

This Master Services Agreement ("Agreement/ Sub-Contract") dated <<_____>> ("Effective Date") is entered into between Honeywell Automation India Limited, a <<_____>> through its business unit, having a place of business at Hadapsar-Campus ,56 & 57, Hadapsar Industrial Estate, Hadapsar, Pune, 411013 India ("Honeywell") and <<_____>>, a <<_____>> having a place of business at <<_____>> ("Supplier"/ "Sub-Contractor"). Each party is sometimes also referred to as "Party," and collectively as "Parties."

RECITALS

WHEREAS, Honeywell has entered into a contract ("Main Contract") with the Customer/ end user and desires to engage Supplier, from time to time, to provide services pursuant to the terms and conditions of this Agreement, and

WHEREAS, Supplier is in the business of providing <<_____>>,

WHEREAS, the Supplier has represented to Honeywell that it has the requisite skill, experience, ability and available resources to perform the Services (which form part of the works required to be carried out by Honeywell under the Main Contract) in accordance with the Agreement; and

NOW THEREFORE, in consideration of the above recitals and the following covenants, the Parties hereto agree as set forth herein.

AGREEMENT STRUCTURE AND PRECEDENCE

If there is an irreconcilable conflict among any of the provisions of this Agreement and its exhibits, schedules and other attachments, the following order of precedence applies in descending order:

- A. Any document executed by authorized representatives of both Parties that expressly states that document is intended to amend or supersede the terms of this Agreement;
- B. A conflicting term in any aforementioned document executed by authorized representatives of both Parties, but only to the extent the Parties expressly state the term being superseded, which superseding term will be narrowly construed and will not supersede any other language, even if contained in the same clause or sentence of the superseded language;
- C. The main body of this Agreement;
- D. Other exhibits, schedules or attachments, including Statements of Work, to this Agreement;
- E. Any Honeywell-issued Purchase Order related to this Agreement;
then
- F. Other documents agreed to in writing by the Parties. For clarity, the terms of any carrier's bill of lading will not apply.

AGREEMENT TERM

This Agreement commences on the Effective Date and will remain in effect through the expiration date of <<_____>>, unless otherwise extended or terminated in accordance with the provisions herein ("Term"). Subject to the Termination and surviving clauses, this Agreement will govern any Purchase Order or Statement of Work issued pursuant to it during the Term, including any extension. Pricing for all Purchase Orders or Statements of Work issued either during the Term or in accordance with the Termination or surviving clauses, will be in accordance with the pricing stipulated in this Agreement, even if the delivery dates for the Services, Goods, and Deliverables fall outside the Term.

Honeywell has and may exercise a unilateral option to extend this Agreement for an additional 2-year period after the expiration of this Agreement if Honeywell provides Supplier written notice of extension at least 30 days prior to the expiration date. All terms and conditions remain in effect during the extension period, including pricing and any year-over-year price reduction percentages. If year-over-year price reduction percentages are not included in the Agreement, the last Agreement price paid will be the effective price of the Services, Goods, and Deliverables for the term of the extension.

ENTIRE AGREEMENT

The exhibits, schedules and other attachments to this Agreement are incorporated by reference, and any reference to this Agreement includes the aforesaid documents. This Agreement contains the entire understanding between the Parties regarding the subject matter of this Agreement, and supersedes and replaces any prior representations or agreements, oral or written, and all other communications between the Parties with respect thereto. Neither Party has relied on any promises, inducements or representations by the other, except those expressly stated in this Agreement. This Agreement will not be varied except in writing signed by an authorized representative of each Party specifically stating it is amending this Agreement. No course of dealing or prior dealings, usage of trade or course of performance will be used to modify, supplement or explain any terms used in this Agreement.

For good and valuable consideration, the nature and adequacy of which is hereby acknowledged, the Parties agree this Agreement is effective as of the Effective Date.

<< _____ >>

Honeywell Automation India Limited

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

1. SCOPE

- A. **Services.** All services performed or deliverables required under this Agreement ("Services" and "Deliverables," respectively) will be performed or delivered in accordance with individual Statements of Work ("SOWs") or written orders submitted by Honeywell to purchase the Services or Deliverables ("Purchase Orders") issued pursuant to this Agreement.
- B. **SOW Issuance.** Each SOW will be governed by this Agreement and in the format presented in the attached SOW Exhibit. SOWs will become effective upon execution by an authorized representative of each Party. No SOW may change any of the terms of this Agreement. Each SOW will become incorporated into and become binding provisions of this Agreement. All Agreement documents are interpreted together as one agreement.
- C. **Local Enabling Agreements.** In the event that Honeywell reasonably determines it is necessary to execute a local enabling agreement (or "LEA") to implement this Agreement and/or any SOW issued hereunder in a certain country, the Parties and/or their Affiliates, as applicable, will enter into such LEA, which will incorporate all of the terms and conditions of this Agreement and/or any SOW issued hereunder, subject only to the amendments required by applicable law.
- D. **Affiliates.** An "**Affiliate**" is a Party's wholly-owned subsidiaries or a joint venture, partnership or corporation that directly or indirectly controls, is controlled by or is under common control of or with said Party or the Party's wholly-owned subsidiary. The word "**control**" as used in this definition will mean ownership of, or the right to acquire, not less than fifty percent (50%) of the stock of said corporation, the right to vote not less than fifty percent (50%) of the stock of said corporation, or not less than fifty percent (50%) ownership interest in a partnership or joint venture or corporation. Should Supplier question whether an entity is a Honeywell Affiliate, Honeywell will confirm its status to Supplier. Affiliates of Honeywell are beneficiaries of this Agreement and may purchase Services under this Agreement from Supplier and/or Supplier's Affiliates by issuing Purchase Orders or executing SOWs referencing this Agreement, Supplier and/or Supplier's Affiliates agree to be bound by the Services requests, SOW, Purchase Orders or any applicable document they receive from Honeywell or Honeywell Affiliates. In such event, (i) the Honeywell Affiliate issuing the Purchase Order or executing the SOW will, for the purposes of such Purchase Order or SOW, be considered "Honeywell" as that term is used in this Agreement, (ii) the Supplier Affiliate receiving such Purchase Order or executing such SOW, if applicable, will, for purposes of such Purchase Order or SOW, be considered "Supplier" as that term is used in this Agreement, and (iii) the Purchase Order or SOW will incorporate all the terms and conditions of this Agreement and be deemed to be a two-party agreement between Supplier or Supplier Affiliate on the one hand, and the applicable Honeywell Affiliate on the other hand. Each Party will cause its Affiliates to comply with its obligations under this Agreement. Honeywell or Honeywell Affiliate will be the sole party which is liable in respect of the Services request, SOW or the Purchase Order, or any applicable document that it has issued. Honeywell will not be liable for any Services request, Purchase Orders, SOW, or applicable document Honeywell Affiliates issues. Neither Honeywell nor Honeywell Affiliate will be liable for the non-payment or breach in relation to the supply of Services and Deliverables to other Honeywell Affiliates. Unless otherwise specified, this Agreement and any SOW under this Agreement does not obligate Honeywell or Honeywell Affiliate to purchase any Services.
- E. **Changes.** The Primary Point of Contact (as defined below) for a SOW may direct changes in the SOW using either a change order ("Change Order"), or a change order issued through Honeywell's purchasing system. If any change causes an increase or decrease in the cost of, or the time required for, performing the SOW, the Parties will negotiate an equitable adjustment, retroactive if applicable, to the SOW price, delivery dates, or both. Honeywell may deny any request for adjustment under this provision unless it is asserted in writing (including the amount of the request and supporting documentation substantiating the request) and delivered to Honeywell within 30 days from the date of Supplier's receipt of the Honeywell-directed change to the SOW. Any adjustment must be mutually agreed by the Parties in writing. Notwithstanding any disagreement between the Parties regarding the impact of a change, Supplier will proceed diligently with its performance under the SOW as changed pending resolution of the disagreement.
- F. **Main Contract Back-to-Back Requirements.** The Subcontractor
 - 1) acknowledges that it has been provided with a copy of the Main Contract or prompt access to the Main Contract, save and except certain financial information therein withheld by Honeywell at its sole

discretion, has read the Main Contract and will be deemed to have full knowledge and understanding of the Main Contract and the obligations imposed on Honeywell by the Customer under the Main Contract;

- 2) agrees that so far as any ambiguity or doubt may arise as to the meaning of any of the provisions or descriptions in this Subcontract the terms and provisions of the Main Contract will be considered in order to resolve such ambiguity, and whenever possible this Subcontract will be construed consistently with the requirements of the Main Contract and all its contract documents and provisions in so far as they may concern the Works to be carried out under this Subcontract .
- 3) warrants that it will observe and comply with all of Honeywell's obligations under the Main Contract insofar as they relate to the Works as if those obligations were expressly stated in this Subcontract as obligations of Subcontractor;
- 4) agrees that in the performance of the Works, Subcontractor makes the same warranties to Honeywell as Honeywell has made to the Customer under the Main Contract;
- 5) agrees that, if the Main Contract requires Honeywell to impose specific terms, conditions or warranties into its subcontracts, those terms, conditions and warranties are deemed to be incorporated into this Subcontract;
- 6) acknowledges that Honeywell may suffer loss or liability under the Main Contract if the Subcontractor does not properly perform and comply with its obligations under this Subcontract and warrants that it will perform its obligations under this Subcontract so as not to:
 - a. cause Honeywell to breach or incur any loss or liability under the Main Contract;
 - b. prejudice, or cause any diminution or loss of, any rights or entitlements of Honeywell under the Main Contract; or
 - c. otherwise interfere in Honeywell's exercise of its rights or performance of its obligations under the Main Contract; and
- 7) indemnifies Honeywell from and against any cost, expense, loss, damages or liability incurred or suffered by Honeywell in connection with the Main Contract and arising out of or in connection with any breach by the Subcontractor of the warranties and agreements set out in this Section.

2. WORK GUIDELINES AND PERSONNEL

- A. **Primary Point of Contact.** Each Party will designate a "**Primary Point of Contact**" for this Agreement or each SOW to serve as the primary contact between the Parties. Performance of the Services will be coordinated between the designated Primary Points of Contact.
- B. **Supplier Personnel.** Supplier will assign qualified personnel to perform the Services under this Agreement and each SOW and will ensure that its personnel devote sufficient time and effort to performing the Services as necessary to complete all Services in accordance with this Agreement and each SOW. Supplier will bear all liability for the acts or omissions of the personnel assigned to perform the Services. If Services will be performed by Supplier at any Honeywell site or Honeywell's designated third-party site, Supplier's personnel will observe and comply with Honeywell's security, safety, health, and environmental procedures, rules, regulations, and policies; failures of Supplier's personnel to comply with security, safety, health, or environmental requirements may result in immediate dismissal from a site at Honeywell's sole discretion. If, but only if, Services or Deliverables involve unescorted access to a site, or direct access (remote or onsite) to Honeywell's internal IT network, Supplier will at its cost (i) ensure that its personnel have undergone background investigations and drug screening to the extent permitted by applicable local law similar to that required for Honeywell employees at the same location and (ii) contract with Honeywell's designated external vendor(s) as reasonably required by Honeywell to centrally document and track supplier compliance with such requirements. Supplier will use its best efforts to ensure the continuity of Supplier's personnel performing the Services. Supplier will exercise commercially reasonable efforts to minimize any disruption to Honeywell's normal business operations. If any Supplier personnel performing Services are unacceptable to Honeywell for any legally permitted reason, Honeywell will notify Supplier and

Supplier will take prompt, appropriate corrective action, which may include replacing the personnel. Honeywell and Supplier must agree that the replacements have acquired orientation and background substantially equal to that of the personnel being replaced and there will be no charge to Honeywell for any replacement personnel assigned by Supplier unless otherwise agreed. If Supplier refuses to replace any of its personnel upon Honeywell's request, Honeywell may immediately terminate this Agreement for convenience.

- C. **Key Personnel.** The Parties may designate certain Supplier personnel critical for the successful performance of the Services as "**Key Personnel.**" Supplier will assign the Key Personnel to perform the Services and will not reassign or remove any Key Personnel without the prior written consent of Honeywell's Primary Point of Contact, which consent will not be unreasonably withheld.
- D. **Supplier's Employment Obligations.** Supplier will be solely responsible for all Employer Obligations with respect to Supplier personnel performing Services or Deliverables under this Agreement or any SOW, even if a court or other body deems the personnel to be Honeywell employees. "**Employer Obligations**" means all obligations of any kind imposed customarily or by law or agreement on persons acting in the capacity of an employer, including, without limitation, responsibility for (a) hiring, assigning, compensating, and terminating personnel; (b) withholding and paying taxes; (c) verification of employment eligibility, including compliance with work authorization and immigration laws and export licensing and control requirements; (d) compliance with all applicable laws (both common and statutory) and regulations related to employment and the rights of personnel; or (e) any required medical care and medical evacuation of Supplier's personnel performing work on site. Supplier represents and warrants that it and all its subcontractors, if any, comply and will continue to comply with all applicable employment laws and regulations related to personnel working on Honeywell matters, that all personnel working on Honeywell matters are authorized to work in the relevant jurisdiction, and that it does not employ child or forced labor.
- E. **Damage to Persons and Property Other than the Works/ Services.** Insofar as this Section applies to property, it applies to property other than the Works/ Services. The Subcontractor indemnifies Honeywell against:
 - 1) any loss or damage to Honeywell's; and
 - 2) any damage, expense, liability, loss, claims or proceedings, whatsoever, in respect of personal injury to or death of any person whomsoever; and
 - 3) any damage, expense, liability, loss, claims or proceedings, whatsoever, in respect of injury or damage to any other property, real or personal, including any property of the Customer (other than the Works) arising out of or as a consequence of the carrying out of the Works. The liability of the Subcontractor under this Section will be reduced to the extent Honeywell's negligence caused or contributed to the loss, damage, injury or death.

3. INVOICING AND PAYMENT

- A. **Invoicing.** Supplier will submit invoices to Honeywell electronically utilizing the purchasing system or by emailing an invoice to the address shown on the face of the Purchase Order describing the Services, Deliverables and Reimbursable Expenses and the payments due. Invoices for Services not compensated on a fixed price basis will be itemized to reflect, as applicable, the number of hours or costs for which Supplier seeks reimbursement, and will be supported by time sheets, receipts and other documentation as Honeywell may reasonably require. The invoice must also include the following information: (a) name and address of Supplier and the Honeywell entity purchasing the Services and Deliverables; (b) name of shipper (if different from Supplier); and (c) Honeywell's Purchase Order number(s). Payment of an invoice does not constitute acceptance of the Services, Deliverables or Reimbursable Expenses and such payment is subject to appropriate adjustment should Supplier fail to meet the requirements of this Agreement. Undisputed invoices submitted more than ninety (90) days after the Services or Deliverables to which the invoice relates were rendered will not be accepted for payment by Honeywell and the Supplier hereby releases Honeywell from any and all liability for payment with respect to said invoices.

- B. Payment Terms. Payment terms are 90% Net 90, 10% Retention from receipt of a correct invoice accompanied with Service completion certificate or milestone completion certificate from Honeywell's Primary point of contact and conforming Deliverables, Services, or Reimbursable Expenses; provided, however, that in the event that applicable law requires a payment terms period of shorter duration, payment terms will be the maximum period allowed by applicable law. Payment will be scheduled for the first payment cycle following expiration of the net terms period. Payment schedule will be more particularly described in the applicable Statement of Work ("SOW") or the respective Purchase Order ("PO").
- C. Setoff/Recoupment. Honeywell has the right to deduct any amount it determines is owing from Supplier to Honeywell as a setoff against any amount owing from Honeywell to Supplier and/or to exercise the right of recoupment, to the full extent permitted by applicable law. Nothing in this provision precludes Supplier or Honeywell from utilizing the dispute resolution procedures identified elsewhere in this Agreement.
- D. Payment of Workers and Secondary Subcontractors. Contributions made by the Subcontractor in respect of industry superannuation and redundancy schemes or the like will not be subject to separate adjustment or reimbursement and are deemed to be allowed for and included in the Subcontract Sum. Evidence of correct contribution payments must be provided by the Subcontractor on request by Honeywell and, if required under the Main Contract, provision of such evidence will constitute a condition precedent to the Subcontractor being entitled to receive payment under this Agreement. The Subcontractor is deemed to have allowed for and included in the Subcontract Sum all labour-related costs and fees (including changes in such costs and fees).

