

- 1. Applicability.** Purchase orders placed by Company (“Order”) for the purchase of: (a) products, including without limitation, end items, line replaceable units and components thereof and those returned for repair, overhaul, or exchange (collectively referred to as “Products”) or, (b) services to support a defined customer requirement (“Services”) will be governed solely by these conditions of sale (“Agreement”), unless and to the extent that a separate contract is executed between Company and Honeywell. Company is defined as the procuring party and Company and Honeywell are collectively referred to as the “Parties” and individually as a “Party.” This Agreement will apply to all Orders for Products or Services whether or not this Agreement is referenced in the Order. In the event a separate contract incorporating this Agreement is executed between the Parties, where applicable, references to “Order” within this Agreement may refer to the contract between the Parties.
- 2. Purchase Orders.** Orders are non-cancelable, including any revised and follow-on Orders, and will be governed by the terms of this Agreement. Orders will specify: (a) Order number, (b) Honeywell’s Product part number or quotation number as applicable, including a general description of the Product; (c) requested delivery dates; (d) applicable price; (e) quantity; (f) location to which the Product is to be shipped; and (g) location to which invoices will be sent for payment. Purchase orders are subject to acceptance by Honeywell. Honeywell’s acknowledgment of receipt of an Order will not constitute acceptance. Any Orders provided under this Agreement are for the purpose of identifying the information in (a) through (g), above. Unless expressly agreed to in writing by Honeywell, any terms conflicting with the terms of this Agreement will not apply and any terms or conditions attached to or incorporated in such Orders will have no force or effect.
- 3. Delivery.** Delivery terms are EX Work site except that Honeywell is responsible for obtaining the export license. Company is responsible for all duties, taxes, and other charges payable upon export. Honeywell will schedule delivery in accordance with its standard lead time unless the Order states a later delivery date or Honeywell otherwise agrees in writing. If Honeywell prepays charges for transportation or any special routing, packing, labelling, handling, or insurance requested by Company, Company will reimburse Honeywell upon receipt of an invoice for those charges. Title will pass to Company upon delivery in accordance with the delivery terms set forth above.
- 4. Acceptance.** (a) **Products:** Products are presumed accepted unless Honeywell receives written notice of rejection from Company explaining the basis for rejection within 30 calendar days after delivery. Company must disposition rejected Product in accordance with Honeywell’s written instructions. Honeywell will have a reasonable opportunity to repair or replace rejected Products, at its option. Subject to the terms of the article titled “Taxes”, Honeywell assumes shipping costs in an amount not to exceed actual reasonable direct freight charges to Honeywell’s designated site for the return of properly rejected Products. Company will provide copies of freight invoices to Honeywell upon request. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection. (b) **Services:** Company will inspect Services within 10 calendar days after delivery or completion of Services, as applicable. Services will be deemed accepted unless Honeywell receives written notice of rejection explaining the basis for rejection within such time. Honeywell will be afforded a reasonable opportunity to correct or re-perform rejected Services, which shall be Company’s sole and exclusive remedy for unaccepted Services by Company. Company further agrees that partial or beneficial use of the work by Company prior to final inspection and acceptance will constitute acceptance of the work under this Agreement. If Honeywell reasonably determines that rejection was improper, Company will be responsible for all expenses caused by the improper rejection.
- 5. Changes.** Honeywell may, without notice to Company, incorporate changes to Products that do not alter form, fit, or function. Honeywell may, at its sole discretion, also make such changes to Products previously delivered to Company.

Company may request changes to the scope of this Agreement subject to written acceptance by Honeywell. Honeywell will inform Company if the change causes a price modification or a schedule adjustment. The change will be effective, and Honeywell may begin performance upon the Parties’ authorized signature of the change order.
- 6. Prices.** All purchase orders with price deviations or promotional pricing require the appropriate promotion or deviation code. Any purchase orders with price discrepancies that do not contain a promotion or price deviation code will receive a price discrepancy notice from Honeywell Customer Care for resolution. Company will have 48 hours to provide an updated purchase order or accept Honeywell’s pricing (in

