

Honeywell Forge Sustainability+ for Buildings Offering Descriptions and Terms

Version: 3.0

These offering specific terms listed below (“**Offering Terms**”) set out the terms and conditions applicable to the Honeywell Forge for Building Sustainability+ offerings (“**SaaS**”) made available by Honeywell as identified in the print or electronic document identified as “proposal”, “order”, “agreement” or similar name (“**Order**”). Access and use of the SaaS is governed by these Offering Terms, the Order and the applicable End User License Agreement (“**EULA**”) available at hwll.co/eula (together, the “**Agreement**”). All terms not defined herein have the meaning given to them in the Agreement. In the event of any conflict or inconsistency among the terms of the following documents, the order of precedence shall be as follows: 1) these Offering Terms, 2) the EULA, 3) the Order. Honeywell may update these Offering Terms from time to time. Honeywell will make commercially reasonable efforts to notify User of any material changes. Continued use of the SaaS constitutes User’s consent to such changes.

A. Offering Descriptions

Offerings	Description
Honeywell Forge Sustainability+ for Buildings Carbon & Energy Management	<p>Carbon & Energy Management (CEM) is a SaaS cloud solution that continuously studies a building/site’s energy consumption and patterns, consolidates utility billing and associated costs, and estimates certain GHG* emissions (measured in CO2 equivalent) using available utility and live meter data. Through a user-friendly dashboard, CEM offers and recommends set point adjustments to help enable optimal energy savings meanwhile still maintaining occupant comfort, which enables User to view and track the following parameters (availability subject to User’s purchased package offerings):</p> <ul style="list-style-type: none">• Energy Baselines• Energy Usage Intensity (EUI)• Utility Costs• Carbon Emissions (Scope 1 and Scope 2)• Live Meter Data• Energy Alerts/Building Management System Alarms <p>CEM Packages available are stated below**. Certain packages may have additional charges, as indicated in an Order.</p> <ul style="list-style-type: none">➤ Carbon & Energy Management - Monitor➤ Carbon & Energy Management - Control➤ Carbon & Energy Management - Optimize <p><i>*GHG: Green House Gases (based on criteria provided by Honeywell).</i></p> <p><i>**Certain CEM packages implement third-party software, including the capability to retrieve User’s utility data and meter data (Such data is able to be automatically retrieved from third party providers, where available. Otherwise, User agrees to manually upload such data to CEM portal as required).</i></p>
Honeywell Forge Sustainability+ for Buildings Power Manager	<p>Power Manager is a SaaS cloud-based application to help optimize on-site supply side resources and building assets based on grid availability, utility rates, and building energy consumption.</p> <p>To use the Power Manager SaaS application, in addition to any other conditions set forth in these Offering Terms, User understands and agrees that its Site must meet and maintain the following pre-requisites:</p> <ul style="list-style-type: none">• an active subscription of Carbon and Energy Management-Control package• Honeywell Forge Connect Gateway• Niagara Gateway for Experion Control integration (when applicable)

Honeywell Forge Sustainability+ for Buildings Electric Vehicle Manager	<p>Electric Vehicle (EV) Manager is a SaaS cloud-based application to help optimize EV charging infrastructure in a building along with other building assets based on grid availability, utility rates, and building energy consumption.</p> <p>To use the EV Manager SaaS application, in addition to any other conditions set forth in these Offering Terms, User understands and agrees that its Site must meet and maintain the following pre-requisites:</p> <ul style="list-style-type: none"> • an active subscription of Carbon and Energy Management-Control package • Honeywell Forge Connect Gateway (when applicable) • Niagara Gateway (JACE) with OCPP Driver for EVSE integration <p>See further terms below (EV Manager Feature Terms).</p>
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B. Offering Package and Feature Descriptions