4. VARIATIONS

- A. Directing Variations. The Subcontractor must not vary the Works/ services without a prior written direction from Honeywell's Representative.

Honeywell may, at any time, direct the Subcontractor to carry out a Variation and the Subcontractor must comply with that direction within the time specified by Honeywell. Directions given by Honeywell under this Section must clearly state on their face that they are a "Variation" direction.

If the Subcontractor considers that any direction given by Honeywell, although not on its face clearly constituting a Variation direction, in fact involves a Variation, the Subcontractor must comply with that direction within the time specified by Honeywell (and if no time specified, then comply immediately) and must also issue a written notice to Honeywell within the period stated in It the Subcontract Particulars stating:

 - 1) the details of the direction;
 - 2) in what respect it considers the direction to involve a Variation; and
 - 3) where practicable, an estimate of the price and time impact (if any) of the Variation.
 - 4) the Subcontractor will have No Claim in respect of a direction referred to in the above paragraph of this Section unless the Subcontractor gives a notice in accordance with that paragraph.
 - 5) No Variation will invalidate this Agreement and the Subcontractor acknowledges that a Variation may involve the omission of any part of the Works and Honeywell may engage others to perform that part of the Works which have been omitted (and the Subcontractor agrees that this will not, in any circumstances whatsoever, constitute grounds for the Subcontractor to allege that Honeywell has repudiated this Agreement) or to make a claim for alleged loss of profit or business opportunity for the omitted part of the Works/ services).
- B. Cost of Variations. Within 14 days of the receipt of a written Variation direction from Honeywell, the Subcontractor must provide Honeywell with a price quotation for the Variation, supported by measurements or other evidence of costs.

Honeywell will value each Variation in accordance with any agreement reached between Honeywell and the Subcontractor or, where no agreement has been reached, in accordance with reasonable rates or prices (which will include a reasonable amount for profit and overheads). Any deductions will include a reasonable

amount for overheads and may include a reasonable amount for profit. The relevant price will be added to or deducted from the Subcontract Sum.

The Subcontractor agrees that the amount payable to the Subcontractor for a Variation will in no case exceed the amount payable to Honeywell under the Main Contract in relation to that Variation, less the sum of:

- 1) the percentage mark-up applied on the Subcontractor's price by Honeywell; and
- 2) Honeywell's direct costs, as submitted under the Main Contract in relation to that Variation.

4. TERMINATION

- A. **Termination for Convenience.** Notwithstanding anything to the contrary contained in this Agreement, Honeywell may, at any time, terminate this Agreement, in whole or in part, with or without cause, without liability or obligation, for undelivered Deliverables or unperformed Services, upon 30 days' prior written notice. During the Term, Supplier may not terminate this Agreement for its convenience.
- B. **Termination for Cause.** The non-breaching Party may terminate this Agreement, in whole or in part, if the other Party commits a material breach and fails to remedy the breach within 30 days following receipt of written notice specifying the grounds for the breach, except in the case of breach related to safety, health, or security, Honeywell will have the right to immediately terminate this Agreement. A material breach includes, but is not limited to, late delivery or delivery of nonconforming Deliverables or Services. The solvent Party may terminate this Agreement upon written notice if the other Party becomes insolvent or if any petition is filed or proceedings commenced by or against that Party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors or a similar proceeding.
- C. **Effect of Termination.** If Honeywell terminates this Agreement, in whole or in part, for either convenience or cause, Honeywell's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Services fully performed and Deliverables completely provided in accordance with the SOW through the termination date. The payment can be set off against any damages to Honeywell. Upon termination, Honeywell may require Supplier to transfer title and deliver to Honeywell any completed Deliverables and Honeywell will pay the Agreement or SOW price for those Deliverables subject to set off against any damages to Honeywell. Honeywell may also require Supplier to transfer title and deliver to Honeywell any or all property produced or procured by Supplier solely to perform this Agreement or any SOW. Honeywell will credit Supplier with the reasonable value of the property, but not more than Supplier's actual cost of the applicable SOW value, whichever is less.
- D. **Substitute Performance.** If Honeywell terminates this Agreement, in whole or in part, for cause, Honeywell may, without prejudice to any other rights or remedies it may have, provide or perform, or have a third party provide or perform, all or any part of Suppliers Services or Deliverables which have not been provided or performed at the time of termination, in accordance with the applicable SOW and this Agreement. Any Additional Costs incurred by Honeywell in providing the Deliverables or performing the Services or having a third party do so, including reasonable overhead, incidental expenses and reasonable attorney and professional fees, will be charged to Supplier or deducted from any sums due or to become due to Supplier in accordance with the remedies provisions in this Agreement. "**Additional Costs**," as used in the foregoing sentence, means the difference between the agreed amount that Honeywell would have paid Supplier for timely, compliant Services and Deliverables, and what Honeywell pays for substitute performance from the replacement supplier.
- E. **Continued Performance.** To the extent that any portion of this Agreement is not terminated for convenience or cause, Supplier will continue performing that portion.
- F. **Main Contract Termination.** If the Main Contract is terminated (or the work under the Main Contract, or such portion of such work as the Works relate to, is taken out of Honeywell's hands), Honeywell may terminate this Agreement by notice in writing to the Subcontractor and:
 - i. where the Main Contract is terminated (or the work under the Main Contract is taken out of Honeywell's hands) due to or in connection with a breach of this Agreement by the Subcontractor, the Parties' rights and liabilities will be the same as they would have been under the law governing this Agreement if the

Subcontractor had repudiated the Agreement and Honeywell elected to treat the Agreement as at an end and recover damages; and

- ii. in any other circumstances, Honeywell must pay to the Subcontractor the value of work performed by the Subcontractor and incorporated into the Works/ services to the date of termination, subject to any amount that Honeywell may be entitled to deduct or set off.

G. Assignment of Rights. If Honeywell terminates this Agreement, the Subcontractor must, at Honeywell's request, assign to Honeywell its rights under any agreement for the performance of work or supply of materials to which the Subcontractor is a party in relation to the Project and the Subcontractor hereby irrevocably appoints Honeywell as its lawful attorney with full power and authority to effect such assignment on behalf of the Subcontractor.

H. Insolvency Event or Direction by Customer under The Main Contract. If an Insolvency Event occurs with respect to the Subcontractor, or if Honeywell is directed by the Customer under the Main Contract to remove the Subcontractor from the Site as a result of some act or omission of the Subcontractor, Honeywell may by written notice to the Subcontractor:

- 1) terminate the Subcontractor or
- 2) take over the whole or any part of the Works as may be specified by Honeywell, irrespective of the state of completion of the Works.

I. Costs of Completion. If Honeywell takes over part the whole or part of the Works or terminates the Agreement or respective SOW, Honeywell will, upon completing the Works, assess the costs incurred by it in completing the Works and notify the Subcontractor in writing of such costs. If such costs are greater than the amount which would otherwise have been payable to the Subcontractor if the Works had been completed by the Subcontractor, the difference will be a debt due and payable by the Subcontractor to Honeywell. If such cost is less than the amount which would otherwise have been payable to the Subcontractor if the Works had been completed by the Subcontractor, the difference will be payable by Honeywell to the Subcontractor.

Honeywell may recover from the Subcontractor liquidated damages for delay in completion arising from the termination under this Section provided that such damages will exclude any period in which the Subcontractor would have been entitled to an Extension of Time if it had completed the Works itself or the period of any delay caused by the failure of Honeywell.

Additionally, Honeywell will be entitled to recover from the Subcontractor the costs of rectification of defects (if any) and any other loss or expense incurred arising from the termination of the Subcontractor due to its failure to rectify default, insolvency, or at the direction of the Customer.

Honeywell may, at any time prior to completion of the whole of the Works, issue to the Subcontractor a written notice which sets out a provisional assessment of the amount of costs incurred, or to be incurred, by Honeywell in completing the Works. Any costs so notified will be payable by the Subcontractor within seven (7) days after the date of the notice and any amount so paid by the Subcontractor will be taken in partial satisfaction of any indebtedness of the Subcontractor for any amount it ultimately owes.

Honeywell will not be liable to make any further payments to the Subcontractor until such time when the costs incurred by Honeywell in completing the Works, rectification costs for remedying any defects liquidated damages for delay and all other costs incurred by Honeywell as a result of the termination has been ascertained.

5. STOP WORK

At any time by written notice and at no cost, Honeywell may require Supplier to stop all or any part of the work under this Agreement for up to 120 days ("Stop Work Order"), and for any further period as Supplier and Honeywell may agree. Immediately upon receipt of the Stop Work Order, the Supplier will comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work stoppage. During the Stop Work Order period, the Supplier will protect, store and secure such goods, materials, components or the works as well as any tools used for the Services against any deterioration, loss or damage. At any time during

the Stop Work Order period, Honeywell may, in whole or in part, either cancel the Stop Work Order or terminate this Agreement upon written notice with no liability except for any Services and Deliverables delivered and accepted by Honeywell prior to the effective date of termination. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

6. ESCROW

If specified in an applicable SOW, Supplier will deposit a copy of the source code and source code documentation for the most current release of the system utilized by Honeywell (the "**Source Code**") with a nationally recognized third-party escrow agent and maintain the escrow arrangements throughout the term of this Agreement. The Source Code escrow arrangements will, in general, provide for the release of the Source Code to Honeywell, at no cost to Honeywell, in the event Supplier files for bankruptcy, ceases to exist as a business entity or fails to support the system in accordance with the terms of this Agreement or any SOW. If specified in a SOW, the Parties agree to enter into an escrow agreement, upon mutually agreed to terms, with a nationally recognized third-party escrow agent within 60 days of the execution of the applicable SOW. The costs associated with retaining the escrow agent will be paid by Supplier. In the event that the most up-to-date release or update of the Source Code has not been deposited with the escrow agent Honeywell may obtain the Source Code for the release or update directly from Supplier.

7. PRICING AND EXPENSES

- A. **Pricing.** Supplier will perform the Services and deliver the Deliverables at prices or fee levels no greater than those set forth in the Standard Fees and Discounts Attachment or applicable SOW. Unless otherwise provided in this Agreement, the prices include: (a) all packaging and freight to the specified delivery point; (b) all applicable taxes and other government charges including but not limited to all sales, use, or excise taxes; (c) all customs duties, fees, tariffs or charges that must be separately itemized on all Supplier invoices; and (d) all items, intellectual property, and services necessary or incidental to provide the Deliverables and to perform the Services in accordance with this Agreement and the applicable SOW. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Honeywell of any Deliverables or Services, Honeywell will pay the tax in addition to payments otherwise due to Supplier under this Agreement, if Supplier provides to Honeywell a value-added tax (or equivalent tax) invoice. To the extent Honeywell has not received from Supplier all applicable forms regarding compliance with applicable tax law, Honeywell reserves the right to deduct from any payment to Supplier pursuant to this Agreement those amounts that Honeywell, in its sole discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction.
- B. **Most Favored Customer and Meet or Release.** To the extent that Honeywell has provided Supplier with permission, or Supplier is otherwise entitled to sell Services or Deliverables to a third party, Supplier warrants that the prices charged for the Services or Deliverables delivered are the lowest prices charged by Supplier to any of its external customers or Honeywell, its Affiliates or subsidiaries for similar Services or Deliverables. If Supplier charges a lower price for similar Services or Deliverables, Supplier must notify Honeywell in writing and apply that lower price to all Services or Deliverables ordered under this Agreement. If at any time before full performance of this Agreement, Honeywell notifies Supplier in writing that Honeywell has received a written offer from another supplier for similar services or deliverables at a price lower than the price set forth in this Agreement, Supplier must immediately meet the lower price for any undelivered Services or Deliverables. If Supplier fails to meet the lower price, Honeywell, at its option, may terminate this Agreement, in part or in whole, without liability. Supplier will promptly respond to Honeywell's request to amend this Agreement to reflect the reduced pricing, including any applicable retroactive price adjustments.
- C. **Reimbursable Expenses.** Each invoice will separately set forth expenses authorized in advance in writing by Honeywell for reimbursement ("**Reimbursable Expenses**"). Honeywell will reimburse Supplier for reasonable, necessary and pre-approved travel expenses incurred by Supplier in providing the Services or Deliverables that are in accordance with the *Honeywell Supplier Travel Policy* attached to this Agreement. Invoices must enumerate expenses actually incurred and be accompanied by documentation such as receipts, vouchers and invoices that are reasonably necessary to verify the amount, date and nature of each expense.

D. Productivity. For each contract year following the initial year of this Agreement or each applicable SOW, Supplier will achieve and pass through to Honeywell net productivity gains of not less than net 20% (“**Productivity Target**”) computed on the volume and amounts invoiced for the prior contract year, while continuing to meet all requirements under this Agreement and without degrading quality. If the Productivity Target is not achieved, then within 30 days of the end of each contract year, Supplier will issue to Honeywell a credit equal to the difference between the actual productivity achieved and the Productivity Target. Productivity may include, but is not limited to, Supplier changing its internal requirements to reduce cost (Value Engineering) or reducing Honeywell’s consumption (Consumption Reduction), but at all times meeting the requirements of this Agreement without quality degradation. Supplier will document productivity ideas and actual gains achieved in a progress report form agreed by the Parties, and will submit such reports monthly to Honeywell.

8. PERFORMANCE REQUIREMENTS

A. Service Levels and Service Credits. If any SOW contains Service levels (“**Service Levels**”) whether specified generally in the SOW or in a Service Level Agreement (“**SLA**”) contained or referenced in the SOW, then, in addition to any other remedies available to Honeywell at law, in equity or otherwise, Supplier will pay to Honeywell the amount, if any, identified as the Service credit or fees at risk for each failure (the foregoing credits/ refundable fees referred to as “**Service Credits**”). Supplier will provide its SLA reports at the frequency specified in the applicable SOW, or if no report frequency is specified, then quarterly within 30 days after the end of each calendar quarter, and Supplier’s Service Credits will accompany the reports. Supplier’s reports will provide sufficient detail (such as the Service Level not met, the due date or milestone missed, actual versus required time elapsed, etc.) to reasonably facilitate Honeywell’s determination of the correctness of Supplier’s Service Credits or payments, as applicable. Honeywell’s acceptance of any report or payment will not be deemed Honeywell’s agreement that the computation is accurate. Should Honeywell dispute Supplier’s report and/or computations, the Parties will promptly work in good faith to reconcile and, if necessary, adjust the payment or credit. After the Parties’ good faith reconciliation attempts, should any disagreement still remain, it may be resolved in accordance with the dispute resolution procedures in this Agreement, either separately, or aggregated with other unresolved discrepancies over the Term of this Agreement or the applicable SOW.

B. Supplier acknowledges that its failure to meet the Service Levels, if any, established in the applicable SOW or SLA may result in delayed performance and a reduced level of Services to Honeywell. Honeywell and Supplier agree that the Service Credits are a price adjustment for the relevant period to reflect the reduced level of Service performed by Supplier and (a) reflect a reasonable financial remedy for failure to meet a Service Level in the normal course of business, provided Supplier is otherwise using reasonable effort to perform consistent with the Service Levels and in compliance with this Agreement, and do not constitute a penalty, and (b) do not preclude additional remedies by Honeywell at law or in equity. Additionally, if Supplier fails to meet a Service Level, Supplier will (i) investigate and assemble pertinent information with respect to, and report on the root causes of, the problem; (ii) advise Honeywell of the status of remedial efforts being undertaken with respect to such problem; (iii) minimize the impact of and correct the problem and begin meeting the Service Level; and (iv) take appropriate preventive measures so that the problem does not recur.