writing); otherwise, the purchase order line and/or purchase order will be cancelled. Please refer to the Honeywell Price List or Pricing Portal (or consult your Honeywell representative for your specific codes). Prices, terms, conditions, and Product or Service specifications are subject to change without notice. However, Honeywell will endeavor to give at least thirty (30) days written notice of any changes. Pricing is subject to immediate change upon announcement of product obsolescence. All orders placed after notice of product obsolescence are noncancelable and nonreturnable. Honeywell reserves the right to monitor Company's orders during the period between notification of and the effective date of the price increase; if Company's order volume during that time period is more than five percent (5%) higher than forecasted or historic purchases, then Honeywell reserves the right to charge the increased price on the excess orders. For orders placed but not yet delivered, including orders on backlogged or long lead-time Products or Services, prices are subject to adjustment in Honeywell's sole discretion once during each sixty (60) day period following the purchase order date until such order is delivered in full.

Honeywell may, from time to time and in its sole discretion, issue surcharges on new and existing orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Honeywell will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

7. Payments. Unless Company has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Company, has been

approved for credit terms, payment for that order will be due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Company in writing. Honeywell will determine in its sole discretion if Company qualifies for credit terms. If credit terms are granted, Honeywell may change Company's credit terms at any time in its sole discretion and may, without notice to Company, modify or withdraw credit terms for any order, including open orders. Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice. Payments must be made in U.S. Dollars currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Company's order number, Honeywell's invoice number and amount paid per invoice; Company agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the "Remit To" field on each invoice. If Company makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within 7 calendar days, Honeywell may set off such unapplied cash amount against any Company past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Company without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

If Company is delinquent in payment to Honeywell, Honeywell may at its option: **(a)** withhold performance until all delinquent amounts and late charges, if any, are paid; **(b)** repossess Products or software for which payment has not been made; **(c)** assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; **(d)** recover all costs of collection, including but not limited to reasonable attorneys' fees; and **(e)** combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to those available at law or in equity. Honeywell may re-evaluate Company's credit standing at any time and modify or withdraw credit. **Company may not set off any invoiced amounts against sums that are due from Honeywell.**

8. Setoff. Company will not set off or recoup invoiced amounts

or any portion thereof against sums that are due or may become due from Honeywell, its parents, affiliates, subsidiaries or other divisions or units.

- 9. Warranty. (a) Products.** Honeywell warrants that at time of shipment to Company its Products will comply with applicable Honeywell drawings and for a period of 12 months after shipment of the Products will be free from defects in workmanship and material.

Experimental goods (which may be designated by the letter "X" or "E" beginning their part number identification) or unreleased or beta software are prototype, pre-production items that have yet to complete all phases of release testing; these goods are sold "AS IS" WITH NO WARRANTY, and to the maximum extent permitted by applicable law, Honeywell excludes all conditions, warranties and representations, whether express or implied regarding these goods.

This warranty runs to the Company, its successors, assigns, and customers. Products that are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors) are not covered under this warranty. "Nonconformance" means failure to operate due to defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance do not constitute Nonconformance. "Product" means end items, line replaceable units and components thereof, including those returned for exchange. Company must notify Honeywell in writing during the warranty period of a Nonconformance and, within 30 calendar days of discovery of the Nonconformance, disposition the Product in accordance with Honeywell's written instructions. Honeywell's obligation and Company's sole remedy under this warranty is repair or replacement, at Honeywell's election, of any Product Nonconformance. All Products repaired or replaced are warranted for the unexpired portion of the original warranty period. Honeywell assumes round trip shipping costs for nonconforming Products in an amount not to exceed actual reasonable direct freight charges to and from Honeywell's nearest warranty repair site for such Products. Company will provide copies of freight invoices to Honeywell upon request. Round trip shipping costs expressly exclude freight forwarding, taxes, duties, and tariffs. The Party initiating shipment will bear the risk of loss or damage to Products in transit. If Honeywell reasonably determines that a Nonconformance does not exist, Company will pay all expenses related to the improper return including, but not limited to, analysis and shipping charges. Honeywell will not be liable under this warranty if the Product has been exposed or subjected to any: (1) maintenance, repair,

