

SECTION I – COMMERCIAL TERMS

This Professional Engineering Services Subcontract agreement ("Agreement") Honeywell International, Inc. ("Honeywell") and subcontractor ("Subcontractor"). Each party is sometimes also referred to as "Party", and collectively as "Parties".

OVERVIEW

Subcontractor has certain specified knowledge and experience which the Subcontractor is willing to make available to Honeywell in connection with the work scope described in a purchase order or statement of work; in consideration of the mutual promises and covenants set forth in this Agreement the Parties agree to the terms and conditions herein.

Honeywell's Agreement is used under the general supervision and direction of Honeywell's designated representative the Subcontractor will furnish professional design and engineering services as delineated in this Agreement, described on the face of the purchase order or attached to the electronic purchase order.

AGREEMENT TERM

This Agreement commences on the Effective Date and will remain in effect for one year, 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 Subcontractor 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.

AGREEMENT STRUCTURE AND PRECEDENCE

This Agreement is as expressly stated otherwise for a specific provision, any conflict or inconsistency in the provisions of this Agreement will be resolved by giving precedence in the following order:

- A. This cover sheet,
- B. SECTION I – Commercial Terms, and Attachments (if any)
- C. SECTION II –incorporated HPM(s)

This Agreement does not specify a quantity of services or deliverables to be purchased by Honeywell, does not obligate Honeywell to purchase any goods or services, and is not an exclusive purchasing agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, communications, or representations, either verbal or written between the Parties hereto. Any oral understandings are expressly excluded. This Agreement may not be changed, altered, supplemented or added to except by the mutual written consent of the Parties' authorized representatives.

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.

For Subcontractor

Signature: _____

For Honeywell

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date:

1. ACCEPTANCE

This Agreement is deemed accepted when Subcontractor accepts the electronic purchase order or begins performing the work, whichever is earlier. Honeywell rejects any additional or inconsistent terms and conditions offered by Subcontractor at any time. Any reference to Subcontractor's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade may modify, supplement, or explain any terms used in this Agreement. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of the purchase order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of this Agreement . All contract documents related to this Agreement are interpreted together as one agreement.

2. PRICE AND PAYMENT

A. **PRICE:** In full and complete consideration for the satisfactory performance of its work and rendition of services by Subcontractor, Honeywell will pay the amount shown on the electronic purchase order document subject to adjustments for changes in the work as may be directed by Honeywell. The Subcontractor will pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or publication which is the subject of patent rights or copyrights held by others.

B. **PAYMENT:** Invoices may be submitted to Honeywell electronically utilizing the purchasing system or emailing to the address shown on the face of the purchase order. Payments to the Subcontractor for satisfactory performance of the subcontract work will be made in accordance with the terms on the face of the purchase order from the date upon which a correct invoice is received or the time as required by applicable law, whichever is earlier. Payment will be scheduled for the first payment cycle following the net terms for the invoice. Where any specific item(s) in the invoice for payment is questioned, Honeywell's representative may delete those items from the invoice for payment and approve the acceptable portion of the invoice for payment.

Undisputed invoices submitted more than ninety (90) days after the subcontract work to which the invoice relates were rendered will not be accepted for payment by Honeywell and the Subcontractor hereby releases Honeywell from any and all liability for payment with respect to said invoices

3. TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE with respect to the delivery schedule ("Delivery Schedule"). If Subcontractor reasonably believes that it will be unable to meet the Delivery Schedule or any portion, Subcontractor 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 Subcontractor'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 Subcontractor fails to promptly develop and implement a corrective action plan, Honeywell may implement its own corrective action plan at Subcontractor's expense. The Subcontractor will commence work within seventy-two (72) hours after being notified by Honeywell to do so.

4. STOP WORK

At any time by written notice and at no cost, Honeywell may require Subcontractor to stop all or any part of the work under this Agreement or any Purchase Order or any Statement of Work issued pursuant to it, for up to 120 days ("**Stop Work Order**"), and for any further period as Subcontractor and Honeywell may agree. Immediately upon receipt of the Stop Work Order, the Subcontractor 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 Subcontractor will protect, store and secure such goods, materials, components or the works as well as any tools used for Deliverables production against any deterioration, loss or damage. Immediately upon receipt of a Stop Work Order, the Subcontractor will comply with its terms. 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 or any Purchase Order or any Statement of Work issued pursuant to it, 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, Subcontractor must immediately resume work.

5. PROFESSIONAL SERVICES

Subcontractor will assign qualified personnel to perform the services 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. The subcontractor will bear all liability for the acts or omissions of the personnel assigned to perform the services. If Honeywell determines that any Subcontractor personnel performing services are unacceptable, Honeywell will notify Subcontractor and Subcontractor will take prompt,

appropriate corrective action, which may include, at Honeywell's request, replacing the personnel. The subcontractor will pay all costs associated with replacing the personnel. If Subcontractor refuses to replace any of its personnel upon Honeywell's request, Honeywell may immediately terminate this Agreement.