C. Performance Assurance Plan. If Honeywell, in its sole discretion, determines there is a significant risk that Subcontractor will fail, or that Subcontractor has failed, to meet, its performance or delivery obligations under this Agreement or applicable SOW, then Honeywell may require Subcontractor to perform under a Honeywell or Honeywell-approved Performance Assurance Plan. The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure or measure Subcontractor’s adequate performance under identified provisions of this Subcontract. Any failure by Subcontractor to satisfy the terms of the Performance Assurance Plan is a material breach. Additionally, Honeywell has the right to intervene in the management of this Subcontract. Such intervention will be in the form of management assistance, and loan or lease of manpower and/or equipment to Subcontractor or sub-tier suppliers, as deemed appropriate by Honeywell. Subcontractor must provide Honeywell with access to the facilities, engineers, employees, and sub-tier suppliers. This intervention may continue until Subcontractor’s performance or delivery is at a level acceptable to Honeywell and, in Honeywell’s reasonable judgment, Subcontractor is able to maintain a satisfactory level of performance or delivery. The Performance Assurance Plan or intervention will not relieve Subcontractor of its obligations under this

Subcontract. Subcontractor is liable for all work, costs and expenses Honeywell incurs or sustains by providing resources to assist Subcontractor in meeting its performance obligations under this Subcontract. Honeywell will have the right to seek recovery of all costs on a monthly basis. Subcontractor will pay Honeywell's costs within 30 days after receipt of invoice or Honeywell may setoff the costs from payments owing from Honeywell to Subcontractor.

9. AUDIT AND RECORDS

- A. Records. Supplier will retain and preserve all records and materials, including invoice records, pertaining to this Agreement, for a period of seven (7) years after the final delivery, expiration or termination of this Agreement, or for the period prescribed by applicable law, whichever period is longer. Thereafter, Supplier will not destroy or dispose of or allow the destruction or disposition of such records and materials without first offering, in writing, to deliver such records and materials or copies thereof to Honeywell at Honeywell's expense. If Honeywell fails to request such records and materials within 90 days after receipt of the written offer, Supplier may destroy or dispose of such records and materials. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials.
- B. Audit. At any time during the term of this Agreement and for seven (7) years following the expiration or termination of this Agreement, or for the period prescribed by applicable law, whichever period is longer, Honeywell (or its duly authorized agents) may, upon no less than 10 (ten) business days prior written notice to Supplier, audit Supplier's books and records to verify Supplier's compliance with its obligations under this Agreement. With regard to any information provided by Supplier that is not otherwise publicly available or owned or licensed by Honeywell, Honeywell will use such information only for purposes of determining Supplier's compliance with this Agreement. Supplier will provide, and will require each of its sub-tier suppliers to provide, Honeywell access to Supplier's and Supplier's sub-tier supplier's books, other pertinent records, and any other information as requested by Honeywell's auditors at no cost to Honeywell during normal working hours. During the audit, if any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding or new invoice following the discovery of the error and the resulting payment or credit will be issued promptly. Supplier will promptly correct any deficiencies discovered as a result of the audit.
- C. Industry Reports. Honeywell conducts regular due-diligence reviews of its processes, and its organizational and system controls. If Honeywell determines that Supplier's performance under this Agreement may affect Honeywell's compliance with its quality or data security standards or controls, Honeywell may request, and Supplier will provide, documents, records or reports relevant to Supplier's performance hereunder as applicable, including, for example, Supplier's most current SOC Type 2 report. If Supplier utilizes a third-party supplier for a relevant aspect of its performance hereunder, such as a cloud host, Supplier will obtain for Honeywell any such applicable reports or documents from Supplier's suppliers, subject always to the confidentiality protections contained in this Agreement.

10. RIGHT OF ENTRY

- A. Honeywell and Honeywell's customers (with written permission from Honeywell) will be entitled to send representatives to Supplier's facility to perform program, operational, or quality audits, as may be deemed appropriate, or to become informed of production progress, or conduct other business pertaining to this Agreement.
- B. Supplier hereby grants, and will cause any of its sub-tier suppliers to grant, to Honeywell and Honeywell's customers the right to visit the facility of Supplier or any of its sub-tier suppliers during operating hours to review progress and performance with respect to production, schedule, cost, quality and protection of Honeywell's and/or Honeywell customer's proprietary rights under this Agreement.

11. DELIVERY AND ACCEPTANCE

- A. Adherence to Delivery Schedule. TIME IS OF THE ESSENCE with respect to any delivery schedule ("Delivery Schedule") provided in a SOW. If Supplier reasonably believes that it will be unable to meet the Delivery Schedule, or any portion thereof, Supplier will immediately notify Honeywell of the anticipated delay and take immediate corrective action to comply with the Delivery Schedule (including without limitation working overtime or providing additional personnel or equipment or other resources). All corrective

actions will be at Supplier's sole cost and expense, unless the delay or anticipated delay is caused by Honeywell, in which case the Parties will mutually agree upon a corrective action plan and apportioning of the cost. If Supplier fails to promptly develop and implement a corrective action plan, Honeywell may implement its own corrective action plan at Supplier's expense or at Honeywell's option terminate in whole or in part the applicable SOW for anticipatory breach by the Supplier.

- B. **Notice of Delay.** When anything (except a Force Majeure event) delays, threatens to delay, or permanently delays the timely performance of this Agreement, Supplier must immediately provide notice to Honeywell in writing of all relevant information with respect to such delay, including but not limited to the reasons for the potential delay and Supplier's short-term and long-term mitigation actions to avoid any supply disruption. Supplier is responsible for all costs incurred by Honeywell as a result of Supplier's delayed or missed delivery.
- C. **Acceptance.** Supplier will notify Honeywell's Primary Point of Contact in writing when Deliverables have been delivered or the Services have been completed and are ready for final inspection and acceptance ("Completion Notice"). If Honeywell determines that the Deliverables or Services are defective or otherwise not in conformity with this Agreement then Honeywell will, by written notice to Supplier: (a) terminate this Agreement, in whole or in part, for cause under the Termination for Cause section; (b) accept the Deliverables or Services, in whole or in part, at an equitable reduction in price; or (c) reject the Deliverables or Services, in whole or in part. If Honeywell rejects the Deliverables or Services under subsection (c), then Supplier will, at Supplier's expense and in a timely manner, at Honeywell's option, re-perform, correct, repair or replace the defective or non-conforming Deliverables or Services so that they conform to the requirements of this Agreement. If Supplier is unable or unwilling to fulfill this obligation within a reasonable time, then Honeywell may fulfill or have a third party fulfill Supplier's obligation at Supplier's expense in accordance the remedies set forth in this Agreement.

12. SPECIFIC PERFORMANCE

Supplier hereby acknowledges and agrees that Honeywell would be irreparably damaged in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, Supplier agrees that, in addition to any other remedy to which Honeywell is entitled at law or in equity, Honeywell will be entitled to a temporary, preliminary and/or permanent injunction(s) to prevent breach of and enforce terms in this Agreement without the need to prove a lack of an adequate remedy at law. In either case, no Honeywell bond or other security will be required of Honeywell except as required by the court. Supplier further acknowledges in the event it alleges a breach of the terms of this Agreement, it will continue performance until such allegation is resolved and if Supplier fails to continue performance, Honeywell is entitled to a temporary, preliminary and/or permanent injunction or injunctions.

13. WARRANTY

- A. **General Warranties.** Supplier warrants each of its personnel has the proper skill, training and background necessary to accomplish his or her assigned tasks; all Services will be performed in a competent and professional manner, by qualified personnel under the direction and control of Supplier, and in accordance with the highest standards in the industry provided by reputable service providers performing services of a similar nature; all software Deliverables, provided to Honeywell will be free of code capable of disrupting, disabling, damaging, or shutting down a computer system or software or hardware component thereof or other items that may interfere with Honeywell's use of any software; and Honeywell has the right to use for any purpose any ideas, methods, techniques, materials and information provided to it or otherwise obtained by Honeywell as a result of this Agreement or any SOW without restriction, liability or obligations, except as may be specified in this Agreement or any SOW.
- B. **Service and Deliverable Warranties.** Supplier warrants that for a period of 24 months, or such longer period of time as is set forth in the applicable SOW, from the date of acceptance by Honeywell ("Warranty Period"), the Services and Deliverables (including all replacement or corrected Services and Deliverables or components) will be free from defects in material, workmanship, and design, even if the design has been approved by Honeywell; conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Honeywell; be merchantable; be fit for the intended purpose and operate as intended; comply with all laws; be free and clear of any and all liens or other encumbrances; not infringe any patent, published patent application, or other intellectual property rights of

any third party; and not utilize misappropriated third party trade secret information. Supplier warrants that it has all licenses, permits, approvals, certificates, and other documents required to be maintained by Supplier under any applicable law in connection with Services and Deliverables provided under this Agreement.

- C. **Remedies.** Supplier will correct and repair any defect, malfunction, deficiency, error or non-conformance (collectively, "**Non-Conformance**") in a Service or Deliverable which prevents the Service or Deliverable from conforming to the requirements of this Agreement or any SOW and performing as warranted, at no cost to Honeywell. If Supplier is unable or unwilling to correct or repair a Non-Conformance within the time specified by Honeywell, Honeywell may, in addition to any other rights or remedies it may have at law or in equity, by itself or through a third party, correct or repair the Non-Conformance, re-perform the non-conforming Services at Supplier's expense, or require Supplier to provide Honeywell with a refund for all Services and Deliverables which do not conform and perform as warranted. Supplier is responsible for the costs of repairing, replacing or correcting nonconforming Services or Deliverables, and for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the nonconforming Services or Deliverables or of Honeywell's affected end-product; all freight charges; all customer charges; and all other corrective action costs (including costs of additional inspection or quality-control systems). Unless set off by Honeywell, Supplier will reimburse Honeywell for all such costs upon receipt of Honeywell's invoice.
- D. **Conditions Applicable to All Warranties.** The warranties survive any delivery, inspection, acceptance or payment by Honeywell for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of Non-Conformance, even if the Services or Deliverables were previously inspected. The warranties and rights provided are cumulative and in addition to any warranty and right provided at law or in equity. Any applicable statute of limitation runs from the date of discovery. These warranties apply to any replacement, corrected or re-performed Services or Deliverables.
- E. **Third-Party Warranties.** Supplier must obtain third-party warranties consistent with this warranty section and furnish all warranty information and assign all warranties from its sub-tier suppliers to Honeywell with respect to Deliverables provided and Services performed by such sub-tier suppliers. Honeywell has the right to withhold payment(s) until this obligation is satisfied.
- F. **Authorization to Perform.** Each Party represents that it is duly organized and authorized to enter into this Agreement and to perform all obligations; and that it is not a party to any agreement with a third party which would restrict its ability to perform its obligations under this Agreement. Supplier will promptly notify Honeywell of any action taken by or against it that could result in a breach of Supplier's obligations or representations under this Agreement.

14. CONFIDENTIAL INFORMATION AND DATA SECURITY

- A. **Definition.** "**Confidential Information**" means, subject to the Exclusions below, all information, including without limitation Honeywell's specifications, samples, drawings, materials, know-how, designs, processes, Work Product, software, other technical, business, or financial information, data, the terms and conditions of this Agreement, and any Personal Data of all Honeywell officers, directors, employees, agents, contractors, customers and suppliers that: (a) is supplied to or observed or overheard by Supplier in connection with this Agreement; (b) Supplier designs, develops, or creates for or on behalf of Honeywell in connection with this Agreement; or (c) all derivatives of (a) and (b) that Supplier has or will design, develop or create. Supplier's obligations of confidentiality with respect to Confidential Information continue for 10 years after expiration or termination of this Agreement, except for Personal Data and trade secrets which will be held in confidence perpetually, and other Confidential Information which the Parties agree, in writing, will be held in confidence perpetually.
- B. **Use of Confidential Information.** Supplier will: (a) disclose Confidential Information only to (i) its employees having a need-to-know with respect to the intent of this Agreement, and (ii) those of its agents, personnel or third parties who are required to have the Confidential Information in connection with the performance of the Services or Deliverables or the performance of obligations under this Agreement, and, whether (i) or (ii), are bound in writing to Supplier to protect and use the Confidential Information in accordance with the confidentiality obligations of this Agreement, and Supplier will be responsible for any breaches of the

confidentiality obligations of this Agreement, by these employees, agents, personnel or third parties; (b) use Confidential Information only in relation to the performance of the Services or Deliverables or the performance of obligations under this Agreement, or as provided in this Agreement; (c) protect the Confidential Information using the same degree of care as it uses to protect its own proprietary information, but with no less than a reasonable degree of care; and (d) not decompile, disassemble, decode, reproduce, redesign, or reverse engineer Confidential Information or any part thereof. Supplier may make a limited number of copies of Confidential Information as necessary to complete the performance or receipt of the Services or Deliverables or the performance of obligations under this Agreement. All copies made will reproduce the restrictive legends of the original. Each Party retains ownership of its Confidential Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets.

- C. **Exclusions.** This Agreement imposes no obligation upon Supplier if Supplier can demonstrate that the Confidential Information: (a) was rightfully in Supplier's possession before receipt from Honeywell and was not accompanied by a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault or negligence of Supplier; (c) is rightfully received by Supplier from a third party and is not accompanied by a duty of confidentiality; (d) is disclosed by Honeywell to a third party without a duty of confidentiality on the third party; (e) is independently developed by Supplier without use of Honeywell's Confidential Information; or (f) is disclosed under operation of law, provided Supplier notifies Honeywell and upon Honeywell's request and at Honeywell's cost cooperates in all reasonable respects to contest the disclosure or obtain a protective order or other remedy.
- D. **Return.** Supplier will return or destroy, at Honeywell's discretion, Confidential Information and all copies upon the earlier of Honeywell's written request or termination of this Agreement and will certify in writing to the return or destruction within 30 calendar days, except for any such Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable. Notwithstanding the foregoing, Supplier may retain (i) one copy of the Confidential Information to the extent required for evidentiary purposes, (ii) Business Contact Details to the limited extent they are needed to manage any ongoing relationship with Honeywell, and (iii) Personal data which forms part of Supplier's business accounts and/or records relating to the performance of this Agreement that are required for evidentiary purposes or required by law, where the purpose of such accounts or records cannot be achieved if the Personal Data contained therein is deleted or otherwise anonymized.
- E. **Security Terms and Conditions.** Supplier will comply with Honeywell's Security Terms and Conditions for Suppliers attached to this Agreement.
- F. **Supplier Confidential information.** Supplier will take all reasonable steps to provide the Services and Deliverables under this Agreement and any Statement of Work without providing any Supplier confidential information to Honeywell. Accordingly, Honeywell will be under no duty of confidentiality except for Supplier's confidential information and the terms governing use and disclosure expressly set out in the Supplier's Confidential Information Exhibit attached to this Agreement, if any.