installation, handling, packaging, transportation, storage, operation, or use that is improper or otherwise not in compliance with Honeywell's instruction; (2) alteration, modification, or repair by anyone other than Honeywell or those specifically authorized by Honeywell; (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Company; (4) damage caused by failure of a Honeywell supplied Product not under warranty or by any hardware or software not supplied by Honeywell; or (5) use of counterfeit or replacement parts that are neither manufactured nor approved by Honeywell for use in Honeywell's manufactured Products. Honeywell has no obligation under this warranty unless Company maintains records that accurately document operating time, maintenance performed, and the nature of the unsatisfactory condition of Honeywell's Product. Upon Honeywell's request, Company will give Honeywell access to these records for substantiating warranty claims. (b) **Services.** Honeywell warrants that Services will comply with the requirements stated in this Agreement. This warranty is valid for 90 days from the date Services are performed. Honeywell's obligation and Company's sole remedy under this warranty is to correct or re-perform defective Services, at Honeywell's election, if Company notifies Honeywell in writing of defective Services within the warranty period. All Services corrected or re-performed are warranted for the remainder of the original warranty period. (c) **Disclaimer.** THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

- 10. Recommendations.** Any recommendations or assistance provided by Honeywell concerning the use, design, application, or operation of the goods shall not be construed as conditions, representations, or warranties of any kind, express or implied, and such information is accepted by Company at Company's own risk and without any obligation or liability to Honeywell. It is Company's sole responsibility to determine the suitability of the goods for use in Company's application(s). The failure by Honeywell to make

recommendations or provide assistance shall not give rise to any liability to Honeywell.

11. Excusable Delay or Nonperformance. Except for payment obligations, neither Party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing Party and may include but is not limited to: **(a)** delays or refusals to grant an export license or the suspension or revocation thereof; **(b)** any other acts of any government that would limit a Party's ability to perform under this Agreement; **(c)** fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God; **(d)** epidemics, pandemics, quarantines or regional medical crises; **(e)** shortages or inability to obtain materials, equipment, energy, or components; **(f)** labor strikes or lockouts; and **(g)** riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); **(h)** inability or refusal by Company's directed third party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the products or services to be provided by Honeywell under this Agreement. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing Party is actually delayed, or for any other period as the parties may agree in writing. Notwithstanding the prior sentence, quantities affected by this force majeure clause may, at the option of Honeywell, be eliminated from the Agreement without liability, but the Agreement will remain otherwise unaffected.

When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell's internal use.

12. Termination. Either Party may terminate this Agreement and any or all unperformed orders arising out of or related to this Agreement, by giving written notice to the other Party upon the occurrence of any of the following events: **(a)** the other Party materially breaches this Agreement and fails to remedy the breach within 60 calendar days after receipt of written notice that specifies the grounds for the material breach; **(b)** the other Party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or **(c)** any insolvency or suspension of the other Party's operations or any petition filed or proceeding

made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings. Termination does not affect any debt, claim or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either Party may be entitled to under this Agreement or in law or equity.

Honeywell may suspend or terminate performance under this Agreement at Company's expense if Honeywell determines that performance may cause a safety, security, or health risk.

13. Applicable Law and Dispute Resolution.

These terms and conditions will be governed the Laws and Regulations of Japan, without regard to conflicts of law principles. Honeywell and Company expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. Any dispute or controversy arising out of or in connection with this Terms and Conditions shall be subject to exclusive and binding arbitration by the of Japan Commercial Arbitration Association in accordance with its Rules of Japan Commercial Arbitration Association then in effect. The proceeding shall take place in Tokyo, Japan and in the English language. Each party shall equally bear the administrative costs and fees incurred by such proceeding. Any arbitral award rendered under this clause may be entered in any competent court and either party may apply to such court for judicial recognition of that award and an order of enforcement as the law of such jurisdiction may require and allow. Each of the Parties hereto agrees that any judgment upon an arbitral award rendered against it hereunder may be executed against its assets in any jurisdiction.