Subcontractor agrees that the subcontracting of any portion of the Services shall not relieve Subcontractor of Subcontractor's obligations or duties under this Agreement. Subcontractor shall be fully responsible and liable to Honeywell for the acts and omissions of all its subcontractors at any time and their employees and agents and Subcontractor shall maintain control over all subcontractors. Neither the consent of Honeywell to a subcontractor proposed by Subcontractor, nor anything contained in this Agreement shall be deemed to create a contractual relationship between a subcontractor at any tier and Honeywell.

By appropriate enforceable agreement, Subcontractor shall require each of its subcontractors to be bound by the terms substantially similar to the terms of this Agreement, and to assume all the obligations and responsibilities that Subcontractor assumes towards Honeywell under this Agreement.

6. GUARANTEE AND REMEDIES

- A. GUARANTEE:** Subcontractor warrants that: (a) each of its personnel has the proper skill, training and background necessary to accomplish his or her assigned tasks; (b) all services will be performed in a competent and professional manner, by qualified personnel under the direction and control of Subcontractor, and in accordance with the highest standards in the industry provided by reputable service providers performing services of a similar nature; (c) for a period of 12 months after acceptance ("Guarantee Period"), the deliverables and services, as applicable, will comply with this Agreement and any change orders issued under a purchase order; will be free from defects in design (except to the extent that the deliverables comply with detailed designs or specifications provided by Honeywell), workmanship, or materials; and will be free of errors, omissions or mistakes; (d) there will be no encumbrances on any deliverable and Honeywell will receive free and clear title to all deliverables; (e) the deliverables and services do not infringe the intellectual property or other rights of any third party or utilize misappropriated third party trade secret information; and (f) 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 without restriction, liability or obligations, except as may be specified in this Agreement.
- B. REMEDIES:** If Honeywell determines that the deliverable or services are defective or otherwise not in conformity with this Agreement, then Honeywell may, by written notice to Subcontractor: (a) terminate this Agreement in whole or in part, for cause and be provided a refund by Subcontractor; (b) accept the deliverable or services, in whole or in part, at an equitable reduction in price; or (c) reject the deliverable or services, in which case Subcontractor will, at Honeywell's direction and at Subcontractor's expense, timely re-perform, correct, repair or replace the defective or non-conforming deliverable or services so that they conform to the requirements of this Agreement. If Subcontractor is unable or unwilling to fulfill this obligation within a reasonable time, then Honeywell may fulfill or have a third party fulfill Subcontractor's obligation at Subcontractor's expense. Subcontractor is responsible for all related costs, expenses and damage resulting from the non-conformance, including all customer charges and expenses; and all other corrective action costs. Unless set off by Honeywell, the Subcontractor will reimburse Honeywell for all these costs upon receipt of Honeywell's invoice.

C. CONDITIONS APPLICABLE TO ALL GUARANTEES; The guarantees set forth in this Guarantees and Remedies Section survive any delivery, inspection, acceptance or payment by Honeywell for the entire Guarantee Period. Claims for breach of guarantee do not accrue until discovery of noncompliance, even if the services or deliverable were previously inspected. The guarantees provided are cumulative and in addition to any guarantee provided by law or in equity. Any applicable statute of limitation runs from the date of discovery.

7. CHANGES IN WORK

Honeywell may direct Subcontractor, in writing, and without invalidating this Agreement, to make changes in the work within the general scope of this Agreement, including additions, deletions or revisions. The subcontractor will make no changes in the work without direction from an authorized Honeywell representative. If Subcontractor believes any written direction from Honeywell constitutes a change, then Subcontractor will provide written notice within ten (10) days of receipt. The subcontractor will not be compensated for any change made without written direction by an authorized representative from Honeywell. Any changes in the work which are not in accordance with this Agreement will be considered non-conforming and Subcontractor will repair or replace the work at no additional cost.

8. TERMINATION

Should Subcontractor fail to rectify any contractual deficiencies, including failure to pay its creditors, within three (3) working days after receipt of Honeywell's written notice, Honeywell will have the right to take whatever steps it deems necessary to correct deficiencies and charge the cost to Subcontractor, who will be liable for the full cost of Honeywell's corrective action, including reasonable overhead, profit and attorneys' fees. Honeywell may at any time and for any reason terminate Subcontractor's services at Honeywell's convenience; in the event of termination for convenience, Subcontractor will recover only the actual cost of work completed to date, plus reasonable and agreed upon overhead and profits to the date of termination. Under no circumstances will the Subcontractor be entitled to recover loss profits or any damages from Honeywell as a result of early termination nor will Subcontractor be entitled to any claim or lien against Honeywell or customer.

9. CLAIMS

If any dispute arises between Honeywell and Subcontractor regarding the performance of the work, any alleged work, or whether written directions constitute a change under Section 6 of this Agreement, Subcontractor will timely perform the disputed work and will give written notice of a claim for additional compensation for the work within ten (10) days after commencement of the disputed work. Subcontractor's failure to give written notice within the ten (10) day period constitutes an agreement by Subcontractor that it will receive no extra compensation for the disputed work.