15. DATA PRIVACY

- A. **"Applicable Data Privacy Laws"** means applicable data protection, privacy, breach notification, or data security laws or regulations.
- "Business Contact Details"** means business contact details relating to an individual in a Party's business, such as first name, last name, initials, email address, job title or place of work, that are needed by the other Party for the purposes of managing the relationship between the Parties.
- "Personal Data"** means any information relating to an identified or identifiable natural person as defined under Applicable Data Privacy Laws.
- The terms **"Service Provider"** or **"Contractor"** will have the meaning defined in the California Consumer Privacy Act (CCPA) as amended or analogous definitions in Applicable Data Privacy Laws.
- B. Each Party may process the Business Contact Details or additional categories of Personal Data of the other in connection with this Agreement as an independent Data Controller (as that term or similar variants may otherwise be defined under Applicable Data Privacy Laws) to the extent necessary to perform their obligations hereunder. If the Parties transfer Personal Data from the European Economic Area (EEA), UK, Switzerland or any other jurisdiction that restricts the cross-border transfer of Personal Data or requires a

data transfer mechanism for data transfers to locations outside of that jurisdiction, each Party agrees to be bound by the terms of the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer," as applicable, and as those terms are defined therein. For jurisdictions outside of the EEA, all references to "GDPR" in the Controller SCCs will be deemed to refer to the Applicable Data Privacy Law. 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. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out in the "Controller to Controller Transfers" document published at <https://www.honeywell.com/us/en/company/data-privacy>. If there is a conflict between this Agreement and the SCCs, the Controller SCCs will prevail. Where there is a change in the law that requires that the Controller SCCs be amended or replaced, such legally required changes will be deemed to have been made automatically without further action by the Parties.

C. **To the extent that** the provision of the Products, Services, Goods, Works and/or Deliverables requires Supplier to process Personal Data as a processor, Service Provider or Contractor on behalf of Honeywell (or Honeywell's customer) as a controller or "Business," the [Honeywell Data Processing Exhibit for Suppliers](#) attached to this Agreement will apply to the processing.

16. INTELLECTUAL PROPERTY OWNERSHIP

- A. **Disclosure.** Supplier will promptly make a complete written disclosure to Honeywell of each invention, technique, device, discovery or procedure, whether patentable or not ("Disclosed Subject"), conceived or first actually reduced to practice solely by Supplier and its employees or agents, or jointly with Honeywell and its employees or agents, as a result of Services performed under this Agreement. As to each Disclosed Subject, Supplier will specifically point out the features or concepts that Supplier believes to be new or different.
- B. **Ownership of Work Product.** The exclusive right, title and interest in and to all works performed under this Agreement, and all materials, source code, information, know-how and Deliverables prepared or developed as a result of Services performed, both as individual items or a combination of components and whether or not the Services are completed, including, without limitation, any Disclosed Subject ("Work Product") will vest in Honeywell. The Work Product will be deemed to be work-made-for-hire and made in the course of Services rendered and will belong exclusively to Honeywell, with Honeywell having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive right, title or interest in the Work Product may not originally vest in Honeywell as contemplated in this Agreement (e.g., the Work Product does not constitute work-made-for-hire), Supplier hereby irrevocably assigns, transfers and conveys to Honeywell all right, title and interest to the Work Product. Supplier and its personnel will give Honeywell or any Honeywell designee all reasonable assistance and execute all documents necessary to assist or enable Honeywell to perfect, preserve, register or record its rights in any Work Product. If for some reason the right, title and interest to Work Product is not assignable to Honeywell, then Supplier hereby grants to Honeywell an exclusive (even as to Supplier), world-wide, assignable, paid-up, royalty-free, irrevocable, perpetual license to: (a) use, execute, reproduce, display, perform, maintain, distribute (internally and externally) copies of and prepare derivative works of the Work Product; (b) use, make, have made, sell, offer to sell, import and export the Work Product; and (c) authorize or sublicense others to do any, some or all of the foregoing without accounting to Supplier. Supplier will, immediately upon request of Honeywell, or upon termination, cancellation or expiration of this Agreement, turn over to Honeywell all Work Product and any Honeywell documents or other materials held by or on behalf of Supplier, together with all copies thereof.
- C. **Supplier's Pre-Existing Works.** Nothing contained in this Agreement will be construed to restrict, impair or deprive Supplier of any of its rights or proprietary interest in technology or products which existed prior to and independent of the performance of Services under this Agreement ("Supplier Pre-Existing Works"). No Work Product will include any Supplier Pre-Existing Works or works of authorship of a third party. To the extent that any Supplier Pre-Existing Works or other materials owned by any third party are contained in a Deliverable, those materials will be specifically identified in the applicable Statement of Work. With

respect to Supplier Pre-Existing Works or other material owned by Supplier or any third party incorporated into the Deliverables or Services, Supplier hereby grants to Honeywell an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, paid-up, assignable license to: (a) use, execute, reproduce, display, perform, maintain, distribute (internally and externally) copies of and prepare derivative works thereof; (b) use, make, have made, sell, offer to sell, import and export the Supplier Pre-Existing Works or other material; and (c) authorize or sublicense others to do any, some, or all of the foregoing without accounting to Supplier.

D. **Data Rights.** Without limiting any other rights Honeywell might have under this Agreement, Supplier grants Honeywell and its subsidiaries and Affiliates access to and a perpetual, irrevocable, non-exclusive, worldwide, fully paid up right to retain, transfer, duplicate, analyze, modify, prepare derivative works and otherwise use for any purpose all data inputted, uploaded or transferred in relation to, or which is collected by, any goods and related products or Services provided by Supplier ("**Deliverables Data**"). Deliverables Data is Honeywell Confidential Information. All information, analysis, inventions and algorithms derived from Deliverables Data by Honeywell and/or its subsidiaries and affiliates and any intellectual property rights obtained thereon, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. This Section survives termination of this Agreement.

E. **Remedies.** Supplier acknowledges and agrees that, in the event of a breach or threatened breach of this Intellectual Property Ownership Section, Honeywell will have no adequate remedy at law and, accordingly, will be entitled to an injunction against a breach or threatened breach.

17. INDEMNIFICATION

A. **General Indemnification.** Supplier will, at its expense, defend, hold harmless and indemnify Honeywell and its subsidiaries, Affiliates, and agents, and their respective officers, directors, shareholders, and employees, and Honeywell's customers (the "**Indemnitees**") from and against any and all claims and related loss, costs, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee ("**Loss**") incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with:

- 1) Performance of this Agreement by Supplier or its personnel (including any employment-related Loss arising out of, resulting from or occurring in connection with the performance),
- 2) the acts, omissions, negligence or willful misconduct of Supplier or its personnel,
- 3) Supplier's breach of the terms of this Agreement, or
- 4) any theft or other misappropriation of Honeywell's or its personnel's information, property or funds by Supplier or its personnel.

Supplier's indemnification includes claims between the Parties including legal fees. If Honeywell is obligated to pay any Loss or any damages pursuant to its contract with a customer, then Supplier will be liable for such Loss or any damages to the extent Supplier causes or contributes to such Loss or any damages. Nothing in this Section limits Honeywell's right to claim all actual damages sustained by Honeywell as a result of Supplier-caused delays.

B. **Remedies.** Unless expressly provided otherwise, all Honeywell remedies set forth in this Agreement, are in addition to, and will in no way limit, any other rights and remedies that may be available to Honeywell at law or in equity. For clarity, Honeywell may only be made whole once for its losses regardless of the remedies sought.

C. **Intellectual Property Indemnification.** For anything provided by or through Supplier, even if created by generative artificial intelligence, including without limitation any item, material, good, deliverable, service or product (collectively, "**Material**"), Supplier will, at its expense, defend, hold harmless and indemnify the Indemnitees from and against any and all Loss arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright or trademark infringement; (b) infringement by machines, articles of manufacture, compositions of matter or processes, or any portion thereof; (c) unlawful disclosure, use or misappropriation of trade secrets; or (d) any other violation of any intellectual property right. If an infringement claim is upheld or is reasonably believed by Honeywell to be upheld, or if any injunction or

restraining order is issued, Supplier will, at its expense, obtain for Indemnitee, at Indemnitee's election, either the right to continue to use and commercialize the allegedly infringing Material, and any allegedly misappropriated trade secrets, or replace or modify the Material to make it non-infringing, provided that the replacement or modification is acceptable to Honeywell and does not impair the performance or functionality of the infringing Material. Any modification to, or substitute for, any allegedly infringing Material will be subject to all of the terms and conditions of this Agreement, including, without limitation, the indemnification provisions in this Intellectual Property Indemnification clause. Supplier will also indemnify Honeywell's customers and agents for infringement if and to the extent that Honeywell has agreed to so indemnify them, but to no greater extent than Supplier has a duty to indemnify Honeywell herein and under the same conditions as set forth herein. Supplier's obligations to defend, indemnify, and hold harmless Indemnitees under this Section for infringement claims based on a United States patent do not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to Honeywell's prime or higher tier contract, and Honeywell and its customers are not liable to the U.S. Government for any damages, losses, costs, and expenses, including reasonable attorney fees by a third party. Supplier will have the right to conduct the defense and settlement of any claim or action described in this Section if it acknowledges in writing its responsibility for such claim within ten (10) calendar days of receiving notice of the claim, but in no event will Supplier enter into any settlement without Honeywell's prior written consent, which will not be unreasonably withheld or delayed. Honeywell may participate in the defense or negotiations to protect its interests. If Supplier fails to defend or settle any Loss in a prompt and competent manner, or fails to timely acknowledge in writing its responsibility, then Honeywell, at its option, has the right to take over the defense and settlement of the Loss at Supplier's expense. Supplier will pay all costs, expenses (including reasonable attorney and professional fees and costs), awards, judgments and settlements promptly as they become due, and Supplier will give Honeywell all information, assistance and authority to enable Honeywell to defend and settle the claim or action. In no event will Honeywell be required to indemnify or defend Supplier as a result of any claims or allegations of infringement.

D. Security Breach Indemnification. Supplier will defend, hold harmless and indemnify the Indemnitees from and against, and reimburse the Indemnitees for, any and all Security Breach Losses (as defined below) suffered or incurred by, awarded against or agreed to be paid by, any of the Indemnitees relating to, resulting from, or in connection with:

- 1) any Security Breach (as defined below) involving Supplier and/or Supplier's breach of any applicable data protection, privacy, breach notification, or data security law or regulation; or
- 2) any of the terms and conditions or obligations relating to information and data protection, privacy, breach notification, data security, or Personal Data set out in the Sections of this Agreement titled "Confidential Information and Data Security" and "Data Privacy."

"Security Breach Losses" means, except to the extent prohibited by applicable law, all liabilities, costs, losses, material and non-material damages, claims, actions, and expenses incurred by Honeywell or any Affiliate in connection with a Security Breach including, but not limited to, the cost of legal fees; fines, penalties, settlements, sanctions and similar assessments imposed by, and the reasonable costs of compliance with investigations conducted by, any data protection authority or other governmental, regulatory, administrative, judicial or other agency or similar body having authority over an Indemnitee; loss or damage to reputation, brand, or goodwill; compensation or other amounts paid to a data subject; and Security Breach investigation and response costs and expenses (including, but not limited to, the cost of call center support services, public relations and other crisis management services, and consulting, forensic, accounting, and auditing services). **"Security Breach"** means any event involving any actual, suspected, potential, or threatened compromise of the confidentiality, integrity, or availability of data and/or the networks, systems or databases on which the data is stored, transmitted or otherwise processed, including, but not limited to, any accidental, unlawful, or unauthorized disclosure, use, viewing, destruction, loss, alteration, or acquisition of, or access to, any data including Personal Data received by or through Supplier in performance of this Agreement.

E. Main Contract Indemnity. The Subcontractor indemnifies Indemnitees against:

- 1) liquidated damages for delay payable by Honeywell under the Main Contract; and

2) other damages payable by Honeywell under or in connection with the Main Contract in consequence of Honeywell failing to achieve completion under the Main Contract by the required date for completion, arising out of or in connection with any act or omission of the Subcontractor.

The Subcontractor acknowledges that the rate of liquidated damages payable by Honeywell under the Main Contract will apply under this Agreement if not stated otherwise in the applicable SOW/ PO.

The Subcontractor's liability to indemnify Indemnitees under this Section will be reduced proportionally to the extent that any of the costs, expenses, losses or damages suffered or incurred by Honeywell as referred to in this Section is caused by a breach of this Subcontract by Honeywell or by Honeywell's negligence.

F. Right to Defend. Supplier will have the right to conduct the defense and settlement of any claim or action described in this Indemnification Section, if it acknowledges in writing its responsibility for such claim or action, but in no event will Supplier enter into any settlement without Honeywell's prior written consent which will not be unreasonably withheld. Indemnitee may participate in the defense or negotiations to protect its interests. If Supplier fails to defend or settle any Loss (including a Security Breach Loss) in a prompt and competent manner, then Honeywell, at its option, has the right to take over the defense and settlement of the Loss (including a Security Breach Loss) at Supplier's expense. Supplier will pay all costs, expenses (including reasonable attorney and professional fees and costs), awards, judgments and settlements promptly as they become due, and Supplier will give Honeywell all information, assistance and authority to enable Honeywell to defend and settle the claim or action.

18. LIEN WAIVERS

Supplier will furnish, upon Honeywell's request, waivers by Supplier and all other persons entitled to assert any lien rights in connection with the performance of this Agreement and will indemnify Honeywell against all costs, loss or liability incurred by Honeywell as a result of any failure by Supplier or any other person to comply with this provision.

19. LIMITATION OF LIABILITY

A. Limit on Types of Damages Recoverable. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Exclusions. Any limitations set forth in this Agreement will not apply with respect to: (a) claims for either Party's breach of its obligations of confidentiality, data security and data privacy; (b) claims for which Supplier is obligated to indemnify Honeywell under this Agreement; (c) claims for bodily injury or death or physical damage to tangible property resulting from either Party's negligence or willful misconduct, (d) any claims resulting from either Party's gross negligence, or fraudulent or willful misconduct, or (e) claims, losses, damages, costs, fines, penalties or expenses resulting from either Party's violation of any applicable law or regulation.

20. INSURANCE

At all times during the Term of this Agreement, and during the performance of any Services, Supplier will maintain and carry insurance programs that provide for coverage consistent with Supplier's obligations hereunder, and which insure Supplier against liability for injury to persons, including injuries resulting in death, environmental damage or restoration, and loss or destruction of, or physical damage to property in connection with the Services, including:

A. Workers' compensation in an amount no less than the applicable statutory minimum requirement, and Employer's Liability in an amount of no less than USD\$1 million per accident/per employee. Such insurance will provide coverage in the location in which the work is performed and in which Supplier is domiciled.

- B. Commercial general liability insurance, on an occurrence basis, including premises, products and completed operations, personal injury, sudden and accidental pollution and contractual liability, in a minimum combined single limit for bodily injury and property damage of USD\$5 million per occurrence and in aggregate.
- C. Business automobile liability 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 USD\$5 million per occurrence.
- D. Professional liability including technology errors & omissions insurance with a minimum limit of USD\$5 million per claim, providing coverage for errors, omissions, or negligence in connection with the performance of Supplier's professional and/or 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 the longer of (i) completion of Services or (ii) usable life of the applicable product. Such insurance will also include cyber liability coverage with computer network security liability and privacy liability coverage.

Any limits of insurance may be met through a combination of primary and/or excess/umbrella liability insurance policies. All insurance required in this Insurance section will be written by companies with a rating of no less than "A- VII" by A.M. Best or equivalent agency. All required insurance will be primary and non-contributory to any insurance carried by or available to Honeywell, and any "other insurance" clauses under Supplier's policies will be amended accordingly. Except where prohibited by law, all insurance policies will contain a clause waiving all rights of recovery or subrogation against Honeywell, its subsidiaries and affiliated companies. Except for workers compensation and professional liability, Supplier's insurers will include Honeywell International Inc., its partners, partnerships, joint ventures, subsidiaries, and affiliates, and their respective employees, officers and agents as additional insureds or indemnitee to principal as applicable.

Prior to commencement of any Services under this Agreement, and on an annual basis within seven (7) days following each renewal, Supplier will provide to Honeywell certificates of insurance evidencing the required coverage. Supplier or its insurers will provide thirty (30) days prior written notice to Honeywell in the event of cancellation or material change of insurance coverages or endorsements required hereunder.

Supplier will carry any other insurance required by law in the territory, state or jurisdiction where the Services are to be performed. If and as applicable, Supplier will require any subcontractors performing services hereunder to maintain insurance of the types, terms (including additional insured and waiver of subrogation provisions) and amounts required of Supplier. All cost of insurance, including deductibles, for Supplier or any subcontractor will be at Supplier's expense and will not be passed through to Honeywell.