14. Limitation of Liability. IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF, OR IS OTHERWISE AWARE OF, THE POSSIBILITY OF ANY SUCH DAMAGES AND/OR CLAIMS. THE EXCLUSION OF SUCH DAMAGES AND/OR CLAIMS SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY ARISING FROM THE PURCHASE

AND/OR THESE TERMS AND CONDITIONS. HONEYWELL'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO CASE EXCEED THE CONTRACT PRICE FOR THE SPECIFIC GOODS THAT GIVE RISE TO THE BREACH. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE EXCLUSIONS AND LIMITATIONS ON DAMAGES SHALL APPLY REGARDLESS OF HOW THE LOSS OR DAMAGE MAY BE CAUSED AND AGAINST ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY.

15. Nondisclosure and Non-Use of Information.

"Proprietary Information" means: (a) any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, that is clearly identified as being confidential, proprietary or a trade secret; (b) business related information including but not limited to pricing, manufacturing, or marketing; (c) the terms and conditions of any proposed or actual agreement, between the parties or their affiliates, (d) either Party's or its affiliates' business policies, or practices; and (e) the information of others identified as confidential, proprietary or a trade secret that is received by either Party under an obligation of confidentiality.

The receiving Party will keep all Proprietary Information disclosed confidential for 10 years following the expiration, termination or completion of the work of this Agreement whichever period is longer. Each Party will retain ownership of its Proprietary Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either Party or its customer, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of the other Party, notwithstanding the expiration of the confidentiality obligations stated in this clause. Honeywell agrees to use the Proprietary Information of Company only to provide products or services for Company from Honeywell and not from any other source. Company will not use or disclose Honeywell's Proprietary Information for any other purpose.

The receiving Party has no duty to protect information that is: (1) known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient; (2) known to recipient at the time of disclosure through no wrongful act of recipient; (3) received by recipient from a third party without restrictions similar to those in this clause; or (4) independently developed by recipient without use of or

reference to the disclosing Party's Proprietary Information.

If the receiving Party is required to disclose Proprietary Information pursuant to applicable law, statute, regulation, or court order, the receiving Party will give the disclosing Party prompt written notice of the request to provide a reasonable opportunity to object to the disclosure in order to secure a protective order or appropriate remedy.

Each Party acknowledges and agrees that if it breaches any obligations of this Non-Disclosure And Non-Use Of Proprietary Information clause, the other Party may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy and that, in addition to all other remedies that the non-breaching Party may have, the non-breaching Party shall be entitled to: (i) seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching Party; and (ii) enforce this Non-Disclosure And Non-Use Of Proprietary Information clause. The breaching Party waives all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and any requirement for the securing or posting of any bond in connection with such remedy.

16. Indemnity Against Patent and Copyright Infringement.

Honeywell will defend Company against any suit arising out of any actual or alleged patent or copyright infringement of a valid United States patent or copyright, to the extent based on the Product as delivered by Honeywell, and indemnify for any final judgment assessed against Company resulting from such suit provided that Company notifies Honeywell in writing promptly after Company is apprised of the third-party claim, and Company agrees to give sole and complete authority, information and assistance (at Honeywell's reasonable expense) for the defense and disposition of the claim.

Honeywell will not be responsible for any compromise or settlement made without Honeywell's prior written consent. Because Honeywell has sole control of resolving infringement claims hereunder, in no event will Honeywell be liable for Company's attorney fees or costs.

Honeywell will have no liability or obligation to defend and indemnify Company to the extent FAR 52.227-1 "Authorization and Consent" applies to Company's prime or higher-tier contract for infringement of a United States patent and Company is not subject to any actions for claims, damages, losses, costs and expenses, including reasonable attorneys' fees by a third party.

Honeywell will have no liability or obligation to defend and indemnify Company with respect to claims of infringement arising out of or based on: (a) Products supplied pursuant to Company's designs, drawings or manufacturing specifications; (b) "Products used other than for their ordinary intended purpose as documented in the Product documentation; (c) any combination of the Product with any article or service not furnished by Honeywell; (d) use of other than the latest version of software Product released by Honeywell; (e) any modification of the Product other than a modification by Honeywell; or (f) damages based on a theory of liability other than infringement by the Product.

