

Honeywell Enterprise Buildings Integrator – Cloud Solution

Offering Descriptions and Terms

Version:2.0

The Offering terms listed below form part of the print or electronic document identified as “proposal”, “order”, “agreement” or similar name (“**Order**”) relating to Honeywell’s Enterprise Buildings Integrator – cloud solution (“**EBI Cloud**”) and the applicable End User License Agreement available at <https://buildings.honeywell.com/us/en/legal/eula> (together, “**Agreement**”) by and between User and Honeywell (“**Offering Terms**”). All terms not defined have the meaning given to them in the Agreement. In the event of conflict between these Offering Terms and the Agreement, these Offering Terms will prevail. Honeywell may update these Offering Terms from time to time. Honeywell will make commercially reasonable efforts to notify User of any material changes. Continued use of the Offering(s) constitutes User’s consent to such changes.

A. Offering Descriptions

Product	Description
Honeywell Enterprise Buildings Integrator – cloud solution	EBI Cloud is a cloud-hosted single tenant platform to integrate and manage User’s building and business management systems.

B. Offering Package

Honeywell offers the following packages in accordance with the pricing set forth in the applicable Order between Honeywell and User.

Offering Package	Description and Conditions
Software as a Service subscription	<p>Subject to SaaS Usage Metrics and any other restrictions listed herein or the applicable Order, Honeywell agrees to provide SaaS Use Rights for the latest release of EBI Cloud via a single tenant cloud architecture.</p> <p>Base pricing only covers software subscription fees. Set-up services, support services, if any, are not included in such pricing and are set forth in the applicable Order.</p>
Software as a Service subscription (hosting of existing software)	<p>Honeywell agrees to provide SaaS Use Rights for the latest release of EBI Cloud via a single tenant cloud architecture, subject to the following conditions (in addition to the terms and conditions herein and in the EULA):</p> <ul style="list-style-type: none">• User has an existing perpetual on-premise license for the EBI software• User has a current Honeywell Software Assurance subscription <p>For the avoidance of doubt, upon the termination or expiration of User’s EBI Cloud SaaS subscription User’s access to the EBI Cloud will be terminated. The User is permitted to continue to use the most recent version of the EBI on-premise software at the time of the expiration or termination of User’s EBI Cloud SaaS subscription.</p> <p>(Example: Customer had perpetual license to R100 and then switches to an EBI Cloud subscription. During the subscription, the customer receives access to the latest version of EBI. At the time of the customer’s subscription expires, the latest release of EBI is R900. The customer is permitted to use EBI on-premise R900 thereafter and deploy it on its own premise.)</p> <p>Base pricing only covers software subscription fees. Set-up services, support services, if any, are not included in such pricing and are set forth in the applicable Order.</p>

C. General Offering Terms

1. **Third-Party Systems.** Unless otherwise provided in the Order, User understands and agrees User's use of any and all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items (other than those provided by Honeywell) used by User in conjunction with, or required for the User's use of the SaaS, is the sole and exclusive responsibility of User. Honeywell does not provide support for or guarantee interoperability with third-party systems, and Honeywell is not responsible for the integrity, availability, or quality of data provided by third-party systems. Please note that User is responsible for providing or updating any dependent third-party components.
2. **User Responsibilities:** User will allow Honeywell to connect Honeywell's Enterprise Buildings Integrator to systems and devices on User's network through a VPN connection. User shall give Honeywell appropriate access to its applicable site and systems to facilitate the carrying out of the Set-Up Services on the schedule reasonably determined by Honeywell. Honeywell does not represent or warrant that the EBI Cloud is compatible with any specific third-party hardware or software other than as expressly specified by Honeywell. User is responsible for providing and maintaining an operating environment including internet connectivity (bandwidth and latency) with at least the minimum standards specified by Honeywell from time to time. User will promptly notify Honeywell of changes to the system or the plant that it controls. User is authorized to access and use the EBI Cloud via compatible web browsers or other methods using software or applications provided by or authorized by Honeywell operating on compatible computer systems properly maintained with application system patches and up to date anti-virus software all in an appropriate, careful and proper manner and in compliance with all user manuals, laws and regulations.