The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of any liability or indemnification obligations in this Agreement.

21. APPLICABLE LAW AND FORUM

- A. India Governing Law. The construction, interpretation, performance, and enforcement hereof, all transactions hereunder and the Parties' relationship in connection therewith or any related claims, whether founded in contract, tort or otherwise, will be governed by the laws of India without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator selected by the Parties, in accordance with the Arbitration and Conciliation Act, 1996, which rules are deemed incorporated by reference into this clause and this Agreement. If after 60 days the Parties cannot agree on a sole arbitrator, then each Party will select one arbitrator, and the two arbitrators will select a third. The arbitration will be conducted in English, and any non-English documents submitted by a Party must be accompanied by an accurate English translation. The arbitrator(s) will allow appropriate discovery and resolve the dispute as expeditiously as possible, and if reasonably practicable, within 120 days. Judgment upon the arbitration award will be final and binding, and may be entered by any court having jurisdiction thereof. The place of arbitration will be Bangalore, India.
- B. Additional Arbitration Rules. Any award will be payable in the currency of this Agreement, unless expressly modified by a Purchase Order or Statement of Work issued pursuant to this Agreement. Either Party may

apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrators' determination of the merits of the controversy. The language of the arbitration will be English.

- C. Executive Escalation. Before the Parties initiate arbitration or any legal action ("Dispute"), other than injunctive relief, the Parties will schedule a mandatory executive conference to be held within 15 days of receipt of the other Party's written request. The conference will be attended by at least one executive from each Party. At the conference, each Party will present its view of the Dispute and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the Dispute is not resolved at the executive conference or a mutually agreed period thereafter (not to exceed 15 additional days in total), then either Party may pursue resolution of the dispute consistent with the other terms of this Agreement, or available at law or in equity. If applicable, Supplier agrees, at Honeywell's sole discretion, to join and to participate in any Dispute resolution process required by Honeywell's contract with the customer and/or owner if any Dispute relates to Supplier's work. In the event that the Supplier makes a claim for additional compensation or any other relief that, in Honeywell's sole judgment, arises out of acts or conditions for which the customer and/or owner may be responsible, Supplier will participate in the Dispute resolution process with the customer and/or owner and will be bound by the results.
- D. Related Disputes. Notwithstanding anything to the contrary in this Section, where a dispute under the Notice of Dispute Section concerns any right, obligation, relief, benefit or entitlement under the Main Contract, Honeywell may give written notice to the Subcontractor, requiring:
 - i. the dispute to be determined in conjunction with any related dispute under the Main Contract ("Main Contract Dispute") and in accordance with the dispute resolution procedures under the Main Contract;
 - ii. the dispute and the Main Contract Dispute to be considered at the same time, or immediately before or after the other; or
 - iii. any proceedings in relation to the dispute to be stayed until the determination of the Main Contract Dispute.

22. COMPLIANCE WITH LAWS AND INTEGRITY

- A. Supplier will comply with all laws, orders, rules, regulations and ordinances and Honeywell's Supplier Code of Business Conduct ("Code") in performing this Agreement. A copy of the Code may be obtained at <http://hwll.co/CodeOfConduct>. Supplier agrees to abide by the Code and maintain an integrity and compliance program that encompasses at a minimum the standards of business conduct set forth in the Code and that effectively prevents and corrects ethical violations and maintains compliance with laws. Supplier and its employees, agents, representatives and subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Honeywell, to its employees, agents or representatives, other than payments set forth in this Agreement or other written contractual agreement between Supplier and Honeywell; or (b) to or from any third party for the purpose of influencing the performance by Supplier or Honeywell of its respective duties hereunder. Supplier warrants and represents it has and will comply with the U.S. Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act, EU and similar anti-bribery legislation or requirements. A breach of this provision will be deemed a material breach of this Agreement and grounds for termination of this Agreement.
- B. Supplier acknowledges that in the event of Supplier's breach of its obligations, warranties and representations under this section, Honeywell may suffer damage to its reputation and loss of business which is incapable of accurate estimation.
- C. Supplier will indemnify and hold harmless Honeywell from and against any and all loss, cost, expense (including reasonable attorney and professional fees), claims, damage, or liability arising out of or resulting from or occurring in connection with Supplier's breach of this Section.

23. SOCIAL AND ENVIRONMENTAL GOVERNANCE

- A. **Management System.** Supplier must have a management system dedicated to compliance with applicable environmental, health and safety laws and regulations to ensure a safe working environment for their employees and responsible care of materials to prevent a negative impact on the environment (for example: ISO14001:2015/OHAS 18001:2007).
- B. **REACH.** Upon request, in form and substance satisfactory to enable Honeywell to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("REACH"), Supplier will provide Honeywell with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Deliverables supplied under this Agreement, including all safety information required under REACH and information regarding the registration or pre-registration status of any Deliverables pursuant to REACH promptly but no later than 45 days of receiving such request. Supplier agrees that it will include any Honeywell "Identified Use" in its REACH registrations or applications for Authorization, unless Supplier notifies Honeywell that it rejects the Identified Use in order to protect human health or the environment and specifies the reason for the rejection. In this case Honeywell will have the right to terminate this Agreement, without incurring any damages.
- C. **RoHS Directives.** Absent Honeywell's prior written consent, no Deliverables will contain any of the substances identified in Article 4.1 of the European Parliament Directive (2011/65/EU collectively, the "RoHS Directives") (as such RoHS Directives are updated from time to time) or similar applicable laws or regulations, restricting the use of hazardous materials in other jurisdictions.
- D. **Montreal Protocol.** Deliverables will not include any of the restricted chemicals set forth in the Montreal Protocol on ozone-depleting substances.
- E. **Proposition 65.** Supplier will comply with its obligations under the Safe Drinking Water and Toxic Enforcement Act of 1986 of the State of California ("Proposition 65"). If the Deliverables contain any Proposition 65 listed chemicals, the Deliverables will be delivered with the warning labeling in full compliance with Proposition 65. If such chemicals are within safe harbor levels not requiring warning labeling under Proposition 65, Honeywell may request Supplier to provide certification, test protocol and test results evidencing that warning labeling is not required.
- F. **WEEE Directive.** Supplier will be responsible for all costs and liabilities for or relating to the recycling of Deliverables pursuant the most current version of European Parliament Directive 2012/19/EU (the "WEEE Directive") as the WEEE Directive is updated from time to time and as any such Directive is implemented in any country.
- G. **Toxic Materials.** Supplier will avoid use of materials of concern in the Deliverables provided to Honeywell, including but not limited to Persistent, Bioaccumulative Toxic (PBT) substances, Persistent Organic Pollutants (POPs) (e.g. PCBs, mercury, certain insecticides-DDT, Chlordane etc.), Carcinogens (known or suspected), Mutagens, Radioactive materials, Reproductive toxins (known or suspected), Beryllium, Hexavalent Chromium, Asbestos or other respirable fibers, Ozone depleting substances, Brominated flame retardants or Nanoparticles. Supplier will pro-actively inform Honeywell of any above listed substances content in any Deliverables supplied under this Agreement. If applicable, Supplier will be responsible for all costs and liabilities for or relating to the disposal and/or recycling of materials, waste and products.
- H. **Accessibility.** Supplier represents and warrants that all Information Communication Technology ("ICT") provided to or developed forby Honeywell pursuant to this Agreement complies with the Accessibility Requirements. Information Communication Technology has the meaning defined in Section 508 of the Rehabilitation Act (29 U.S.C. 794d) and includes information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents. **Accessibility Requirements** means the criteria set forth in the Web Content Accessibility Guidelines ("WCAG") 2.1 AA Success Criteria, Section 508 of the Rehabilitation Act (29 U.S.C. 794d), and other requirements provided by Honeywell. Supplier will not charge additional fees to bring ICT into compliance with the Accessibility Requirements. During the Term, Supplier will repair or replace, in the time period(s) specified by Honeywell and at no cost to

Honeywell, ICT that Honeywell determines do not comply with the Accessibility Requirements. If such repair or replacement is not completed within the specified time period, Supplier shall reimburse Honeywell for any amounts incurred by Honeywell related to noncompliant ICT, and Honeywell may at any time, avail itself of any other remedies available to Honeywell, including terminating this Agreement. Honeywell shall not be liable to Supplier for any amounts, except to pay for any ICT accepted (and not returned) by Honeywell, subject to Honeywell's right to deduct amounts owed by Supplier.

- I. **Conflict Minerals Compliance.** In accordance with applicable "Conflict Minerals" laws, Honeywell must determine whether its products contain tin, tantalum, tungsten or gold ("3TG") originating in the Democratic Republic of the Congo and adjoining countries ("Conflict Minerals"). To the extent Supplier supplies direct materials containing 3TG to Honeywell under this Agreement, Supplier commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into products it supplies to Honeywell. If requested, Supplier will promptly provide information or representations that Honeywell reasonably believes are required to meet its conflict minerals compliance obligations.

24. IMPORT AND EXPORT COMPLIANCE

- A. **Import.** In the event government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the goods imported under this Agreement Honeywell reserves the right to terminate this Agreement in accordance with the Termination provisions.
- B. **Export.** Supplier will comply with all export laws and regulations of all countries involved in transactions associated with this Agreement.

If the receiving Party receives hardware, Technical Data, manufacturing drawings, Specifications, software or similar type items from the disclosing Party, it is the responsibility of the receiving Party to ensure compliance with all U.S. export laws and regulations, as well as all applicable local export laws and regulations if the receiving Party is located outside the U.S., in the performance under this Agreement. These laws include, but are not limited to, (a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations ("ITAR"), and (b) Exports Controls Act of 2018, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations ("EAR"), and all applicable local export laws and regulations if the receiving Party is located outside the U.S.

No hardware, Technical Data, manufacturing drawings, Specifications, software or similar type items whose export is controlled by the U.S. Department of State or the U.S. Department of Commerce will be transferred, disclosed or exported to "**Foreign Persons**," as defined in the above stated laws and regulations, without specifically obtaining approvals from the U.S. Department of State's Office of Defense Trade Controls or from the U.S. Department of Commerce's Bureau of Industry and Security, as required.

If the receiving Party intends to transfer, disclose or export any the disclosing Party Technical Data, manufacturing drawings, Specifications, software or similar type items to any "Foreign Persons", prior written authorization of the disclosing Party must be obtained prior to the receiving Party obtaining U.S. Government licenses or other approvals as stated above. The receiving Party agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.

25. U.S. GOVERNMENT COMPLIANCE

To the extent this Agreement (i) is in furtherance of a United States Government contract or subcontract that is subject to the U.S. Federal Acquisition Regulation (FAR) and/or other agency supplements, it incorporates by reference the Supplemental Provisions Under Fixed Price U.S. Government Contracts for Commercial Items, or (ii) is funded or otherwise the subject of a United States Government Grant, it incorporates by reference the Supplemental Provisions Under U.S. Government Grants, both sets of Supplemental Provisions are accessible at <https://www.honeywell.com/en-us/company/integrity-and-compliance>.

To the extent employment activities of Supplier occur in the United States and if otherwise applicable this contractor and subcontractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-

741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.

26. NON-MILITARY END USER AND END USE CERTIFICATION (MEU RULE)

In order to satisfy U.S. export control laws, the Supplier confirms that it is not an entity that meets the definition of a military end user in China (including, Hong Kong and Macau), Russia, Belarus, Myanmar/Burma, Venezuela, or Cambodia (“**Military End User**”) or sells items that support or contribute to a Military End Use by a Military End User. Military End User includes any entity that is part of the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police, government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support “military end uses.” “**Military End Uses**” includes use of an item to support or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of military items. In addition, the Supplier will not divert or in any way utilize or sell products, materials, or technology/technical data/specifications supplied by or on behalf of Honeywell to Supplier under or in connection with the Agreement to/for any entity which is a Military End User or for Military End Uses by a Military End User. Supplier will immediately notify Honeywell and cease all activities associated with the transaction in question if it knows or has a reasonable suspicion that such products, materials, technical data, plans, or specifications may be exported, reexported, or transferred to a Military End User or in support of a Military End Use by a Military End User. Supplier’s failure to comply with this provision will be deemed a material breach of the Agreement. Notwithstanding anything to the contrary in the Agreement, Honeywell may take any and all actions required to ensure full compliance with applicable export control laws without Honeywell incurring any liability.

27. SANCTIONS

Supplier represents, warrants, and agrees that:

- A. Supplier 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, the so-called People’s Republic of Donetsk, and the so-called People’s Republic of Luhansk regions 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.
- B. Relating to this Agreement, Supplier 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**”). Supplier will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this Agreement and performance under this Agreement. Supplier will not take any action that would cause Honeywell to be in violation of Sanctions Laws.
- C. Supplier 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 Laws. Supplier will not source any components, technology, software, or data for utilization in Honeywell products or services: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.

Supplier’s failure to comply with this provision will be deemed a material breach of this Agreement, and Supplier will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this

provision. Supplier agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

28. ASSIGNMENT AND SUBCONTRACTING

This Agreement will be binding on Supplier and its respective permitted successors and assigns. Supplier will not assign this Agreement, or any rights or obligations under this Agreement, or subcontract all or any aspect of the work called for without the prior written approval of Honeywell. Any transfer of this Agreement by Supplier by merger, consolidation, dissolution, or any change in ownership or power to vote a controlling share of the voting stock in Supplier will constitute an assignment for the purposes of this Agreement. Any assignment or subcontract without Honeywell's written approval will be voidable at the option of Honeywell. Honeywell may assign this Agreement, or any of its rights or obligations under this Agreement to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the Honeywell product line or business to which this Agreement relates without Supplier's consent and upon written notice to Supplier. Supplier will be responsible for all its subcontractors and any act or omission of any Supplier subcontractor will be deemed an act or omission of Supplier for purposes of this Agreement.

29. EXCUSABLE DELAY (FORCE MAJEURE)

In the event of a delay, Supplier will initiate its resilience plan in accordance with the requirements of the Supplier Resilience Program Exhibit. Neither Party will be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence and which are unforeseeable, but any delay or failure to perform caused by the default of a sub tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, and (b) the Deliverables to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule. Supplier's ability to sell Deliverables at a more advantageous price, Supplier's economic hardship in buying materials or processing necessary for manufacture of the Deliverables, or labor disputes will not constitute an excusable delay event. The Party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to mitigate the effects of the delay and remedy the delay if it can be remedied. If Supplier's delivery is delayed, Honeywell may, at Honeywell's sole option, cancel deliveries scheduled during the excusable delay period or elect to extend the period of performance to cover the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Deliverables to Honeywell, Supplier will allocate its available supply of Deliverables in a manner that assures Honeywell of at least the same proportion of Supplier's total output of Deliverables as was allocated to Honeywell before the excusable delay event. If delivery of any Deliverables is delayed for more than 30 days, Honeywell may, without liability, cancel all or any part of this Agreement.

30. NOTIFICATION OF CLAIMS

The Subcontractor agrees that it will have No Claim, and that Honeywell will not be liable, in respect of any matter arising out of or in connection with the Subcontract unless:

- A. The Subcontractor submits a written notice to Honeywell, within the period stated in the Agreement or as mutually after the first occurrence of the events or circumstances on which the claim is based, specifying that the Subcontractor proposes to make a claim and setting out the nature of the proposed claim and the events or circumstances on which the claim will be based; and
- B. The Subcontractor submits a written claim to Honeywell, within the period stated in the Agreement or as mutually agreed after the date of the notice referred to in paragraph (a) above, specifying the nature and amount of the claim together with full particulars thereof.
- C. This Section does not apply to any claim for which the requirements of making such claim are expressly set out in another Section of this Agreement.