Further, Company agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Company as set forth in this "Indemnity Against Patent and Copyright Infringement" article for any claim against Honeywell based upon a claim of infringement resulting from (a), (b), (c), (d), (e), or (f) of the preceding paragraph.

If a claim of infringement is made, or if Honeywell believes that such a claim is likely, Honeywell may, at its option, and at its expense: (1) procure for Company the right to continue using the Product; or (2) replace or modify the Product so that it becomes non-infringing; or (3) accept return of the Product or terminate Company's license to use the infringing Product in the case of a software Product and grant Company a credit for the purchase price or license fee paid for such Product, less a reasonable depreciation for use, damage, and obsolescence. Further, Honeywell may cease shipping infringing Products without being in breach of this Agreement.

If the final judgment assessed against Company is based on the revenue generated from the use of the Product, as opposed to from the sale of the Product by Honeywell to Company (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 Company to Honeywell for the Product that gave rise to the claim.

Any liability of Honeywell under this "Indemnity Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" article of this Agreement.

This "Indemnity Against Patent and Copyright Infringement" article states the Parties' entire liability, sole recourse and their exclusive remedies with respect to patent and copyright infringement claims. All other warranties against

infringement or misappropriation of any intellectual property rights, statutory, express or implied are hereby disclaimed.

17. Software License. "Licensed Software" means software, including all related updates, changes, revisions and documentation, if any, that Company is entitled to use under the terms of this Agreement, and which is not subject to a separate software license between the parties. License. Subject to Company's compliance with the terms of this Agreement, Honeywell grants to Company and Company accepts a nontransferable, nonexclusive license, without the right to sublicense, to use the Licensed Software in the ordinary and normal operation of the Product on which it is installed or with which it is intended to be used under this license. (a) **Ownership.** Honeywell (and its licensor(s), if applicable) retains all title to the intellectual property related to all material and Licensed Software provided under this Agreement, all of which are owned by Honeywell, or its licensor(s), are protected by copyright laws, and are to be treated like any other copyrighted material. (b) **Transfer of Licensed Software.** Company may transfer its license to use the Licensed Software and all accompanying materials to a third party only in conjunction with Company's sale of any Honeywell or Company product on which the Licensed Software is installed or with which it is used. Company is to retain no copies. Company's transfer of the Licensed Software as authorized herein must be under terms consistent with and no less stringent than the terms set forth in this Agreement. Except as specifically permitted in this Agreement, the Licensed Software may not be sublicensed, transferred or loaned to any other party without Honeywell's prior express written consent. (c) **Copies.** Unless specifically authorized by Honeywell in writing, Company is prohibited from making copies of Licensed Software except for backup purposes. Company will reproduce and include all Honeywell proprietary and copyright notices and other legends both in and on every copy made. (d) **Protecting Integrity.** Company may not directly or indirectly make any effort to deconstruct the Licensed Software, including, but not limited to: translating, decompiling, disassembling, reverse assembling, reverse engineering, creating derivative works or compilations, or performing any other operation to obtain any portion of its contents. Company will take all reasonable actions necessary to prevent unauthorized access, disclosure or use of the Licensed Software. (e) **Negation of Other Licenses.** Except as expressly granted herein, no license or right, including sublicensing rights, either expressly, implicitly, by estoppel, conduct of the parties, or otherwise, is granted by Honeywell to Company.

18. Special Tooling and Data. Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps,

special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under this Agreement. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Company. Any transfer of title to Special Tooling does not include transfer of Honeywell's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.

- 19. Export.** Company is responsible for compliance with all applicable import and export control laws and regulations. Honeywell will obtain the export license when Honeywell is the exporter of record. Company 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 Products, technology, software, services and technical data purchased, delivered, licensed or received from Honeywell. Company will retain documentation evidencing compliance with those laws and regulations. Honeywell will not be liable to Company for any failure to provide Products, Services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including: **(a)** the failure to provide or the cancellation of export or re-export licenses; **(b)** any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Honeywell's performance; or **(c)** delays due to Company's failure to follow applicable import, export, transfer, or re-export laws and regulations.