10. CLAIMS RESOLUTION

Except as otherwise set forth below, any dispute arising out of or relating to this Agreement will be finally resolved by a sole arbitrator in accordance with the Center for Public Resources (CPR) Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. The place of arbitration will be at a location specified by Honeywell.

Either Party may apply to the arbitrator 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 arbitrator's determination of the merits of the controversy.

Any dispute involving intellectual property rights will be adjudicated before a court of competent jurisdiction and this section will not be binding on either Party with respect to the dispute in its entirety or any related dispute, including any portions of the dispute that do not concern intellectual property rights.

Subcontractor 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 Subcontractor's work. In the event that the Subcontractor 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, Subcontractor will participate in the dispute resolution process with the customer and/or owner and agreed to be bound by the results.

11. INDEMNIFICATION

Subcontractor will, at its expense, defend and indemnify Honeywell and its subsidiaries, affiliates, and agents and their respective officers, directors, shareholders, and employees, and Honeywell's customers (collectively, "**Indemnitees**") from and against any and all loss, cost, 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") arising out of, resulting from or occurring in connection with Subcontractor's negligence, willful misconduct, or breach of the terms of this Agreement. 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.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

- A. For anything provided by or through Subcontractor, including without limitation any item, material, good, deliverable, service or product (collectively, "Material"), Subcontractor 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, Subcontractor 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.
- B. 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.
- C. Subcontractor will also indemnify Honeywell's customers and agents for infringement if and to the extent that Honeywell has agreed to indemnify them, but to no greater extent than Subcontractor has a duty to indemnify Honeywell herein and under the same conditions as set forth herein.

- D. Subcontractor'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.
- E. Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor's expense. Subcontractor will pay all costs, expenses (including reasonable attorney and professional fees and costs), awards, judgments and settlements promptly as they become due, and Subcontractor will give Honeywell all information, assistance and authority to enable Honeywell to defend and settle the claim or action.
- F. In no event will Honeywell be required to indemnify or defend Subcontractor as a result of any claims or allegations of infringement.

13. INSURANCE

- A. Subcontractor will maintain, at its own expense and at all times during the course of this Agreement, those insurance policies and minimum limits of coverage as designated below, with an A.M. Best's Insurance rating of A- or better:
 1. Commercial general liability coverage (including product liability, contractual liability and completed operations liability in a sum no less than \$1 million);
 2. If automobiles will be used in performance of this agreement, automobile liability coverage in a sum no less than \$1 million;
 3. Workers' compensation coverage as required by any applicable law or regulation and in accordance with the laws of the state, territory, or province having jurisdiction over Subcontractor's employees;
 4. Employer's liability coverage in an amount of no less than \$1 million; and
 5. Errors and omissions coverage in a sum no less than \$5M.
- B. Except for workers' compensation insurance and errors and omissions coverage, all policies of insurance will include Honeywell International Inc., its subsidiaries, affiliates, and their respective officers, directors, shareholders, employees, and agents as additional insureds to the extent of Subcontractor's indemnification obligations pursuant to Section 10 of this Agreement.
- C. Except for workers' compensation insurance and errors and omissions coverage, all policies will provide that they are primary to and noncontributory with any and all insurance maintained by or afforded to an additional insured under the insurance.
- D. Prior to commencement of services, Subcontractor will provide to Honeywell certificates of insurance evidencing compliance with the insurance requirements of this agreement.
- E. All coverages and coverage limits required under this agreement can be met through any combination of primary and/or excess (umbrella) insurance policies allowed by law. 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 obligations under this Agreement

- F. Except where prohibited by law, Subcontractor will require its insurers to waive all rights of recovery or subrogation against Honeywell, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees and agents. The amount of insurance carried in compliance with the above requirements is not to be considered as either a limitation on or satisfaction of the indemnification obligations in this Agreement.
- G. Note: Errors and omissions insurance, held by the Subcontractor, is required under this agreement but is limited to the extent of the professional services provided by the Subcontractor pursuant to Section 1, Overview.

14. AUDIT AND RECORDS

- A. Records. Subcontractor 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, Subcontractor 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, Subcontractor may destroy or dispose of such records and materials. Subcontractor 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 ten (10) days prior written notice to Subcontractor, audit Subcontractor's books and records to verify Subcontractor's compliance with its obligations under this Agreement. With regard to any information provided by Subcontractor that is not otherwise publicly available or owned or licensed by Honeywell, Honeywell will use such information only for purposes of determining Subcontractor's compliance with this Agreement. Subcontractor will provide, and will require each of its sub-tier suppliers to provide, Honeywell access to Subcontractor's and Subcontractor'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 Subcontractor 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. The subcontractor will promptly correct any deficiencies discovered as a result of the audit.