31. NOTICES

All notices, requests, demands and other communications relating to this Agreement must be in writing and delivered: (1) personally; (2) by a recognized overnight courier; (3) by certified first class mail, postage prepaid;

or (4) by electronic transmission (email), with proof of delivery (each to the respective address appearing on this Agreement) to each Party's designated authorized representative.

A notice will be deemed given (a) on the date delivered if delivered personally, (b) one (1) business day after being placed in the custody of an overnight courier as specified, (c) five (5) business days after being placed in the mail, or (d) on the date of successful delivery when sent by email. For the purposes of this Agreement, when a provision calls for Honeywell's written permission, consent, or signature, such permission, consent, or signature must be given by Honeywell's authorized representative.

All communications will be sent to the individuals set forth below or to such other individual as may be designated by a Party by giving written notice to the other Party.

If to Honeywell:

Honeywell Automation India Limited

Honeywell Business Address

Attn:

Contact Name:

Title:

Email:

If to Supplier:

Department:

Supplier Business Address:

Attn:

Contact Name:

Title:

Email:

32. GENERAL

- A. Language. This Agreement is in English, which will be the controlling language in all respects. Any other language version is intended for reference only. In the event of any conflict or discrepancy between language versions, the English version will prevail. English will be used for all oral and written communications between the Parties, including deliverables required under this Agreement. Pursuant to the rights available under this Agreement, if Honeywell requires Supplier's internal documentation, and such internal documentation is not in English, Supplier will either translate such documents to English or will make professional translation services by a third party approved by Honeywell available to Honeywell, both free of charge to Honeywell and at Honeywell's option.
- B. Relationship of Parties / Independent Contractor. Nothing in this Agreement will be construed to place Supplier and Honeywell in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party has the authority to obligate or bind the other in any manner. Nothing contained in this Agreement will give rise or is intended to give rise to rights of any kind to any third parties. Neither Party will make any representation to the contrary. The Parties agree that Supplier will perform its obligations under this Agreement as an independent contractor. Supplier will be solely responsible to exercise full control of, supervision over and responsibility for Supplier's personnel, its Employer Obligations, its subcontractors, or its agents, and any employee of any of the foregoing, including the employment, direction, compensation and discharge of Supplier's personnel, its subcontractors or its agents and any employee of any of the foregoing as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters. For any Deliverables or Services provided under this Agreement in jurisdictions with statutory employer protections, Supplier and Honeywell stipulate that Honeywell is deemed to be the statutory employer of Supplier's employees and all employees of any sub-tier contractor retained in any manner by Supplier, who perform services or access Honeywell's property and such status is limited to the period in which the preceding actions occur. Supplier and Honeywell further stipulate that all services

performed pursuant to this Agreement are an integral part of or essential to Honeywell's production of its goods or delivery of its services.

- C. **Non-Exclusivity, No Commitment.** Nothing in this Agreement will restrict Honeywell's right to contract with any third party to provide or perform, or to provide or perform on its own behalf, products, or services similar or identical to the Deliverables provided by Supplier pursuant to this Agreement. Furthermore, there is no requirement that any minimum level of business or fees be provided to Supplier by Honeywell.
- D. **Publicity.** Supplier will not use Honeywell's name or marks without Honeywell's express written consent, or refer to or identify Supplier's work and/or relationship with Honeywell publicly, including without limitation in any advertising or publicity releases or promotional or marketing materials. Furthermore, Supplier will not claim or suggest, implicitly or explicitly, that Honeywell's use of its services and deliverables constitutes Honeywell's endorsement of its services and deliverables.
- E. **Headings and Captions.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Agreement.
- F. **Buy Honeywell.** Supplier will use commercially reasonable efforts to utilize Honeywell products and services in the fulfillment of this Agreement. Upon Honeywell's request, the Parties will mutually agree on the establishment of reasonable metrics for the utilization of Honeywell products and services.
- G. **Waiver.** The failure or delay 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 those provisions, nor will any failure or delay prejudice the right of the Party to take any action in the future to enforce any provision. No waiver from Honeywell will be effective unless set forth expressly in writing and manually signed by Honeywell.
- H. **Severability.** If any provision of this Agreement (or portion thereof) is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties agree that the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.
- I. **Survival.** All provisions of this Agreement which by their nature should apply beyond its term will remain in force after any termination or expiration of this Agreement, including, but not limited to, those addressing the following subjects: Import/Export Compliance; Price; Most Favored Customer and Meet or Release; Invoicing and Payment; Set Off; Warranty; General Indemnification; Intellectual Property Indemnification; Insurance; Lien Waivers; Confidential Information and Data Security; Data Privacy; Intellectual Property Ownership; Audit; Relationship of Parties / Independent Contractor; Applicable Law and Forum; Remedies; Publicity; Waiver; and Survival.
- J. **Counterparts.** This Agreement may be signed in one or more counterparts (including faxed or electronically scanned copies), 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.
- K. **Modification.** Except as authorized under this Agreement, no change to or modification of this Agreement will be binding unless in writing, specifically identifying that it amends this Agreement and is signed by both Parties' authorized representative. If Supplier becomes aware of any ambiguities, issues, or discrepancies between this Agreement and any specification, design, or other technical requirement applicable to this Agreement, Supplier will immediately submit the matter to Honeywell for resolution. No course of dealing, prior dealings, usage of trade, or course of performance will be used to modify, supplement or explain any terms used in this Agreement.
- L. **Interpretation.** This Agreement have been negotiated at arm's length between Parties who are experienced and knowledgeable in the matters contained in this Agreement, and the Parties hereby agree that any statute, law or common law principles or other authority that would require interpretation of any ambiguities in this Agreement against the Party who has drafted it are not applicable and are hereby waived.
- M. **Divested Businesses.** In the event Honeywell divests a subsidiary, division or business unit, Supplier will extend Services pursuant to this Agreement to such subsidiary, division or business unit for a period not to exceed twelve (12) months from the date of divestiture under the terms of this Agreement.
- N. **Acquired Contracts.** If Honeywell acquires a company that is a customer of Supplier, Supplier will permit the termination, at Honeywell's option, of the acquired entity's agreement with Supplier without liability so

that the services provided to the acquired entity may be provided pursuant to the terms, condition, rates and charges contained in this Agreement between Honeywell and Supplier.

ATTACHMENT

Honeywell's Security Terms and Conditions for Suppliers

Instructions for the Honeywell Procurement Professional:

Detailed instructions for this process are available at <https://go.honeywell.com/CPSS>

In summary, the process is as follows:

1. Procurement confirms that a Non-Disclosure Agreement (NDA) is in place with the Supplier.
 - A. Within the Leap Procurement Contract request (Details Tab) the Procurement Professional confirms whether a security review and exhibit is required by answering the scoping questions within the "Intake Form Information" section as shown below Will Supplier (or any 3rd party) require access to Honeywell (or its customers) cyber resources (e.g. Honeywell's systems and/or any Honeywell information including customer data, engineering drawings, intellectual property, personal data, etc, no matter where located, including in Supplier systems, SaaS, etc.)
 - B. Will Supplier (or any 3rd party) require access to Honeywell (or its customers) physical resources (e.g. Honeywell equipment, facility, product, etc, no matter where located)?
 - C. Will Supplier (or any 3rd party) provide a product or service for use or resale that may create, contribute or otherwise be involved in a security or data privacy incident?

Note: If the answers determine that security terms are required, a blue "New Intake Form" button will appear below the questions, along with the option to select an existing Intake Form if one has been completed within the past three years and the use case is identical.

2. For a new Intake Form, the Procurement Professional, with assistance from the requestor if needed, clicks on the blue "New Intake Form" button to complete and save/submit the request. Detailed instructions are available at <https://go.honeywell.com/CPSSIntakeForm> (VPN required if not on site) to access instructions. Make certain that popups are enable for this site so that the new Intake Form window will appear
3. CPSS reviews the form and generates the report of applicable Security Terms and Conditions (MS Word doc) and sends that report to the requestor and Procurement Professional to be shared with the Supplier.
4. Once the Security Terms and Conditions are agreed upon by the Supplier, the Procurement Professional will insert them into the MSA, constituting the Security Attachment, as displayed text, not as an embedded document.
5. If the answers to **ALL** of the bulleted questions in item A are "No", then delete these Security Exhibit instructions and insert the "Honeywell's Security Terms and Conditions for Suppliers with no Access to Honeywell Resources" text below to the newly created attachment of the Contract. Include a reference within the table of contents as well, if applicable.

Please note:

1. Any proposed changes to the Security Terms and Conditions must be approved by the CPSS team; email CPSS@honeywell.com .
2. Completing the Intake Form also helps Honeywell track/manage its supplier risk environment.
3. Accurate responses to the scoping questions are required to meet audit and security compliance
4. If linking to an existing Intake Form, select the corresponding Intake Form by selecting "Yes" for the first question in the Intake Form Information section and locating/linking the Intake Form ID.

HONEYWELL SECURITY TERMS AND CONDITIONS FOR SUPPLIERS WITH NO ACCESS TO HONEYWELL RESOURCES

It is understood that Supplier will not have access to Honeywell physical or cyber resources, nor produce a customer-facing product that may lead to a security breach for Honeywell. Should the need arise for Supplier to have access to Honeywell physical or cyber resources, or produce a customer-facing product, that may lead to a security breach, then Supplier will confirm notification with Honeywell Security such that the appropriate security terms and conditions may be addressed.

Otherwise, Supplier is responsible for complying with all applicable laws and regulations, and will adhere to industry standard security practices including, but not limited to: (i) ensure that all employees with access to confidential information complete security awareness training that includes the protection of such information; (ii) conduct legally permissible background screening and verification on all employment candidates who have access to confidential information pursuant to local laws, regulations, ethics and contractual constraints; (iii) sanitize all data storage media before redeployment or disposal such that the data cannot be reconstructed; and (iv) notify the respective Honeywell account focal and send an email message to CIRT@honeywell.com with the relevant incident information for any incident involving Honeywell information.

ATTACHMENT

Honeywell Supplier Travel Policy

1. HONEYWELL TRAVEL GUIDELINES FOR SUPPLIERS

It is Honeywell's policy to conduct business travel in the least expensive manner following the guidelines defined within this document. No Supplier should materially or monetarily benefit nor be penalized because of expenses incurred while traveling for Honeywell. Reimbursement will be made for actual, reasonable, and proper expenditures incurred in the conduct of approved Honeywell business. The purpose and amount of the expenditure should conform to the ethical and legal standards of conduct expected of all Honeywell Suppliers.

2. AIR TRAVEL

- A. All air travel must be booked economy / coach class.
- B. All Suppliers must select the lowest logical airfare. For domestic travel, select the lowest logical airfare within a four-hour window of the desired departure time (2 hours before and 2 hours after), including connecting flights requiring not more than one connection per direction. For international travel, select the lowest logical airfare within an eight-hour window (4 hours before and 4 hours after) of the requested time of travel for long-haul, out of country travel. For travel between USA and Mexico, between USA and Canada, between Asia and the Pacific (including India), and between Europe and the Middle East, the four-hour window will apply.
- C. Travelers may choose a non-stop flight (over a lower-priced, connecting flight) provided that the additional cost is less than \$100 USD per direction of travel, or the connecting flight would have added more than a 2-hour extension of travel time each way.
- D. Whenever possible, travelers should make flight reservations at least fourteen (14) days in advance of the date of travel to take advantage of advance purchase discounts.

3. CAR RENTAL

- A. Rental automobiles should be used only when economically justified over all other means of transportation (i.e., taxi, public transportation, etc.).
- B. Intermediate size (or smaller) cars should be used unless there is equipment being carried or the number of passengers requires a larger vehicle. If a vehicle larger than an intermediate car is rented, Supplier must provide justification on the rationale for the larger vehicle.
- C. If there is a need to rent a car which will be reimbursed by Honeywell, the car must be rented through Honeywell's approved Travel Planner, travel agency, or booking tool with a Honeywell preferred car rental provider. In case access to Honeywell online booking is not possible, Supplier will book via the following dedicated link: <https://elink.enterprise.com/en/22/04/honeywell-international.html>.
- D. Honeywell's rates include both Liability Insurance and Loss Damage Waiver. If the Supplier purchases additional insurance, the cost of the insurance will *not* be reimbursed by Honeywell. If the Supplier has a need to use the car insurance, and the liability limits are in excess of those provided by the respective car rental agency, the Supplier is responsible for paying the excess/deductible.
- E. All contract information and rates are strictly confidential and may not be used or disclosed to anyone without a need-to-know basis and only for the purpose of Honeywell business travel.

4. SHUTTLE SERVICE – TAXI – LOCAL TRANSPORTATION

Commercial ground transportation such as shuttles, taxis, and public transportation should always be utilized in preference to renting a vehicle unless the use of the rental automobile is more cost effective.

At no time is a private car and driver (i.e., black car, limousine service, etc.) acceptable; this mode of transportation is not reimbursable.

5. LODGING

Contact the Honeywell person providing work direction for assistance in arranging lodging at the Honeywell location being visited. To the extent possible, Suppliers should stay at Honeywell preferred hotel properties where Honeywell has a negotiated rate. In addition, Suppliers should request any special, published rates available upon check-in at the local property. Only standard room accommodations will be reimbursed; suites, concierge level, etc. room types are not reimbursable unless they are provided at the same rate as the property's standard room rate or Honeywell's negotiated rate, whichever is lower.

6. PERSONAL EXPENSES

Expenses of a personal nature that are not considered necessary in the conduct of company business will not be reimbursed.

7. MEALS

Actual expense of meals, including gratuity, within reasonable limits (generally not to exceed a total of \$70 per day) will be reimbursed. Alcohol will not be reimbursed.

8. TELEPHONE CALLS

Reasonable business-related phone calls are reimbursable; personal telephone calls are not reimbursable.

9. ENTERTAINMENT

Entertainment expenses incurred by Supplier in the course of Honeywell business are not reimbursable.

10. EXPENSE DOCUMENTATION

An itemized per-day listing of reimbursable expenses will be submitted. Original or original scanned receipts are required for each travel related expenditure of \$25 or more. Proper receipts are as follows:

Airfare: Airline ticket (will be eligible for reimbursement only after the trip has taken place)

Hotel: Itemized hotel bill showing "Paid in Full"

Car Rental: Rental agreement showing "Paid in Full"

Meals: Receipt which denotes what was ordered. Tear tabs are insufficient documentation for meal spending and are not acceptable.

Phone Calls: Person called/Business reason

Cash Out-of-Pocket Expenses: Original receipts are required for all cash out-of-pocket expenses regardless of dollar value.

11. PAYMENT

Supplier should use its company's corporate credit card or the traveler's personal credit card for payment of travel expenses. Supplier will be reimbursed for Honeywell-approved travel expenses through the normal invoice process.

EXHIBIT

Supplier's Confidential Information

Supplier will take all reasonable steps to provide the Services and Deliverables under this Agreement and any SOW without providing any supplier confidential information to Honeywell. Accordingly, and notwithstanding anything to the contrary in this Agreement, Honeywell will be under no duty of confidentiality except for Supplier's confidential information and the terms governing use and disclosure expressly set out in this Attachment:

1. Supplier Confidential Information means the following information:

- None, unless specifically listed here

Honeywell's obligations of confidentiality with respect to Supplier Confidential Information continue for 10 years after the expiration or termination of this Agreement, except for trade secrets specifically marked as such which will be held in confidence perpetually.