If Company designates the freight forwarder for export shipments from the United States, then Company's freight forwarder will export on Company's behalf and Company will be responsible for any failure of Company's freight forwarder to comply with all applicable export requirements. Honeywell will provide Company's designated freight forwarder with required commodity information. Company is aware that U.S. export law may impose restrictions on Company's use of the goods, services, or technical data, or on their transfer to third parties. Company will immediately notify Honeywell and cease distribution activities with regard to the transaction in question if Company knows or has a reasonable suspicion that the products, technical data, plans, or specifications may be redirected to other countries in violation of export control laws.

Company may not sell, transfer, export or re-export any Honeywell Products, services or technical data for use in activities that involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Honeywell's Products, services or technical data in any site that engages in activities relating to such weapons or missiles. Unless otherwise expressly agreed to in writing by Honeywell, Honeywell's Products, services or technical data may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

- 20. Taxes.** Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Company will pay all Taxes resulting from this Agreement or Honeywell's performance under 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 on any transaction under this Agreement, then in addition to the purchase price, Honeywell will invoice Company for such Taxes unless at the time of order placement, Company furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes. In no event will Honeywell be liable for Taxes paid or payable by Company. This clause will survive expiration or any termination of this Agreement.
- 21. Notices.** Every notice between the parties relating to the performance or administration of this Agreement will be made in writing and, if to Company, to Company's authorized representative or, if to Honeywell, to Honeywell's authorized representative. All notices required under this Agreement will be deemed received either: **(a)** two calendar days after mailing by certified mail, return receipt requested and postage prepaid; **(b)** one business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving Party; or **(c)** if sent by e-mail, upon receipt of a non-automated response from the receiving Party confirming receipt of the notice. All non-electronic notices must be addressed as follows: HONEYWELL SENSING AND INTERNET OF THINGS, 830 E. Arapaho Rd., Richardson, TX 75081, Attn: General Counsel.
- 22. Sanctions.** Buyer represents, warrants, and agrees that:

(i) Buyer is not a “Sanctioned Person,” meaning any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (“SDN List”), the OFAC Sectoral Sanctions Identifications List (“SSI List”), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) (“Sanctioned Jurisdictions”); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.

(ii) Relating to all transactions involving Honeywell under these terms and conditions, Buyer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations (“Sanctions Laws”). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws. Buyer is responsible for screening and ensuring all end users or other third parties are not Sanctioned Persons. Buyer is responsible for flowing down the obligations of this clause to all end users and/or other third parties, as applicable.

(iii) Buyer will not sell, export, re-export, divert, use, or otherwise transfer, any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Law.

(iv) Buyer’s or any end user’s or other third party’s failure to comply with this provision will be deemed a material breach of these terms and conditions, and Buyer will notify Honeywell immediately if Buyer, any end user, or other third party violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

23. General Provisions. (a) **Assignment.** Neither Party will assign any rights or obligations under this Agreement without the advance written consent of the other Party, which consent will not be unreasonably withheld or delayed except that either Party may assign this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this clause will be void. (b) **Commercial Use.** Company represents and warrants that any

technical data or software provided by Honeywell to Company under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell.

(c) **Counterparts.** This Agreement may be signed in counterparts (including faxed and any electronic or digital format), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement. (d) **Headings and Captions.**

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement. (e) **Publicity.** Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates’ publicly-traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this article for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. (f) **Relationship of Parties.** The Parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither Party has the right to bind or obligate the other. (g) **Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Company’s remedy will be a refund of the price paid. (h) **Severability.** If any provision or portion of a provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected. The Parties may agree to replace the stricken provision with a valid and enforceable provision. (i) **Subcontractors.** Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations. (j) **Survival.** Provisions of this Agreement that by their nature should continue in force

beyond the completion or termination of the Agreement, or any associated orders, will remain in force. **(k) Third Party Beneficiaries.** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third party. **(l) Waiver.** Failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver of any provisions hereunder. **(m) Company Caused Delay.** Honeywell will not be liable for delays caused by Company. Prices and other affected terms will be adjusted to offset impacts caused by a Company caused delay. **(n) Data Access.** "Input Data" means data and other information that Company or persons acting on Company's behalf input, upload, transfer or make accessible in relation to, or which is collected from Company or third party devices or equipment by, the Product and/or Service.

Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop Honeywell products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Company.

- 24. Intellectual Property Rights Including Patents.** Company recognizes that all rights or industrial ownership either intellectual or other, relating to services, to Products, or other manufacture belong either to Honeywell or its affiliates, subsidiaries or other divisions or units. The contractual relationship between Honeywell and Company only allows the Company the right to use the Products, and no rights to either modify or reproduce.
- 25. Trademark.** Company agrees not to remove or alter any indicia of manufacturing origin contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast or machined components.
- 26. Data Privacy.** For purposes of this Agreement, "Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations; "Personal Data" is any information that is subject to, or otherwise afforded protection under, Applicable Data Privacy Laws and that relates to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, or as that term (or similar variants) may otherwise be defined in Applicable Data Privacy Laws.
Each Party may process Personal Data in the form of business

contact details relating to individuals engaged by the other Party or its affiliates ("Staff") for the purposes of performing each Party's obligations under this Agreement and managing the business relationship between the Parties, including their business communication ("Purposes").

The Parties will process such Personal Data as independent data controllers in accordance with the terms of this Agreement and Applicable Data Privacy Laws. Each Party will comply with the following: **(a)** ensure the lawfulness of their data collection and the lawfulness of data transfer to the other Party; **(b)** implement appropriate security measures to protect Personal Data provided by the other Party against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or (remote) access; **(c)** protect Personal Data provided by the other Party against unlawful processing by its Staff, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Purposes; **(d)** prior to any transfer of Personal Data, impose all obligations on third parties involved, as required by this Agreement and Applicable Data Privacy Laws; and **(e)** securely delete such Personal Data once it is no longer required for the Purposes.

Each Party shall be responsible for providing necessary information and notifications required by Applicable Data Privacy Laws to its Staff. For purposes of clarity, Honeywell will process any Personal Data concerning the other Party's Staff in accordance with its website privacy statement, which may be amended from time to time and is accessible at <https://www.honeywell.com/en-us/privacy-statement>, and the other Party shall furnish Honeywell's privacy statement to any of its Staff whose Personal Data is so provided to Honeywell by the other Party. Where appropriate and in accordance with Applicable Data Privacy Laws, each Party shall inform its own Staff that they may exercise their rights in respect of the processing of their Personal Data against the other Party by sending a request with proof of identity to the other Party's address set forth in this Agreement or provided otherwise by the other Party in this regard.

Where a Party's Personal Data are transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data by Applicable Data Privacy Laws, the other Party will either enter into or apply legally recognized international data transfer mechanisms, including: **(1)** Standard Contractual Clauses adopted or approved by the competent supervisory authority or legislator; **(2)** binding Corporate Rules which provide adequate safeguards; or **(3)** any other similar program or certification that is recognized as providing an adequate level

of protection in accordance with Applicable Data Privacy Laws.

- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties' authorized representatives.
- 28. Obsolescence.** For purposes of this Agreement, obsolete means a Products' status declared by Honeywell, at its sole discretion, based on a Product becoming superseded, discontinued or reduced in manufacture. If Honeywell determines that some or all of the requirements of this Agreement can no longer be satisfied due to an obsolescence issue, Honeywell will promptly notify Company of the obsolescence. Honeywell will have no liability for Products declared obsolete.
- 29. Indemnification.** Company shall indemnify on demand Honeywell from and against all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Honeywell arising out of or in connection with Company's actual or threatened breach of these terms and conditions.
- 30. Hardship.** If for any reason Honeywell's production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, regulation, transportation, packaging, raw material, feedstocks, or Product) increases by more than 5% over Honeywell's production or purchase costs for the Product as of the firm Price quoted in accordance with the clause "Prices" herein, then Honeywell may, by written notice to Company of such increased costs, request a renegotiation of the price of the Product under this Agreement. In the event the Parties are not able to agree on a revised Product price within 10 days after a request for renegotiation is given, then Honeywell may terminate this Agreement on 10 days written notice to Company.