15. CONFLICTS OF INTEREST

Subcontractor agrees that it is not now engaged in and will not during the term of this Agreement engage in consulting or other activity with any industrial contractor competing with Honeywell on matters to which this Agreement pertains as defined in Section 1, Overview.

16. RELATIONSHIP OF THE PARTIES/INDEPENDENT CONTRACTOR

Nothing in this Agreement will be construed to place Subcontractor 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, and 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 Subcontractor will perform its obligations under this Agreement as an independent contractor. Subcontractor will be solely responsible for all Employer Obligations with respect to Subcontractor personnel, 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 federal, state and local laws (both common and statutory), and regulations related to employment and the rights of personnel. Subcontractor 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.

17. PROPRIETARY INFORMATION

The Subcontractor agrees that it will treat and keep all proprietary information furnished as confidential to the same extent and with the same degree of care and confidence as it handles its own proprietary information. All proprietary information furnished to the Subcontractor hereunder shall not be communicated to third parties during or for two (2) years after the expiration of this Agreement. Subcontractor agrees and undertakes that its employees who have access to such proprietary information will be required not to communicate such information to third parties and will strictly observe and comply with such obligations.

Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Agreement to any third party except as may be necessary to comply with other obligations stated in this Agreement requires prior written approval of Honeywell. The subcontractor will not use Honeywell's name or marks or refer to or identify Honeywell in any advertising or publicity releases or promotional or marketing materials without Honeywell's prior written approval. Furthermore, Subcontractor will not claim or suggest, implicitly or explicitly, that Honeywell's purchase of the services constitutes Honeywell's endorsement of its services. This clause survives the termination or cancellation of this Agreement.

18. DATA PRIVACY

A. **“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.

Each Party will process the Business Contact Details of the other as an independent Data Controller (as that term or similar variants may otherwise be defined in applicable data protection, privacy, breach notification or data security laws or regulations) to the extent necessary to perform their obligations hereunder and in accordance with applicable law. Solely to the extent required by applicable law, 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 (“**SCCs**”)

in its capacity as “data exporter” or “data importer”, as applicable, and as those terms are defined therein. The 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 SCCs is set out in the Honeywell's Data Privacy Obligations for Suppliers Attachment to this Agreement. If there is a conflict between this Agreement and the SCCs, the SCCs will prevail. Where there is a change in the law that requires that the SCCs be amended or replaced, such legally required changes shall be deemed to have been made automatically without further action by the Parties.

B. **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, psychological, mental, economic, cultural, or social identity, or as that term or similar variants may otherwise be defined in applicable data protection, privacy, breach notification or data security laws or regulations. To the extent that the provision of the Products, Services, Goods, Works and/or Deliverables requires Subcontractor to process Personal Data on behalf of Honeywell as controller, the Honeywell Data Processing Exhibit for Suppliers attached to this Agreement shall apply to the processing.

19. GRANT OF LICENSE

The Subcontractor hereby expressly grants Honeywell an irrevocable license, regardless of whether or not this Agreement is completed, suspended or terminated, to use and reuse all drawings, specifications, calculations, notations and other documents prepared by the Subcontractor or his lower tier subcontractors for any purpose in connection with this project, including, but not limited to, original construction, future expansion, renovation, maintenance and repair.

20. NOTICES AND POINTS OF CONTACT

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 or any Purchase Order or any Statement of Work issued pursuant to it) 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 International Inc.

Name:

Title:

Address:

Telephone:

E-Mail:

If to Subcontractor:

Name:

Title:

Address:

Telephone:

E-Mail:

21. BUY HONEYWELL

Subcontractor 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.

22. ASSIGNMENT

The Subcontractor will not assign this Agreement or any rights or obligations under this Agreement or subcontract all or any material aspect of the work called for without the prior written approval of Honeywell. Any assignment without Honeywell's written approval will be voidable at the option of Honeywell. Honeywell may assign this agreement or any 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 business or product line to which this Agreement relates without Subcontractor's consent and upon written notice to Subcontractor.

23. SETOFF / RECOUPMENT

Honeywell has the right to deduct any amount it determines is owing from Subcontractor to Honeywell as a setoff against any amount owing from Honeywell to Subcontractor and/or to exercise the right of recoupment, to the full extent permitted by applicable law. Nothing in this provision precludes Subcontractor or Honeywell from utilizing the dispute resolution procedures identified elsewhere in this Agreement.

24. WAIVER

The failure or delay of either Party to enforce at any time any of the provisions of this Agreement or any purchase order or any statement of work issued pursuant to it 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.

25. 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 Subcontractor's internal documentation, and such internal documentation is not in English,

Subcontractor 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. If Subcontractor is a legal entity formed in Indonesia and to the extent that Law No. 24 of 2009 of the Republic of Indonesia on the Flag, Language, State Emblem and National Anthem applies to this Agreement (as an agreement to which an Indonesian entity is a party), Subcontractor will, if required by any enabling regulations under Law No. 24 of 2009, at its own expense translate this Agreement into Bahasa Indonesia and the Parties will ratify the Bahasa Indonesia translation. In the event of inconsistency or a different interpretation between the English and the Indonesian version, the English version will prevail, and the relevant Indonesian version will be deemed to be automatically amended to conform with and to make the relevant Indonesian version consistent with the relevant English version. Each notice, instrument, certificate or other form of communication made or given under or in connection with this Agreement, will be in the English language.

