Honeywell's terms and conditions are as follows:

**TERMS AND CONDITIONS**

1. **Acceptance and Agreement**
   - The terms and conditions of this Agreement are accepted by Buyer when Buyer signs and returns the Agreement to Honeywell. Alternatively, Buyer may purchase Honeywell’s products by placing an order with Honeywell. In all cases, any terms or conditions in Buyer’s purchase order or other written communication which conflict with or modify Honeywell’s terms and conditions are hereby rejected by Honeywell.

2. **Sales of Software**
   - Any sale of Honeywell products or services shall be for the purpose of allowing Buyer to use or run the software on information processing equipment owned or licensed by Buyer and operated by Buyer.

3. **ORDERS**
   - Orders may be placed at any time, then Honeywell may at its discretion suspend production, shipment, or delivery; modify or cancel orders; or accept orders at a different price, if necessary. Honeywell shall not be responsible for delays in performance pursuant to this Section 3.ORDERS.

4. **CANCELLATION**
   - Buyer may cancel orders provided that Buyer returns all items in the order and all payments made under this Agreement or any other agreement with Buyer. No acceptance of Buyer’s cancellation will be taken unless Buyer is in writing. Honeywell shall have the right to retain any amounts paid to Buyer or Buyer’s agent as liquidated damages for breach of contract.

5. **PAYMENT TERMS**
   - Payment must be made in full in accordance with the terms set forth by Honeywell. Honeywell reserves the right to require a deposit or payment in advance of delivery, and other or additional terms of payment may be attached to any purchase order. Buyer agrees to pay a service fee of $500 for each invoice in its entirety. Any invoice not paid in full within thirty (30) days of the invoice date shall bear interest at the rate of 1% per month until paid in full.

6. **SHIPPING AND DELIVERY**
   - Honeywell will invoice the Buyer through a revised or separate invoice, and Buyer agrees to pay for all amounts due within thirty (30) days of receipt of said invoice. Honeywell will not be responsible for delays in delivery or other terms of delivery, and Buyer agrees to indemnify and hold Honeywell harmless from any claims made against Honeywell for damages resulting from such delays or other terms.

7. **TAXES**
   - All taxes, duties, and similar charges are paid by Buyer, except as otherwise specified in this Agreement.

8. **TRADE SECRETS AND CONFIDENTIAL INFORMATION**
   - Buyer agrees to hold in strict confidence all Honeywell information, including, but not limited to, trade secrets, knowledge, data, know-how, and technical information. Buyer agrees not to disclose any such information to any third party or use it for any purpose other than the use intended by Honeywell.

9. **WARRANTIES**
   - honeywell warrants to Buyer that the Products will be free from defects in material and workmanship as provided in the applicable literature at the time of sale. Buyer is responsible for the return of any defective products or parts to Honeywell. Buyer agrees to provide all necessary information to assure proper return and inspection.

10. **LICENSING**
    - Any software provided by Honeywell shall be licensed to Buyer for the purposes stated in the applicable software license agreement. Buyer shall not copy or distribute the software or any copies thereof in any form or manner, except as permitted by the applicable software license agreement.

11. **LIMITATION OF LIABILITY**
    - honeywell shall not be liable for any breach of contract, tort, or other claim based on negligence, breach of warranty, or any other legal theory, including but not limited to, an accident, injury, property damage, or loss of use due to any act or omission of honeywell. In no event shall honeywell be liable for any incidental, consequential, special, or punitive damages.

12. **LIMITATION OF REMEDIES**
    - honeywell's liability for all damages arising out of or related to this Agreement shall be limited to the amount paid by Buyer to honeywell on the contract date for the products or services ordered under this Agreement.

13. **INDEMNIFICATION**
    - Buyer shall indemnify and hold honeywell harmless from any claims, damages, losses, or expenses arising from the use of or related to the Products, including, but not limited to, any injury or damage to property or persons caused by the Products.

14. **TRADEMARKS**
    - Buyer agrees to use honeywell's trademarks and logos in accordance with honeywell's guidelines and instructions. Buyer shall not modify, alter, or change in any manner the honeywell trademarks or logos.

15. **INTELLECTUAL PROPERTY**
    - Buyer agrees to comply with all applicable intellectual property laws and regulations, including, but not limited to, copyrights, trademarks, patents, and trade secrets. Buyer shall not reverse engineer, decompile, or disassemble any software provided by honeywell.

16. **GOVERNMENT REQUIREMENTS**
    - honeywell shall not be responsible for any costs related to any government regulations, including, but not limited to, export, import, or customs requirements.

17. **GENERAL**
    - This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding shall be brought in a court of competent jurisdiction in Travis County, Texas, and Buyer agrees to submit to the exclusive jurisdiction of such court.

18. **DISPUTE RESOLUTION**
    - Any dispute arising out of or related to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties.

19. **SURVIVAL**
    - The provisions of this Agreement governing confidentiality, indemnification, and limitations of liability shall survive the termination of this Agreement.

20. **ECONOMIC SANCTIONS**
    - Buyer represents and warrants that it is not and will not be an individually designated national, foreign terrorist organization, or government of any country, and that it is not and will not be providing any financial support to any such entity.

21. **ATTORNEY'S FEES**
    - In the event of any legal action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

22. **ENTIRE AGREEMENT**
    - This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties.

23. **GOVERNMENT REGULATIONS**
    - Buyer agrees to comply with all applicable government regulations, including, but not limited to, export, import, and customs requirements.