Product Features	Description
Carbon & Energy Management Monitor	<p>CEM Monitor package currently includes the following features:</p> <ul style="list-style-type: none"> • Provide visibility to carbon and energy footprints* • Track energy costs (based on utility bills)** • Track sustainability goals*** • Measure and monitor Scope 1 and Scope 2 emissions via easy-to-use visualization tools that provide a data baseline and monthly and annual trends • Reduce manual data collection by integrating with User's utility billing data directly <p>Base Monitor subscription includes data consolidation of 3 Customer utility accounts (e.g., electricity, water, and gas). Fees are charged per site where the SaaS is deployed ("Site") per year. Additional utility accounts are charged at an additional fee. Each billable utility connection is counted as one utility unit. Requires access to User's utility account data.</p> <p><i>*Helps User find a consumption and cost reference baseline by tracking energy usage and carbon emissions for each building across a company's building portfolio. By utilizing EUI metrics (as provided by Honeywell), it provides visibility to User across the entire portfolio, put in place energy mitigation measures and set improved carbon reduction targets.</i></p> <p><i>**Enables User ability to retrieve and consolidate utility bill data (each utility as selected by Customer) from utility providers and then analyze the data and provide dashboard visibility for energy consumption, cost and Scope 2 GHG Emissions (measured in CO2 equivalent). This feature provides the capability of tracking and trending information for energy costs broken down by each utility type, which allows portfolio and site managers to track their actual spend and identify areas for improvement, such as high consumption during peak periods.</i></p> <p><i>***Uses building and utility data and advanced analytics visualized to provide views of certain GHG Emissions (Measured in CO2 equivalent) and to segment consumption and energy emissions by type of utility. Facility managers can use this insight to help decrease energy use in unoccupied sites or to optimize equipment usage during periods of peak utility rates.</i></p>
Carbon & Energy Management Control	<p>CEM Control package includes the base CEM Monitor package and the added capability of collecting live meter data from the Site building management system to enable additional monitoring and outcome tracking capabilities, including the ability to*:</p> <ul style="list-style-type: none"> • Track energy costs (based on live asset meters and utility bills) • Track sustainability goals • Set and monitor Energy baselining • Measure and monitor Scope 1 and Scope 2 emissions via easy-to-use visualization tools that provide a data baseline and monthly and annual trends

	<ul style="list-style-type: none"> Gain near real-time insights and live meter data to control building management systems to help reduce energy use and CO2 emissions Set alerts, alarms, controls and scheduling to enable faster responses and address issues early <p>Base Control package includes data consolidation of 5 live Customer utility meters. Fees are charged per Site per year. Additional User's meters are charged at an additional fee. Requires access to User's utility and metering account data and building management solution integration.</p> <p><i>*To the extent User purchases Redaptive equipment from Honeywell along with its subscription to the CEM Control package, User understands and agrees the use of Redaptive hardware is subject to Redaptive's Equipment Terms available at https://redaptive.com/data-solutions-terms-and-conditions-for-honeywell-customers.</i></p>
Carbon & Energy Management Optimize	<p>CEM Optimize package currently includes CEM Monitor and Control packages in addition to Energy Optimization application, which dynamically helps to optimize the targeted set points, maintains the comfort level and reduce energy consumption for buildings/sites. CEM Optimize package leverages AI and ML functionality to optimize building operations to help configure the ideal occupant experience and optimize energy efficiency*</p> <p>Base Optimize package subscription fees are charged per Site per year (charges vary from Site to Site).</p> <p><i>*CEM Optimize package leverages advanced AI and ML algorithms to deliver a dynamic energy baseline based on several independent variables based on User and other relevant building or environmental data, such as building occupancy, heating degree days, and cooling degree days.</i></p>
Power Manager Application	<p>Power Manager Application currently includes the following features:</p> <ul style="list-style-type: none"> Microgrid operational status and key KPIs for Solar PV, BESS, Fuel Generation Microgrid controls for cost optimization, carbon optimization, and microgrid islanding Near Real time building load demand forecasting with AI/ML algorithm* Reducing building demand charges using Dynamic Load Management with load shedding and limiting AI/ML algorithms** Monthly and real time reporting on energy consumption, utility savings, and carbon emissions* <p>*Data will be updated based on the frequency set by Customer building meters **Based upon Customer's building assets, results may vary</p>
EV Manager Application	<p>EV Manager Application currently includes the following features:</p> <ul style="list-style-type: none"> EV Ports operational status, port attributes and event log history EV Smart Charging for cost optimization and carbon reduction Key KPIs such as EV Charging Sessions, EV Utilization, Power Delivery and EV Energy Consumption Near real time building load demand forecasting with AI/ML algorithm* Helps enable reduction of building demand charges using Dynamic Load Management with load shedding and limiting AI/ML algorithms** Helps enable reduction of building energy consumption during peak tariff hours with "time of use" load management Monthly and real time reporting on energy consumption, utility savings, and carbon emissions* <p>*Data will be updated based on the frequency set by Customer building meters **Based upon Customer's building assets, results may vary</p>

