and paid by Buyer.
- 3. Changes.** Any change to Service scope, including Deliverables, must be documented in a written change order to the applicable SOW or Order Form, executed by the Parties (“**Change Order**”). Buyer may be required to pay additional Fees and to adjust schedule as set forth in a Change Order. Honeywell may request a Change Order based on the receipt or discovery of information that Honeywell believes will cause a change to the Services, Fees, or schedule, and Buyer will have 5 business days to accept or reject the Change Order. Failure by the Buyer to timely reject will constitute acceptance of the Change Order. Honeywell will not be obligated to proceed with execution of the change prior to acceptance or deemed acceptance, except in the case of emergency.
- 4. Responsibilities.** Buyer will: (a) promptly perform its obligations identified in the applicable SOW or Order Form; (b) promptly provide all information reasonably required or useful for performance of the Services, including completion of the SOW or Order Form, prior to commencement of the Services, (c) designate a business contact and a technical contact to coordinate Buyer’s personnel and act as a liaison; (d) seek all consents and permits and provide all notices required in connection with the completion of the Services; and (e) provide Honeywell with access to Buyer’s systems and premises to the extent necessary during the performance of the Services. If Buyer fails to perform any of Buyer’s obligations, Honeywell will: (i) be excused from failure to perform any of Honeywell’s affected obligations under the Agreement; (ii) be entitled to a reasonable extension of time, and a reasonable reimbursement of additional costs or fees incurred as a result; and (iii) not be responsible for any liability arising from such failure. Honeywell is not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (A) conditions or events reasonably outside of Honeywell’s control; (B) cyberattacks; (C) public internet and communications networks; (D) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Honeywell, or acts or omissions of third parties Buyer retains; (E) Buyer and/or Buyer’s Users’ negligence or failure to use the latest version or follow published Documentation; (F) modifications or alterations not made by Honeywell; (G) loss or corruption of data; (H) unauthorized access via Buyer’s credentials; or (I) Buyer’s failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer’s systems or data or follow industry-standard security practices. Honeywell agree to use a reasonable degree of care regarding access to Buyer computer systems (if any) and will use commercially reasonable efforts to protect against the introduction of any computer virus. If Buyer or any party Buyer retains or controls, causes delay, Honeywell may reasonably adjust price, schedule and other affected terms.
- 5. Third Party Products.** Except as expressly stated in this Agreement, any third party products, software, hardware or services (“**Third Party Products**”) that Honeywell provides, installs or integrates as part of the Services, 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 Buyer. Honeywell has no liability with respect to the performance of such Third Party Products.
- 6. IP.** Buyer grant to Honeywell a royalty-free, sublicensable, non-exclusive license during the Term to Buyer intellectual property needed to perform the Services. Buyer warrants that it has secured all necessary rights (including rights to sublicense) and licenses to third party software and/or intellectual property necessary for Honeywell to perform the Services. Honeywell owns all intellectual property rights in and to Honeywell’s preexisting intellectual property and all intellectual property rights created or developed in the course of providing the Services or any Deliverable (but excluding Input Data). Subject to full payment for the Services and the terms of this Agreement, Honeywell grants Buyer a nonexclusive, perpetual, worldwide, non-assignable, non-sublicensable and non-transferable license to access and use the Deliverables solely for Buyer’s internal business purposes; provided that all such Deliverables shall continue to be Honeywell Confidential Information.
- 7. Warranty.** Honeywell warrants that, during the period of performance and for 30 days thereafter, the Services hereunder will be performed in a competent, professional, and workmanlike manner by personnel of adequate training and experience. Buyer’s sole remedy for any breach of this warranty is that Honeywell will, at Honeywell’s option, re-perform nonconforming the Services or refund the portion of Fees paid attributable to the nonconforming the Services if Buyer notifies Honeywell during the warranty period. Re-performed Services are warranted for the remainder of the original warranty period. Unless provided otherwise in writing, any software provided as part of the Services is provided on an as-is basis.
- 8. Non-solicitation.** Except to the extent such restriction is prohibited under applicable law, Buyer will not solicit, nor enter in a consulting relationship with, any Honeywell employee who is involved in performing Services within twelve (12) months

after such person has completed their involvement unless such person responds to a general recruitment advertisement or campaign.