26. CODES, ORDINANCES AND LICENSES

The subcontractor will meet all federal, state and local codes and ordinances applying to the work required by this subcontract, including any authorized changes. Subcontractor further represents and warrants that it is fully licensed to perform the work covered by this Agreement, and it will keep all licenses current and valid during the performance of the work.

27. PREVAILING WAGES

This work may be governed by, and subject to, certain prevailing wage laws, rules and regulations, including, without limitation, the Wage Rate Requirements (Construction), 40 U.S.C. chapter 31, subchapter IV, and similar state statutes (the prevailing wage laws, rules, and regulations applicable to this work, as amended from time to time, are referred to herein as the "Prevailing Wage Laws"), and related wage schedule(s) (the "Wage Schedule"). If and to the extent that this work is subject to any U.S. federal Prevailing Wage Laws, the following Prevailing Wage Laws are incorporated in this Agreement and are applicable to the Agreement work: all rulings and interpretations of the Wage Rate Requirements (Construction), 40 U.S.C. chapter 31, subchapter IV, the Service Contract Act of 1965, related acts, and all rules and regulations promulgated thereunder, including, without limitation, 29 C.F.R. Parts 1, 3 and 5. The Wage Schedule, if applicable, has been or will be provided to Subcontractor or, if not provided to Subcontractor, will be Subcontractor's responsibility to obtain. Subcontractor will and will cause its lower tier subcontractors ("LTS") to, strictly comply with all applicable Prevailing Wage Laws and pay all workers prevailing wages and benefits as required by such Prevailing Wage Laws. In addition, Subcontractor will, and will cause LTS to, (i) ensure that all workers sign in and out of the site each day and submit the completed sign in/sign out sheets to Honeywell at the end of each work day, (ii) submit the attached Statement of Compliance, Attachment A, and a reasonable number of certified copies of current payroll records on the form incorporated in this Agreement as Attachment A-1 with each request for payment (it being understood and agreed that receipt of such information by Honeywell will be a condition precedent to making any payments to Subcontractor) or on a weekly or other more frequent basis, if and to the extent required under the prime contract or Prevailing Wage Laws, (iii) provide Honeywell cancelled worker payroll checks which correspond to the certified payrolls as they become available, but no later than 30 days after the check was issued, (iv) submit proof satisfactory to Honeywell upon Honeywell's request that all wages and benefits owed to workers by Subcontractor and LTS have been paid and provided, and (v) promptly notify Honeywell in writing, within five days of receipt, of any notices they receive (or have knowledge of) from any government agencies regarding Subcontractor's or LTS's compliance or non-compliance with Prevailing Wage Laws, including, without

limitation, providing copies of any such notices. Notwithstanding the other provisions of this Section 20, the prime contract shall control and take precedence, and Subcontractor shall perform all obligations under the prime contract for the benefit of Honeywell that Honeywell is required to perform for the benefit of its customer, with respect to all matters relating to prevailing wages and benefits and Prevailing Wage Laws to the extent that the prime contract imposes stricter burdens and obligations than this Section 20.

A. This Agreement incorporates the following clauses by reference, with the same force and effect as they were given in full text. Upon request, Honeywell will make their full text available. Also, the full text of a clause may be accessed electronically at this address: Federal Acquisition Regulation (FAR) (clauses starting with 52): <http://www.acquisition.gov/browse/index/far>

CLAUSE NUMBER	TITLE
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS
52.222-41	SERVICE CONTRACT LABOR STANDARDS

Subcontractor will, and will cause LTS to, grant Honeywell the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including, without limitation, electronically stored information, in the possession or control of Subcontractor, LTS or any affiliated business of any of them. At the request of Honeywell, the Subcontractor will, and will cause LTS to, execute such documents, if any, as are necessary to give Honeywell access to books, documents, or records that are under Subcontractor or LTS's control, in whole or in part, but not currently in Subcontractor's physical possession pertaining to this work. Subcontractor will, and will cause LTS to, give Honeywell all authorizations, permissions, and/or waivers requested by Honeywell for obtaining records pertaining to Subcontractor or LTS, but not maintained by Subcontractor or LTS, including, without limitation, bank records and credit reports, from the persons or entities that possess them, including but not limited to financial institutions and credit reporting agencies.

B. The terms and conditions of this Agreement, including, without limitation, this Section 20, are intended solely for the benefit of the Parties to this Agreement. Individual workers who furnish labor in connection with or related to this Agreement or this work are not intended beneficiaries of this Agreement, and therefore cannot assert common law breach of contract or other claims arising under this Agreement or any quasi-contract claims. Subcontractor's failure to comply with any obligation contained in this Section 20 will be deemed a material breach of this Agreement.