C. General Offering Terms

1. **Gateway.** As a part of the SaaS, Honeywell will provide User with certain hardware and/or software to install and run on User's Site which will facilitate the information transfer to and from User's Sites and the Honeywell Forge Cloud (collectively "Honeywell Forge Connect Software" and/or "HFCS"). In regard to HFCS, Honeywell grants User a limited, revocable, non-exclusive, non-assignable, non-transferable license to certain software components, as managed and secured in User's hosting environment, that User will need to install, promptly update or allow Honeywell to update (when applicable), and this software will be provided solely for the purpose of using Gateway (defined below) at Sites. Honeywell Forge Cloud is the cloud environment maintained by Honeywell to operate the SaaS. Unless Honeywell provides you with hardware as detailed in the Order, User will provide a virtual machine/hardware with an operating system ("HFCS Execution System") in a certified configuration, as specified by Honeywell, which will host the HFCS. HFCS as provided by Honeywell and the HFCS Execution System collectively forms a Honeywell Forge Connect Gateway (also referred to as "Gateway"). Depending upon User's unique demands as to performance, availability, throughput, and other requirements, User may require multiple Gateways in its environment. Honeywell, its affiliates, licensors and suppliers own all intellectual property rights in the provided HFCS and Offerings, and reserve all rights not expressly granted to User. User shall, promptly notify Honeywell of any known security breach that impacts the Gateway. Upon termination of User's subscription of the SaaS, User will destroy the HFCS from all Gateways in use and/or return provided hardware(when applicable), in the manner as mutually agreed between the parties.

User acknowledges and agrees that User will be responsible for ensuring that the Gateway is properly and adequately secured and protected. To facilitate communication to the Gateway, User will need to provide adequate network connectivity to allow access to User's data sources. Providing network connectivity may include providing internet connection, sharing proxy configurations, configuring certificates, opening ports and updating firewall rules, etc. User is responsible for compliance with applicable laws implicated by use of the Gateway and for maintaining User's equipment and infrastructure to meet the required security, performance, availability, and other connectivity related criteria to use the SaaS. Honeywell will provide materials with the HFCS which should enable User to independently configure and install the Gateways. User will also find contact details for technical support included in the materials.

2. **Gateways Updates:**

- a) **Honeywell-Provided HFCS Execution System.** Honeywell may periodically update (remote and/or on-premise) the HFCS Execution Systems and/or the HFCS. Honeywell may provide notice in regard to the updates for the HFCS Execution Systems and/or the HFCS and the time duration within which the updates should be applied by User. Users agree to provide all necessary support for these updates. In the event User requires Honeywell assistance with updating or troubleshooting the HFCS Execution System and/or HFCS, User will need to grant Honeywell remote access and such work is subject to additional fees.
- b) **User-Provided HFCS Execution System.** Honeywell may periodically need the HFCS Execution Systems to be updated. Honeywell will publish information about the required updates for the HFCS Execution Systems and the time duration within which the updates should be applied by User. User understands and acknowledges that the virtual machine/hardware associated with the HFCS Execution Systems may need to be replaced from time to time and that this is User's responsibility and at User's cost. In the event User requires assistance from Honeywell with updating or troubleshooting the HFCS Execution System, User will need to grant Honeywell remote access and such work is subject to additional fees. Honeywell will not be liable for the damages or losses caused by User's failure to timely update or secure the Gateways. From time to time, Honeywell may push and/or update the HFCS.