2. Honeywell will (a) disclose Supplier Confidential Information only to its employees who are under a duty to protect the Supplier Confidential Information and those of its agents, personnel or third parties who are required to have the Supplier Confidential Information in connection with the receipt of the Services or Deliverables or the performance of obligations under this Agreement or any SOW and who are bound to Honeywell to protect and use the Supplier Confidential Information in accordance with the confidentiality obligations of this Agreement. Honeywell will be responsible for any breaches of the confidentiality obligations of this Agreement by these employees, agents, personnel or third parties; (b) use Supplier Confidential Information only in relation to the performance of the Services or Deliverables or the performance of obligations under this Agreement or any SOW or as provided in this Agreement; (c) protect the Supplier Confidential Information using the same degree of care as it uses to protect its own proprietary information, but with no less than a reasonable degree of care; and (d) not decompile, disassemble, decode, reproduce, redesign, or reverse engineer Supplier Confidential Information or any part thereof. Honeywell may make a limited number of copies of Supplier Confidential Information as necessary to complete the performance or receipt of the Services or Deliverables or the performance of obligations under this Agreement or any SOW. All copies made will reproduce the restrictive legends of the original. Supplier retains ownership of its Supplier Confidential Information including, without limitation, all rights in patents, copyrights, trademarks and trade secrets.

3. Exclusions. This Agreement imposes no obligation upon Honeywell if Honeywell can demonstrate that the Supplier Confidential Information: (a) was rightfully in Honeywell's possession before receipt from Supplier and was not accompanied by a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault of Honeywell; (c) is rightfully received by Honeywell from a third party and is not accompanied by a duty of confidentiality; (d) is disclosed by Supplier to a third party without a duty of confidentiality on the third party; (e) is independently developed by Honeywell without use of Supplier Confidential Information; or (f) is disclosed under operation of law, provided Honeywell notifies Supplier and upon Supplier's request and at Supplier's cost cooperates in all reasonable respects to contest the disclosure or obtain a protective order or other remedy.

4. Return. Honeywell will return or destroy all Supplier Confidential Information and all copies upon the earlier of Supplier's written request or termination of this Agreement and will upon request certify in writing to the return or destruction within 30 calendar days. Notwithstanding the foregoing, Honeywell may retain one copy of the Supplier Confidential Information to the extent required for evidentiary purposes.

This Exhibit applies where Honeywell is Controller and Supplier is a Processor. For the purposes of the Data Privacy Section of the Agreement, the following will apply to Personal Data processed on Honeywell's behalf:

Honeywell's Data Processing Exhibit for Suppliers

This Honeywell Data Processing Exhibit for Suppliers ("Data Processing Exhibit") forms part of the Agreement between Honeywell and Supplier and applies to the extent Supplier processes Personal Data on behalf of Honeywell (or Honeywell's customer) in the course of providing the Products, Services, Goods, Works and/or Deliverables under the Agreement. All capitalized terms not defined herein will have the meaning set forth in the Agreement. In event of conflict between this Data Processing Exhibit and the Agreement, this Data Processing Exhibit will control with respect to its subject matter.

1. DEFINITIONS

"Agreement" means the written or electronic agreement between Honeywell and Supplier for the provision of the Services or the sale of Products, Goods, Works and/or Deliverables to Honeywell.

"Applicable Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations.

"Controller" means a natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. The Controller may be Honeywell or Honeywell's customer.

"Honeywell Personal Data" means Personal Data Processed by Supplier on behalf of Honeywell in connection with Supplier's performance of its obligations under the Agreement.

"Security Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised access, disclosure, or use of Honeywell Personal Data while Processed by Supplier and/or its Subprocessors under this Data Processing Exhibit.

"Sell" or "sale" means selling, renting, releasing, disclosing, disseminating, making available, transferring or otherwise communicating orally, in writing, or by electronic or other means, a consumer's Personal Data by one business to another business or a third party for monetary or non-monetary consideration. Sale does not include the sharing or transfer of Personal Data by Honeywell to Supplier for the provision of the Services or the sale of Products, Goods, Works and/or Deliverables on behalf of Honeywell under the Agreement.

"Subprocessor" means any Processor engaged by Supplier for the provision of the Services or the sale of Products, Goods, Works and/or Deliverables including Supplier's affiliates and service providers that process Honeywell Personal Data pursuant to the Agreement.

The terms **"Data Subject," "Personal Data," "Processor,"** and **"Processing"** will have the meaning defined in the GDPR or analogous definitions in Applicable Privacy Laws.

2. PROCESSING

A. **Role of the Parties.** As between Supplier and Honeywell, Supplier will Process Honeywell Personal Data under the Agreement as a Processor acting on behalf of Honeywell as the Controller (except where Honeywell acts as a Processor in which case Supplier is a Subprocessor).

B. **Instructions.** Supplier will Process Honeywell Personal Data in accordance with Honeywell's documented instructions unless required to do so by applicable law to which Supplier is subject. Supplier is not responsible for determining whether Honeywell's instructions are compliant with applicable law. However, if Supplier is of the opinion that Honeywell's instruction infringes Applicable Privacy Laws, it will inform Honeywell of that legal requirement unless applicable law prohibits such notification. Any additional or alternate instructions must be agreed between the Parties in writing, including the costs (if any) associated with complying with such instructions. Upon notice in writing, Honeywell may terminate the Agreement if Supplier does not comply with Honeywell's lawful instructions that are within the scope of the Agreement to the extent such instructions are necessary to enable Honeywell to comply with Applicable Privacy Laws. Supplier will refund to Honeywell any unused prepaid fees or waive any termination fees or minimum commitment if Honeywell terminates the Agreement on these grounds.

- C. Purpose limitation. Supplier will only process Honeywell Personal Data as permitted under the Agreement and Applicable Privacy Laws. Supplier is prohibited from selling, sharing (as may be defined under Applicable Data Privacy Laws), combining, retaining, using or disclosing any Honeywell Personal Data to any third party for the commercial benefit of Supplier or any third party, or to otherwise Process the Honeywell Personal Data outside of the direct business relationship between the Parties. Supplier certifies that it understands and will comply with all restrictions placed on its Processing of the Honeywell Personal Data.
- D. Processing Details. The subject matter, duration of Processing, nature and purpose of Processing, the type of Honeywell Personal Data and categories of Data Subjects are specified in this Data Processing Exhibit.

3. SUBPROCESSORS

- A. Authorization to use Subprocessors. Honeywell authorizes Supplier to use Subprocessors from the agreed list in the Subprocessor Annex to Process Honeywell Personal Data provided Supplier contractually requires Subprocessors to abide by terms no less restrictive than this Data Processing Exhibit. Supplier will be liable to Honeywell for the performance of its Subprocessor's data protection obligations under the Agreement.
- B. Notification of intended changes. Supplier will notify Honeywell of any intended changes to its Subprocessors and will give Honeywell thirty (30) days to object after receipt of the notification. If Honeywell legitimately objects to a Subprocessor on reasonable data protection grounds and the Parties do not resolve the matter within one month following notification of the same to Honeywell, Honeywell may suspend or terminate the Agreement without penalty on written notice.

4. SECURITY

- A. Security Measures by Supplier. To ensure the security of Honeywell's Personal Data, Supplier will implement the technical and organizational measures specified in the Honeywell's Security Terms and Conditions for Suppliers attached to the Agreement and incorporated herein by reference. Supplier's security controls will comply with Applicable Privacy Laws and take into account industry standards, the nature of the Honeywell Personal Data, and the risks represented by Supplier's Processing of the Honeywell Personal Data by virtue of the physical, logical, or natural environment in which the Honeywell Personal Data is stored or Processed. Supplier will apply specific restrictions and additional safeguards if it Processes sensitive personal data (as defined under Applicable Privacy Laws) on behalf of Honeywell.
- B. Confidentiality. Supplier will ensure that only authorized personnel who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality may Process Honeywell Personal Data for the purposes of performing the Agreement.

5. SECURITY INCIDENT

- A. Notification. Supplier will notify Honeywell without undue delay after becoming aware of a Security Incident. Supplier will investigate the Security Incident and provide Honeywell with relevant information as required under Applicable Privacy Laws. Such information must at least include a description of the Security Incident including where possible, the nature of the Honeywell Personal Data concerned, the categories and approximated number of the Data Subjects and Personal Data records concerned, the likely consequences of the Security Incident and the measures taken or proposed by Supplier to remediate the Security Incident and mitigate its effects.
- B. Assistance. Supplier will cooperate with Honeywell in notifying the Security Incident to a supervisory authority, customer of Honeywell, and/or affected Data Subjects and to carry out any recovery or other action necessary to remedy the Security Incident as required under Applicable Privacy Laws. At Honeywell's option, Supplier will either: (a) provide, at Supplier's own cost and expense and pursuant to Honeywell's direction, notice to the Data Subjects affected by the Security Incident in a manner that is consistent with Applicable Privacy Laws and, to the extent deemed appropriate by Honeywell under the circumstances, at least one (1) year of credit-monitoring and identity theft insurance services; or (b) reimburse Honeywell for all costs incurred to provide the same. Supplier will respond promptly and fully cooperate to all inquiries from Honeywell, any supervisory authority or government authority regarding the Security Incident. Upon request and periodically as additional information becomes available, Supplier will,

without undue delay, provide Honeywell with updates on the status of the Security Incident until the matter has been fully addressed and remediated.

C. Third party communications. Prior to Supplier's release, publication, transmission, or communication to any third party (including any supervisory authority, the media, or any affected Data Subject) relating to a Security Incident (collectively, "**Breach Communications**"), Supplier must first obtain prior written approval from Honeywell to the extent that (a) Honeywell or any of its Affiliates are specifically named or referenced in such Breach Communications; (b) Honeywell Personal Data or Honeywell systems are affected by the Security Incident; (c) the Breach Communications are directed at Honeywell's or its Affiliates' employees, suppliers, or customers; or (d) Honeywell may have certain independent legal, regulatory, or contractual obligations as a result of the Security Incident.

6. DEMONSTRATING COMPLIANCE

Upon Honeywell's written request and subject to obligations of confidentiality, Supplier will (and will ensure that its Subprocessors will) provide to Honeywell all information necessary to demonstrate its compliance with this Data Processing Exhibit. Honeywell (or an independent auditor mandated by Honeywell) may audit Supplier's compliance with such obligations at regular intervals or if there are indications of non-compliance with the terms of this Data Processing Exhibit ("**Audits**"). At Honeywell's request, upon reasonable notice, Supplier will also permit and contribute to onsite audits or inspections. In deciding on a review or Audit, Honeywell may consider any relevant certifications (such as SOC 2 Type II report) held by Supplier. Supplier will deal promptly and adequately with Audit inquiries from Honeywell. If Supplier, or any Subprocessor, is in breach of any of its obligations under the Agreement relating to Honeywell Personal Data, Honeywell may (without prejudice to any other rights or remedies it may have) suspend the transfer of Honeywell Personal Data to Supplier until the breach is remedied.

7. DATA TRANSFERS

A. Authorisation for Data Transfers. Honeywell hereby authorizes Supplier and its Subprocessors to transfer Honeywell Personal Data to locations outside of its country of origin for the performance of the Agreement provided that Supplier ensures such data transfers comply with Applicable Privacy Laws.

B. Data Export Restrictions. If Honeywell transfers Honeywell Personal Data from the European Economic Area, UK, Switzerland or from any other jurisdiction that restricts the cross-border transfer of Honeywell Personal Data to locations outside that jurisdiction, Honeywell will be bound by the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) including the provisions in Modules 2 and 3, as applicable, and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119 A(i) of the UK's Data Protection Act 2018 ("**Processor SCCs**") in the capacity of "data exporter," and Supplier in the capacity of "data importer" as those terms are defined therein. The Processor 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 Exhibit. The Parties acknowledge that the information required to be provided in the appendices to the Processor SCCs is set out below in the Description of Processing and Transfer Annex as a "description of the transfer" and Honeywell's Security Terms and Conditions for Suppliers set out in the Agreement as a "description of the technical organizational measures." If there is a conflict between the provisions of this Data Processing Exhibit or the Agreement and the Processor SCCs, the Processor SCCs will prevail.

8. COOPERATION

Supplier will promptly notify Honeywell of any request or complaint that it receives from a Data Subject, supervisory authority or any third party relating to the Processing of Honeywell Personal Data under the Agreement. Supplier will not respond to any request or complaint itself unless authorized to do so by Honeywell or as required by applicable law. Supplier will cooperate with Honeywell in fulfilling its obligations to respond to Data Subjects, conduct a privacy impact assessment or prior consultation with the supervisory authorities, provided that Honeywell reimburses Supplier for all reasonably incurred costs. If Supplier receives a Data Subject request relating to Honeywell Personal Data, Supplier will refer such Data Subject request to Honeywell within two (2) business days following receipt of the request.

9. TERMINATION

Upon termination of the Agreement, Supplier will return, delete or anonymize all Honeywell Personal Data in accordance with the Agreement except to the extent Supplier is required by applicable law to retain Honeywell Personal Data in which case the terms of this Data Processing Exhibit will continue to apply to the retained Honeywell Personal Data.

10. SURVIVAL

The undertakings in this Data Processing Exhibit will remain in force even after termination or expiration of the Agreement and/or the applicable Statements of Work for whatever reason.

11. NOTICES

Notwithstanding anything to the contrary in the Agreement, all notices that Supplier is required to provide to Honeywell pursuant to this Data Processing Exhibit must sent by email with a read receipt to HoneywellPrivacy@Honeywell.com

12. AFFILIATES

This Data Processing Exhibit is entered into by Honeywell for and on behalf of itself and each of its Affiliates described in the Affiliates Annex to this Data Processing Exhibit.

SUBPROCESSOR ANNEX TO HONEYWELL'S DATA PROCESSING OBLIGATIONS FOR SUPPLIERS EXHIBIT

To support delivery of the Services to Honeywell under the Agreement, Supplier may engage and use third-party contractors to provide certain services on its behalf (each a “**Subprocessor**”) as follows:

SUBPROCESSOR	PURPOSE	LOCATION	DATA TRANSFER MECHANISM
<i>Example: Microsoft 363</i>	<i>Email and collaboration services</i>	<i>USA (West Coast), United Kingdom</i>	<i>Standard Contractual Clauses</i>

AFFILIATES ANNEX TO HONEYWELL'S DATA PROCESSING OBLIGATIONS FOR SUPPLIERS EXHIBIT

This Data Processing Exhibit is entered into by Honeywell for and on behalf of itself and its Affiliates identified on the list available at <https://www.honeywell.com/us/en/honeywell-affiliates> as updated from time to time.