28. 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 shall 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.

29. APPLICABLE LAW

This Agreement will be governed by the laws of the State where the work is performed.

30. 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 <https://www.honeywell.com/who-we-are/integrity-and-compliance>. Suppliers agree 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 it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, 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 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.
- C. 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.

31. NON-MILITARY END USER AND END USE CERTIFICATION

In order to satisfy U.S. export control laws, Subcontractor 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, if and as applicable, Subcontractor will not divert or in any way utilize or sell products, materials, or technology/technical information/specifications supplied by or on behalf of Honeywell to Subcontractor under or in connection with this Agreement to/for any entity which is a Military End User or for Military End Uses by a Military End User. Should the foregoing occur, Subcontractor 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 information, 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. Subcontractor's failure to comply with this provision will be deemed a material breach of this Agreement. Notwithstanding anything to the contrary in this Agreement, Honeywell may take any and all actions required to ensure full compliance with applicable export control laws without Honeywell incurring any liability.

32. 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. Subcontractor 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 information, 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 information, 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 of the disclosing Party technical information, 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.

33. PEOPLE'S REPUBLIC OF CHINA STATE SECRET

If Subcontractor is organized under the laws of the People's Republic of China, Subcontractor hereby represents and warrants to Honeywell that (i) it has not disclosed, and will not disclose to Honeywell in any manner any information that would be considered a state secret of the PRC ("PRC State Secret") unless authorized to do so in accordance with the PRC laws and regulations; (ii) if Subcontractor is duly authorized to disclose any PRC State Secret, prior to its disclosure, it will obtain Honeywell's written consent and complete all the requisite government approval and identification processes; (iii) if any information that Subcontractor has disclosed to Honeywell is later determined as a PRC State Secret, it will notify Honeywell in writing immediately, advise and assist Honeywell in taking all the necessary measures to ensure the appropriate protection or disposal thereof in full compliance with the PRC laws and

regulations; and (iv) Subcontractor will indemnify Honeywell for any damages resulting from its disclosure of any PRC State Secret to Honeywell in violation of the PRC laws or regulations or this Agreement. Honeywell hereby disclaims any intent to receive, accept, access or use any PRC State Secret.

34. GENERAL SANCTIONS

Subcontractor represents, warrants, and agrees that:

Subcontractor 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, People’s Republic of Donetsk, and 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.

Relating to this Agreement, Subcontractor 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”). The subcontractor will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this Agreement and performance under this Agreement. Subcontractor will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Subcontractors 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. Subcontractor 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.

Subcontractor’s failure to comply with this provision will be deemed a material breach of the Agreement, and Subcontractor will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Subcontractor agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.

Honeywell's Security Terms and Conditions for Suppliers

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

It is understood that Subcontractor 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 Subcontractor to have access to Honeywell physical or cyber resources, or produce a customer-facing product, that may lead to a security breach, then Subcontractor will confirm notification with Honeywell Security such that the appropriate security terms and conditions may be addressed.

Otherwise, Subcontractor is responsible for complying with all applicable laws and regulations, and shall 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 Security@honeywell.com with the relevant incident information for any incident involving Honeywell information.

ATTACHMENT

HONEYWELL'S DATA PRIVACY OBLIGATIONS FOR SUPPLIERS

For the purposes of the Data Privacy Section of the **Agreement**, the following Annexes I and II shall apply to the transfer of Business Contact Details:

ANNEX 1

DESCRIPTION OF THE TRANSFER

(MODULE 1: CONTROLLER TO CONTROLLER)

A. LIST OF THE PARTIES	
Controller/DataExporter/DataImporter/Party, as applicable:	The full name, address and contact details for the Party is set out in the Agreement.
Controller/DataImporter/DataExporter/Party, as applicable:	The full name and address of the Honeywell entity specified in the Agreement. Contact: Chief Privacy Officer Email: HoneywellPrivacy@honeywell.com
B. DETAILS OF THE TRANSFER	
CATEGORIES OF DATA SUBJECTS	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 types of data subjects: <ul style="list-style-type: none">· Employees and staff (including applicants, contractors, temporary workers, trainees, interns, directors, company officers, shareholders, and agents)· Channel partners, distributors, sales partners, business partners and service providers· Customers and their staff (including applicants, contractors, temporary workers, trainees, interns, directors, company officers, shareholders, and agents)· Users of the Data Importer's Services (including end users of Customers and other third parties)· Any other data subject as described in the Agreement which is in the scope of the Services provided.
CATEGORIES OF PERSONAL DATA	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 categories of Personal Data: <ul style="list-style-type: none">· Business contact information (such as name, email address, gender, job title, country of residence, mobile phone number and location)· Employment data (such as compensation, qualifications, attendance data, curriculum vitae, employment history, education history, work permit, citizenship, and residency information)· Unique identification numbers and signatures (such as government identifiers, cookie identifiers or driver's license number)