3. **Third-Party Systems.** Honeywell does not provide support for or guarantee interoperability with third-party systems, and Honeywell is not responsible for the integrity, availability, or quality of data provided by third-party systems. User is solely responsible for providing or updating any dependent third-party components and making sure its use of the SaaS is in conformance with any applicable third-party requirements, including service and/or warranty requirements.

4. **User Responsibilities:**

- a) User agrees that it shall maintain all minimum requirements in order to use the SaaS as provided by Honeywell, which includes but not limited to maintaining an online Forge Connect Gateway as deployed. Such minimum requirements may be updated from time to time.
- b) The SaaS may require Firewall rule configurations made on the User's premises. These include northbound firewall configurations for data sent to/from the Forge Cloud, including machine data transmitted to the cloud, lifecycle management configuration data sent back to the device, and edge software updates. Certain features and functionality of the SaaS may allow User to enter its own analytics or set points, dashboard and/or configurations. Any default analytics and set points provided in the SaaS are intended to help inform User's decisions, but ultimately, User is

responsible for any analytics and set points. User agrees not to upload, or permit the uploading of, sensitive personal data into the SaaS (including but not limited to social security numbers, bank account numbers, credit card numbers, geolocations) and industry specific sensitive or regulated data. Honeywell may provide self-service training modules to assist with the provision of SaaS training to Users. On-site training may be available at an additional fee.

- c) Honeywell is not responsible for any output provided by the SaaS or any action taken by User based on the output of the SaaS. Actions taken on output of the SaaS may be visible to all authorized users and applicable across the entire Site. The SaaS is not intended for, or to meet, any sustainability, carbon, or cyber regulatory compliance requirements. User agrees that it will not rely on the SaaS for any life safety, critical or other regulatory compliance purposes. SaaS is not designed or intended for real-time or time-critical control of User's equipment, internet and network connectivity, and infrastructure (i.e., sensors, building assets, base control system, OPC server, network switches, and IoT devices, etc.) nor for emergency situations and should not be relied upon as a primary system. Its operational use is limited to a system for monitoring and managing equipment for general operations and maintenance insights. The SaaS is not a substitute for a third-party monitored emergency notification system. Honeywell makes no representation or warranty that use of the Offering will improve User's operations, safety, sustainability, cyber capabilities, or reliability.

D. Customer Site Readiness

In order to deploy, implement and maintain the SaaS, User understands and agrees to ensure that each Site meets minimum Site readiness requirements as required by the SaaS ("**Site Readiness**"). Honeywell is not liable for any delays or impairment of SaaS functionality caused by User's failure to provide and maintain Site Readiness, and User will remain responsible for all payments and obligations provided in an Order irrespective of any such delays or failures. For Site Readiness areas identified below as "Pre-Site Connection", these readiness conditions must be met by User before any Honeywell implementation work as set forth in the Order. Other areas not identified as Pre-Site Connection, in addition to any other requirements provided by Honeywell, must be maintained by User as ongoing Site Readiness responsibilities during the subscription term of the SaaS. The minimum Site Readiness requirements that User will provide include, but are not limited to:

- Pre-Site Connection - As part of a Site assessments, data and documentation on Site architecture, systems, vendors, utilities, assets and connectivity requirements;
- Pre-Site Connection - Site network, port and secure locations for installation of hardware and software;
- Pre-Site Connection - User IT team access and IT technical information to connect SaaS;
- Pre-Site Connection - Approved firewall to deny inbound and restrict outbound access to User systems;
- Pre-Site Connection - Connectivity to the internet with suitable reliability and bandwidth to uplift the projected data rates;
- Dedicated User team, including a lead project manager, an ICT/IT go to person, a Site expert, and executive sponsor, to ensure all Site Readiness requirements are met;
- Access to all Site assets and systems, and related data, such as utility meters and air handling systems, to enable the SaaS;
- Live and historical data need to be in the same format. Adopting different formats for the live and historical data feed may cause longer onboarding time;
- Up to date endpoint protection installed and configured on all servers and workstations;
- Maintenance of firewall, servers, operating systems and application patching, backups, and endpoint protection;
- Processes for change management, log review, disaster recovery, incident management, patch management, and credential management; and
- Monitoring solution shall be in place to detect missing software updates and patches

E. EV Manager Feature Terms

The following additional terms only apply to use of the EV Manager.

As part of the EV Manager application, Honeywell will provide User with hardware that will function as a local proxy ("Local Proxy") to integrate EV charging stations on User's Site with the on-site Building Management System. Local Proxy is provided during the term of EV Manager's subscription and not sold, unless otherwise specified in the Order. User agrees to only use the Local Proxy for the purpose of using EV Manager. User is solely responsible for ensuring that the Local Proxy remains installed for the operation of the EV Manager.

User understands and acknowledges that the use of the Local Proxy depends on continuous cellular or Wi-Fi connectivity and it will not function as intended if connectivity is poor or lost. It is User's responsibility to ensure that the Site of the Local Proxy installation has sufficient cellular or Wi-Fi coverage to enable the Local Proxy to function properly. User acknowledges that cellular or Wi-Fi connectivity operates on radio and signal frequencies and multiple external sources can impact the quality or availability of signal transmission. Honeywell is not responsible for connectivity issues, and Honeywell gives no warranty or guarantee as to network coverage, quality, or availability. Honeywell is also not responsible for lost data and User agrees to implement adequate backup storage.

Honeywell grants to User a limited, worldwide (subject to export restrictions), non-exclusive, nontransferable, revocable, license to software incorporated within the Local Proxy ("Embedded Software") solely for use with the Local Proxy. Honeywell and its affiliates and licensors and suppliers own all intellectual property rights in the Embedded Software, and reserve all rights not expressly granted in the Agreement.

Honeywell will use commercially reasonable efforts to repair the Local Proxy if it fails to function in substantial conformance with its published specifications. Notwithstanding the foregoing, Honeywell does not warrant or guarantee the performance of the Local Proxy and Honeywell is not responsible or liable for issues, problems, damages, or loss arising from or related to the failure of the Local Proxy. Repair of the Local Proxy is User's sole and exclusive remedy for its failures.

It is User's responsibility to ensure that the third-party EV infrastructure, including but not limited to charging station, charge management system, complies with applicable laws, regulations, rules, and codes and has been installed and maintained in accordance with published specifications. Honeywell has no liability for any failure of or inability to use or access the EV manager that is caused by defects or failures in the third-party EV infrastructure.

Any set points provided by User are at User's discretion and at User's own risks. User is solely responsible to confirm all set points are within the range permitted by EV infrastructure. In particular, User understands that any recommendations or actions by EV Manager is based on the data that EV Manager collects from the third-party EV infrastructure and that any omissions, errors, or inaccuracies in the data may result in inaccurate, faulty, or improper recommendations or actions by EV Manager. User agrees that any data that User shares with Honeywell through EV Manager is shared with all required consents and authorizations as may be required by third parties or applicable law.

User agrees its use of the EV Manager is compliant with any applicable third-party product requirements, authorizations, and licenses, including but not limited to such third-party product's warranty requirements. User acknowledges and understands that in the event that use or connection of EV Manager with any third-party product voids the warranty accompanying the third-party product, Honeywell is not responsible or liable for repair or replacement of the third-party product. Honeywell makes no warranties regarding any compatibility of EV Manager with any third-party EV infrastructure.