DESCRIPTION OF THE PROCESSING AND TRANSFER ANNEX

(MODULE 2: CONTROLLER TO PROCESSOR OR MODULE 3: PROCESSOR TO PROCESSOR)

A. LIST OF THE PARTIES	
Controller/Data Exporter:	Name: Honeywell International Inc., its Affiliates, and subsidiaries Address: 855 S. Mint St., Charlotte, NC 28202, USA Contact: Chief Privacy Officer Email: HoneywellPrivacy@honeywell.com
Processor/Data Importer	The full name, address and contact details for the Party is set out in the Agreement.
B. DETAILS OF PROCESSING/TRANSFER	
CATEGORIES OF DATA SUBJECTS	Dependent on the Data Exporter's use of the Data Importer's Services as per the Agreement, the Data Exporter may elect to include Personal Data from any of the following types of data subjects: <ul style="list-style-type: none"> • Employees, contractors, temporary workers, directors, company officers, shareholders and agents (current, former, prospective) of data exporter • Beneficiaries, dependents, and relatives of the data subject • Channel Partners, distributors, sales partners, and business partners • Advisors, trainers, consultants, service providers and other third parties • Users (e.g., customers) and end users of data exporter's Product and Services • Any other data subject as described in the Agreement.
CATEGORIES OF PERSONAL DATA	Dependent on the Data Exporter's use of the Data Importer's Services as per the Agreement, the Data Exporter may elect to include Personal Data from any of the following categories of Personal Data: <ul style="list-style-type: none"> • Basic personal data (for example first name, last name, initials, email address, job title, country of residence, mobile phone number) • HR and recruitment data (for example basic employment data, education data, demographic data, employment status, job and position data, worked hours, holidays, assessments, performance appraisals, salary, benefits, work permit details, availability, terms of employment, tax details, payment details, insurance details, travel information and recruitment information such as curriculum vitae, employment history, education history details) • Authentication data (for example username, password, security question, audit trail) • Unique identification numbers and signatures (for example IP addresses, unique identifiers in tracking cookies or similar technology) • Citizenship and residency information (for example nationality, citizenship, naturalization status, immigration status, passport data, details of residency or work permit) • Biometric Information (for example facial recognition, fingerprints, and iris scans) • Commercial Information (for example history of purchases, special offers and payment history) • Support Services (for example personal data collected through the provision of support services online or interactive communications) • IT systems and operational information (for example unique identifiers, voice, video and data recordings, tracking of information regarding the patterns of hardware, software, device and internet usage, IP addresses, domains, apps installed, browsing and support logs, incidental access of the content of email communications and data relating to the sending, routing and delivery of emails whilst providing support services) • Location data (for example, mobile device ID, geo-location network data, location data derived from use of wi-fi access points) • Device identification (for example UUID, IMEI-number, SIM card number, MAC address); • Training and development (for example trainee data, training history, individual development plans, trainer information and training schedules) • Photos, video and audio (for example webcam or voice recordings)

SPECIAL CATEGORIES OF DATA (IF APPLICABLE)	Dependent on the Data Exporter's use of the Data Importer's Services, the Data Exporter may elect to include Personal Data from any of the following special categories of Personal Data which is in the scope of the Services: Racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, gender orientation, data relating to criminal convictions or offences or precise geolocation data or any other type of personal data provided under the Agreement that is considered sensitive under Applicable Privacy Laws.
FREQUENCY OF THE TRANSFER	The data transfers under the Agreement will take place on a continuous basis.
NATURE OF THE PROCESSING	Data Importer and its Subprocessors are providing Services or fulfilling contractual obligations to the Data Exporter as described in the Agreement. These Services may include the processing of Personal Data by Data Importer and/or its Subprocessors.
PURPOSE OF PROCESSING/TRANSFER	Dependent on the Data Exporter's use of the Data Importer's Services as per the Agreement, the Data Exporter's Personal Data is processed, and transfer is made for the following purposes: <ul style="list-style-type: none"> Relationship management: facilitating communication with customers, employees and users for the services performed under the Agreement. HR and recruitment: the processing of applicant and employee personal data for the purposes of administering, organizing, and managing the applicant and employment relationship. Service management: the provision and deployment of products and related services, consultancy, data migration, installation of systems and software, provision of support and maintenance services, training, channel and/or supplier administration and support. Channel: administration and management of channel partners, distributors and/or sales partners. Marketing: administration and management of marketing databases for direct marketing purposes, conduct of marketing activities/campaigns. Management of electronic identity and communication: identity management, security management, confidentiality of data exporter and data exporter's customers and employees. Operating and managing the IT and communications systems, managing product and service development, improving existing and developing new products and services, research and development, managing company assets, allocating company assets and resources, strategic planning, project management, business continuity. Training: administration of learning management systems, facilitation of onsite and online learning. Research in any field including scientific and technical research. Any other scope and purpose as described in the Agreement.
RETENTION	The Data Exporter's Personal Data will be retained in accordance with the Agreement unless applicable law requires storage of the Personal Data for a longer period.
COMBINATION OF DATA	Personal Data received from the Data Exporter is combined with Personal Data collected by the Data Importer unless otherwise prohibited by the Agreement.
TRANSFER TO SUBPROCESSORS	The Data Importer may process and transfer Personal Data to Subprocessors in relation to the performance of the Agreement and in accordance with the following scope: <ul style="list-style-type: none"> Subject Matter <ul style="list-style-type: none"> The subject matter of the processing under the Agreement is the Personal Data. Nature of the processing <ul style="list-style-type: none"> Data Importer and its Subprocessors are providing Services or fulfilling contractual obligations to the data exporter as described in the Agreement. These Services may include the processing of Personal Data by data importer and/or its Subprocessors. Duration The duration of the processing under the Agreement is determined by the data exporter and as set forth in the Agreement.

LIST OF SUBPROCESSORS	The list of sub-processors is attached as the SUBPROCESSOR ANNEX TO HONEYWELL'S DATA PROCESSING OBLIGATIONS FOR SUPPLIERS EXHIBIT
C. COMPETENT SUPERVISORY AUTHORITY	
The competent supervisory authority will be the supervisory authority which has jurisdiction in relation to the activities of the Data Exporter as Controller under Applicable Privacy Laws or, where it is not established in applicable jurisdiction, where its representative has been established pursuant to applicable legal requirements or, if the Data Exporter does not have to appoint a representative, where the data subjects whose Personal Data are transferred are located.	
D. GOVERNING LAW AND CHOICE OF FORUM	
GOVERNING LAW	For the purposes of Clause 17 of the SCCs, the Parties select the law of Ireland.
CHOICE OF FORUM	For the purposes of Clause 18 of the SCCs, the Parties select the courts of Ireland.
E. OTHER	
Where the SCCs identify optional provisions (or provisions with multiple options) the following will apply:	For Clause 7 (Docking Clause), the optional provision will apply
	For Clause 9 (a), option 2 will apply. The parties will follow the process agreed in Section 3 (Subprocessing) of the Honeywell Data Processing Exhibit.
	For Clause 11(a) (Redress) – the optional provision will not apply

EXHIBIT

Statement of Work

This Honeywell Statement of Work ("SOW") dated <<_____>> ("SOW Effective Date") is entered into between Honeywell Automation India Limited, a <<_____>>, <<_____>> having a place of business at <<_____>> ("Honeywell") and <<_____>>, a <<_____>>, having a place of business at <<_____>> ("Supplier"). Each party is sometimes also referred to as "Party", and collectively as "Parties." Unless otherwise defined in this SOW, capitalized terms will have the meaning ascribed to them in the Agreement (as defined below).

1. OVERVIEW

Honeywell's Statement of Work is used for <<_____>>.

2. SOW TERM

The term of this SOW begins on the SOW Effective Date and will remain in force for <<_____>> earlier (or any subsequent replacement of such SOW).

3. SOW STRUCTURE AND PRECEDENCE

The terms and conditions of the Service agreement between <<_____>> dated <<_____>> or, in absence of an express agreement, the terms and conditions of Honeywell's purchase order (collectively the "Agreement") apply to this SOW. This SOW amends and supplements the Agreement, but only with respect <<_____>>. In the event of any conflict between the terms of this SOW and the terms of the Agreement, the terms of the SOW will prevail, but only with respect to the subject matter of the SOW.

4. ADMINISTRATIVE INFORMATION

The Supplier Project Manager for this SOW is <<_____>>

The Honeywell Project Manager for this SOW is <<_____>>

The Honeywell Purchase Order Reference No. for this SOW is <<_____>>

If applicable, the Honeywell UID Reference No. for this SOW is <<_____>>

5. INVOICES

Invoices (including the Honeywell Purchase Order number) will be sent to:

Honeywell

<<_____>>

With a copy to:

Honeywell

<<_____>>

6. LIST OF SCHEDULES

Schedule 0 – Detailed Description of Scope of Work

Schedule 1 – Services and Milestones

Schedule 2 – Responsibilities

- Schedule 3 – Key Personnel
- Schedule 4 – Approved Subcontractors
- Schedule 5 – Service Location(s)
- Schedule 6 – Required Reports
- Schedule 7 – Required Meetings
- Schedule 8 – Required Software, Hardware, Equipment and Facilities
- Schedule 9 – Fees and Expenses
- Schedule 10 – Performance Guarantees and Credits
- Schedule 11 – Termination/ Expiration Assistance
- Schedule 12 – List of Change Orders

7. ENTIRE AGREEMENT

This SOW supersedes all previous conflicting agreements, communications, or representations, either verbal or written between the Parties. Any oral understandings are expressly excluded. This SOW may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties' authorized representatives.

For good and valuable consideration, the nature and adequacy of which is hereby acknowledged, the Parties agree this SOW is effective as of the SOW Effective Date.

[SUPPLIER NAME]

[HONEYWELL ENTITY NAME]

[HONEYWELL BUSINESS UNIT]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

[For each Schedule, please fill out as appropriate.]

Schedule 0 – Detailed Description of Scope of Work

Description of Scope of Work:

Schedule 1 – Services and Milestones

#	Services / Deliverables	Deliverable Due Date	Acceptance Criteria	Review Completion Date
1				
2				
3				
4				
5				

#	Milestone Date	Event	Completion Criteria
1			
2			
3			
4			
5			

Schedule 2 – Responsibilities

In addition to the responsibilities and deliverables outlined in the Agreement, the Parties' responsibilities include the following, respectively by Party.

#	Supplier's Responsibility	Due Date or Deadline
1		
2		
3		
4		
5		

#	Honeywell's Responsibility	Due Date or Deadline
	[If none, insert "None"]	
1		

2		
3		
4		
5		

Schedule 3 – Key Supplier Personnel**Supplier Personnel: List Key Supplier Personnel only if they are critical.**

Note: Supplier is responsible for providing the deliverables and assigning adequate personnel to do so. Supplier is responsible for the day-to-day management of their personnel.

Name	Title

Schedule 4 – Approved Subcontractors

Approved Subcontractor Name	Describe Subcontracted Services	Limitations Regarding Subcontracted Services

Schedule 5 – Service Location(s)

Supplier's Service Location(s)

Honeywell's Service Location(s)
[If none, insert "None"]

Schedule 6 – Required Reports

Required Reports
[If none, insert "None"]

Schedule 7 – Required Meetings

Required Meetings
[If none, insert "None"]

Schedule 8 – Required Software, Hardware, Equipment, and Facilities

[List items required to be supplied by Honeywell and Supplier to complete the service(s).]

Supplier Required Software, Hardware and Equipment
[If none, insert "None"]

Honeywell Required Software, Hardware and Equipment
None, unless stated otherwise

Schedule 9 – Fees and Expenses

Specify the Suppliers fee for the Services and Deliverables provided under this SOW

Deliverable or Milestone	Milestone Acceptance Date	Amount
<i>Total Fees</i>		

Software License, Hardware and Equipment Fees:

Description	Fee Amount
<i>Total Fees</i>	

Miscellaneous

Schedule 10 – Performance Guarantees and Credits

#	Service	Milestone	% Reduction for Failure to Meet Milestone
1			
2			
3			
4			
5			

Schedule 11 – Termination/Expiration Assistance

Should either Party terminate this SOW prior to the normal expiration of the SOW, Supplier will provide the following Services to Honeywell no later than the effective date of the termination and perform any services required under the Termination Section of the Agreement:

1. Deliver to Honeywell in the format and on the media specified by Honeywell the most current version of all Work Product created under this SOW.
2. Return to Honeywell all Honeywell data and Honeywell Confidential Information.
3. [Insert any additional obligations, if any]

Schedule 12 – List of Change Orders

Change Order Number	Change Order Date	Change Order Author	Change Order Description

PRO-FORMA CHANGE ORDER FORM

PART A: CHANGE REQUEST FORM

To Be Completed by Honeywell

Honeywell Legal Entity Name ("Honeywell"):

Change #:

Project Name:

SOW # and Date:

Supplier Legal Entity Name ("Supplier"):

Supplier SOW Manager Name:

Requester's Name:

Phone #: _____

Date: _____

Description/Reason for Change:

Benefits of Change:

Costs of Not Doing Change:

Related Change Requests:

Priority: High Medium Low

To Be Completed by Supplier

Items Impacted	Description of Impact (Scope, Cost, Schedule, other)
<i>(add rows to Items list as needed)</i>	

Risk Severity Impact: High Medium Low

Time to complete this change:

Cost of this change:

ACCEPTANCE or REJECTION**Honeywell**Acceptance ()Rejection ()

Approved By: _____ Date: _____

Title: _____ Rejection Reason: _____

Supplier Acceptance

Approved By: _____ Date: _____

Title: _____

PART B: CHANGE ORDER FORM (CONTINUED)

CHANGE ORDER NO. [Please insert no.] ("CHANGE ORDER") TO THE
STATEMENT OF WORK NO. [Please insert no.] DATED [Please insert Date]
MADE BY AND BETWEEN HONEYWELL AND SUPPLIER (THE "PARTIES")

Whereas, the Parties desire to amend the scope of Services in Statement of Work specified in this Change Order.

Now, therefore, in consideration of the mutual promises and covenants contained in this Change Order Agreement, the Parties agree as follows:

1. Effective as of the date hereof, the following revisions will be made to the Statement of Work specified in this Change Order:

Schedule 1: [Please insert changes in detail]

Schedule 2: [Please insert changes in detail]

Schedule 3: [Please insert changes in detail]

Schedule 4: [Please insert changes in detail]

Schedule 5: [Please insert changes in detail]

Schedule 6: [Please insert changes in detail]

Schedule 7: [Please insert changes in detail]

Schedule 8: [Please insert changes in detail]

Schedule 9: [Please insert changes in detail]

Schedule 10: [Please insert changes in detail]

Schedule 11: [Please insert changes in detail]

2. Except as hereinabove amended, all of the terms and conditions of the Statement of Work specified in this Change Order will remain in full force and effect.

In Witness Whereof, the Parties have caused this Change Order to the Statement of Work specified in this Change Order to be executed by the signatures of their respective authorized representatives.

[SUPPLIER NAME]

[HONEYWELL ENTITY NAME]

[HONEYWELL BUSINESS UNIT]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT

Supplier Resilience Program

Supplier attests that it has and maintains compliance with a resilience program supporting the products or services provided to Honeywell that includes, at a minimum: Business Continuity, Technology Resilience/Disaster Recovery, Crisis Management and Third-Party Resilience.

“Crisis Management” is defined as Supplier’s overall coordination of its organization’s response to a crisis, in an effective, timely manner, with the goal of avoiding or minimizing damage to the organization’s profitability, reputation, and ability to operate.

“Business Continuity” is defined as Supplier having documented procedures that guide the organization to respond, recover, resume, and restore to a pre-defined level of operation following disruption in order to continue to produce the product and/or services to Honeywell.

“Technology Resilience/Disaster Recovery” is defined as Supplier’s ability to have resources and activities to re-establish information technology services (including components such as infrastructure, telecommunications, systems, applications and data) at an alternate site following a disruption of IT services in order to continue to produce the product and/or services to Honeywell.

“Third Party Resilience” is verifying that Supplier is evaluating its suppliers’ resilience capabilities, including Business Continuity and Disaster Recovery, so its suppliers’ failures do not impact the products/services they are providing by, to, or through Supplier to Honeywell.

Supplier will comply and have a Business Continuity Plan and a Technology Resilience/Disaster Recovery Plan that meets the following requirements:

1. **Business Continuity:** The following should be accomplished/conducted annually:
 - Business Impact Analysis/Assessment reviewed and approved
 - BC Plan reviewed and approved
 - Tabletop and/or live test
2. **Technology Resilience/Disaster Recovery:** The following should be accomplished/conducted annually:
 - Application Impact Analysis/Assessment reviewed and approved
 - Technology Resilience/Disaster Recovery Plan reviewed and approved
 - Tabletop and live test conducted
3. **Third Party Resilience:** Assessment of all the resilience capabilities of all suppliers supporting Supplier in providing the products/services to Honeywell

In the event of a business interruption, technology failure and/or crisis event (including any event that constitutes a force majeure event under the Force Majeure Section), Supplier will implement all necessary business continuity, crisis management and/or technology resilience/disaster recovery plans. In the event of such a disaster, Supplier will not increase any fees charged under this Agreement. Honeywell reserves the right to audit Supplier’s compliance with such business continuity plan and technology resilience /disaster recovery plan once per year during the Term, or more frequently if deficiencies are noted.

If Supplier experiences an interruption or is aware of an impending interruption, Supplier will have established communication plans to promptly notify Honeywell of any potential impacts. The process must include notifying the Honeywell focal and the Honeywell Global Security Operations Center (GSOC) at GSOC@Honeywell.com or 1-888-891-6138 within 24 hours.