	<ul style="list-style-type: none"> · Biometric information (such as facial recognition, fingerprints, and iris scans) · Commercial Information (such as history of purchases, special offers and payment history) · Support Services (such as personal data collected through the provision of support services online or interactive communications) · Information related to data subject's use of IT assets (such as username, password, security question, IP address, login information, credentials, data relating to the sending, routing and delivery of emails whilst providing support services, and incidental access of the content of email communications etc.) · Analytics information (such as behaviour observed based on IP addresses, unique identifiers, patterns of hardware, software, device and internet usage, domains, apps installed, browsing and support logs etc.) · Location data (such as geo-location, network data, location data derived from use of wi-fi access points) · Device identification (such as UUID, IMEI-number, SIM card number, MAC address); · Training and development (such as trainee data, training history, individual development plans, trainer information and training schedules) · Photos, video, voice, and audio (for example webcam or voice recordings) · Any further Personal Data contained in an application or IT system which is in scope of the Services provided.
SPECIAL CATEGORIES OF DATA APPLICABLE)	(If) 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: 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, or data relating to criminal convictions or offences).
FREQUENCY OF THE TRANSFER	Dependent on the Data Exporter's use of the Services, the Data Importer may host, remotely access, or otherwise transfer Personal Data on a one-off basis or on a continuous basis when providing the Services as described in the Agreement.
NATURE OF THE PROCESSING	Data Importer and its sub processors are providing the Services or fulfilling contractual obligations to the Data Exporter as described in the Agreement.
PURPOSE OF THE TRANSFER	The Data Importer will process transferred Personal Data to provide Services to the Data Exporter as described in the Agreement; manage, develop, and improve its Products, Services and the relationship between the Parties; and any other scope and purpose as described in the Agreement.
RETENTION	The Data Exporter's Personal Data will be retained in accordance with the Data Importer's retention policies 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.
C. COMPETENT SUPERVISORY AUTHORITY	

The competent supervisory authority shall 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 Clauses 17 of the Controller SCCs, the Parties select the law of Ireland.
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CHOICE OF FORUM	For the purposes of Clause 18 of the Controller SCCs, the Parties select the courts of Ireland.
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E. OTHER

Where the Controller SCCs identify optional provisions or provisions with multiple options) the following will apply:	For Clause 7 (Docking Clause), the optional provision will apply
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	For Clause 11(a) (Redress) – the optional provision will not apply
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ANNEX 2
TECHNICAL AND ORGANISATIONAL MEASURES

The technical and organizational measures implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and the purpose of the processing, the risks for the rights and freedoms of nature persons are as described in **Honeywell's Security Terms and Conditions for Suppliers Attachment** to the Agreement.

For the purposes of the Data Privacy Section of the **Agreement**, the following SCCs shall apply to Personal Data processed on Honeywell's behalf:

HONEYWELL'S DATA PROCESSING EXHIBIT FOR SUPPLIERS

The Honeywell Data Processing Exhibit for Suppliers ("Data Processing Exhibit") forms part of the Agreement between Honeywell and Subcontractor and applies to the extent Subcontractor 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 shall 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.

35. DEFINITIONS

- A. "**Agreement**" means the written or electronic agreement between Honeywell and Subcontractor for the provision of the Services to Honeywell.
- B. "**Applicable Privacy Laws**" means applicable data protection, privacy, breach notification, or data security laws or regulations that may exist in any relevant jurisdiction such as, for example, the General Data Protection Regulation 2016/679 ("GDPR"), state and federal US privacy laws and the General Data Protection Law 13.709/2018.
- C. "**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.
- D. "**Honeywell Personal Data**" means Personal Data Processed by Supplier on behalf of Honeywell in connection with Subcontractor's performance of its obligations under the Agreement.
- E. "**Security Incident**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure, or use of Honeywell Personal Data while Processed by Subcontractor and/or its Sub processors under this Data Processing Exhibit.
- F. "**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 on behalf of Honeywell under the Agreement.
- G. "**Sub processor**" means any Processor engaged by Subcontractor for the provision of the Services including Supplier's affiliates and service providers that process Honeywell Personal Data pursuant to the Agreement.
- H. Regardless of Applicable Privacy Laws, the terms "**Controller**", "**Data Subject**", "**Personal Data**," "**Processor**," and "**Processing**" will have the meaning defined in the GDPR or analogous definitions in Applicable Privacy Laws.

36. PROCESSING

- A. Role of the Parties. As between Subcontractor and Honeywell, Subcontractor 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 Subcontractor is a Sub processor).

- B. Instructions. The subcontractor will Process Honeywell Personal Data in accordance with Honeywell's documented instructions unless required to so do by applicable law to which Supplier is subject. The subcontractor is not responsible for determining whether Honeywell's instructions are compliant with applicable law. However, if Subcontractor 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 Subcontractor 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. The subcontractor 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. Subcontractor will only process Honeywell Personal Data as permitted under the Agreement and Applicable Privacy Laws. Subcontractor is prohibited from selling, retaining, using or disclosing any Honeywell Personal Data to any third party for the commercial benefit of or any third party, or to otherwise Process the Honeywell Personal Data outside of the direct business relationship between the Parties. Subcontractor 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 Annex 1 to this Data Processing Exhibit.