**9. Assumptions.** Unless otherwise expressly agreed in this Agreement, references to standards or codes are intended to refer the latest relevant editions or revisions. The pricing breakdowns listed herein, if any, are for accounting purposes only and should not be considered as stand-alone prices. All buyout items or labor included herein are subject to change at the time Honeywell places the order with the applicable vendors. Any adjustment in price and/or lead time will be reflected in a Change Order. Any references to testing obligations herein do not include any additional testing over and above that expressly defined herein. Honeywell is applying and integrating its offerings in accordance with the specifications, drawings, and functional sequences provided by Buyer in the tender documents. Buyer is responsible for any and all works not expressly described herein, or within subsequent duly executed Change Orders. Honeywell may, during its contracted work, rely on estimates, audits, and surveys conducted by Buyer, its Affiliates, or subcontractors. Buyer warrants the accuracy of such information and further accepts responsibility for any costs arising out of the provision to Honeywell of inaccurate data or information. Buyer is responsible for the work product and methods of their chosen subcontractors.

**10. Health and Safety.** Buyer will maintain a safe site for performance of the Services in compliance with any protocols and applicable law and will notify Honeywell of any conditions making the performance of the Service unsafe at or near the worksite. Buyer represents that, unless otherwise expressly stated in this Agreement, it has not retained Honeywell to discover, prevent or remediate unsafe conditions. If Honeywell becomes aware of any unsafe conditions, Honeywell may: (a) suspend the Service until the worksite is made safe by Buyer or a third party on Buyer's behalf and at Buyer's expense; (b) terminate this Agreement or any Order Form or SOW; and/or (c) if Buyer has not fully remediated the unsafe conditions within 60 days of discovery, claim any damages resulting from the unsafe conditions.

**11. Subcontractors.** Any subcontractors performing Services shall have all licenses or other accreditations required by applicable law and shall either be covered by Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under this Agreement. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any subcontractor with respect to the Offerings to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

**12. Insurance.** Buyer will provide and maintain insurance policies throughout this Agreement with carriers with a minimum "A -, X" by AM Best or equivalent rating agency. Such policies will (A) have the following limits: (i) Workers' compensation insurance as required by law for all employees; and Employer's Liability insurance in an amount not less than \$1,000,000 per accident/per employee. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Buyer is domiciled; (ii) Commercial general liability insurance, on an occurrence basis, including premises, products/completed operations, personal injury, and contractual liability, at a minimum combined single limit for bodily injury and property damage of \$5,000,000 per occurrence and in annual aggregate; (iii) Business automobile liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in the performance of the work with a combined single limit for bodily injury and property damage of \$5,000,000 per occurrence; (iv) "All Risk" Property and/or Cargo Insurance covering all of Buyer's equipment, property and tools used in the services and property which is subject to the risk of loss provision (Shipping Terms, Title, and Risk of Loss) outlined in this Agreement. Such insurance shall cover all property at full replacement value; (v) Professional Liability Insurance with a minimum limit of \$5,000,000 per claim providing coverage for Buyer's errors and omissions in connection with the performance of Buyer's services during and for a period of at least three years after completion of said services; (vi) Professional liability including technology errors & omissions insurance with a minimum limit of \$5,000,000 per claim providing coverage for errors, omissions, or negligence in connection with the performance of Buyer's professional/technology based services or the failure of a technology product provided by Supplier to perform as intended, for a period of at least five (5) years after completion of said services or usable life of the product. The Professional liability coverage required shall also include cyber liability coverage with computer network security liability and privacy liability coverage; (vii) Environmental Impairment/Pollution Legal Liability Insurance including coverage for contractual liability assumed in this Agreement with limits of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate; and (viii) it is the responsibility of the Buyer to carry any other insurance required by law in the territory, state or jurisdiction where services provided in this Agreement are to be performed; (B) require the carrier to notify Honeywell at least 30 days prior to any expiration or termination; and (C) name Honeywell as an additional insured.