37. SUBPROCESSORS

- A. Authorization to use Subprocessors. Honeywell authorizes Subcontractor to use Subprocessors from the agreed list in Annex 3 to Process Honeywell Personal Data provided Subcontractor contractually requires Sub processors to abide by terms no less restrictive than this Data Processing Exhibit. Subcontractor will be liable to Honeywell for the performance of its Subprocessor's data protection obligations under the Agreement.
- B. Notification of intended changes. 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.

38. SECURITY

- A. Security Measures by Subcontractor . To ensure the security of Honeywell's Personal Data, Subcontractor will implement the technical and organizational measures specified in the Honeywell Security Terms and Conditions for s Exhibit attached to the Agreement and incorporated herein by reference. Subcontractor'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 Subcontractor'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. Subcontractor 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.** Subcontractor 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 Services under the Agreement.

39. SECURITY INCIDENT

A. **Notification.** Subcontractor will notify Honeywell without undue delay after becoming aware of a Security Incident in relation to the Services under the Agreement. The subcontractor 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 Subcontractor to remediate the Security Incident and mitigate its effects.

B. **Assistance.** The subcontractor 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, Subcontractor will either: (a) provide, at Subcontractor'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. The subcontractor 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, Subcontractor 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 Subcontractor'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**"), Subcontractor 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.

Upon Honeywell's written request and subject to obligations of confidentiality, the Subcontractor will (and shall 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 Subcontractor'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, Subcontractor 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 Subcontractor. Subcontractor will deal promptly and adequately with Audit inquiries from Honeywell. If Subcontractor, 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 Subcontractor until the breach is remedied.

40. Data Transfers

- A. Authorisation for Data Transfers. Honeywell hereby authorizes Subcontractor and its Subprocessors to transfer Honeywell Personal Data to locations outside of its country of origin for the performance of the Agreement provided that Subcontractor 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 s119A(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 in Annex 1 below as a "description of the transfer" and "Honeywell's Security Terms and Conditions for Suppliers Exhibit" set out in the Agreement as a "description of the technical organisational 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.

41. COOPERATION

Subcontractor 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. The subcontractor will not respond to any request or complaint itself unless authorized to do so by Honeywell or as required by applicable law. The subcontractor 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 the Subcontractor for all reasonably incurred costs. If Subcontractor receives a Data Subject request relating to Honeywell Personal Data, Subcontractor will refer such Data Subject request to Honeywell within two (2) business days following receipt of the request.

42. TERMINATION

Upon termination of the Agreement, the Subcontractor will return, delete or anonymize all Honeywell Personal Data in accordance with the Agreement except to the extent Subcontractor 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.

43. SURVIVAL

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

44. NOTICES

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

45. AFFILIATES

This Data Processing Exhibit is entered into by Honeywell for and on behalf of itself and each of its Affiliates described in Annex 2 to this Data Processing Exhibit.

**ANNEX 1 TO HONEYWELL'S DATA PROCESSING OBLIGATIONS FOR SUPPLIERS
EXHIBIT**

**DESCRIPTION OF THE PROCESSING AND TRANSFER
CONTROLLER TO PROCESSOR**

A. LIST OF THE PARTIES	
Controller/DataExporter:	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/DataImporter	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, 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	<p>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 categories of Personal Data:</p> <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)	<p>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:</p> <p>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.</p>
FREQUENCY OF THE TRANSFER	<p>The data transfers under the Agreement will take place on a continuous basis.</p>
NATURE OF THE PROCESSING	<p>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.</p>

PURPOSE OF PROCESSING/TRANSFER	<p>Dependent on the Data Exporter's use of the Data Importer's Services, the Data Exporter's Personal Data is processed, and transfer is made for the following purposes:</p> <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	<p>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.</p>
COMBINATION OF DATA	<p>Personal Data received from the Data Exporter is combined with Personal Data collected by the Data Importer unless otherwise prohibited by the Agreement.</p>
TRANSFERTO SUBPROCESSORS	<p>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:</p> <ul style="list-style-type: none"> SubjectMatter <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.
	<ul style="list-style-type: none"> Duration <ul style="list-style-type: none"> The duration of the processing under the Agreement is determined by the data exporter and as set forth in the Agreement.
LIST OF SUBPROCESSORS	<p>The list of sub-processors is attached as Annex 3.</p>
C. COMPETENT SUPERVISORY AUTHORITY	
<p>The competent supervisory authority shall 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.</p>	
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

ANNEX 2 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.

**ANNEX 3 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 MECHANISM	TRANSFER
<i>Example: Microsoft 363</i>	<i>Email collaboration services and</i>	<i>USA (West Coast), United Kingdom</i>	<i>Standard Clauses</i>	<i>Contractual</i>