



## Honeywell Forge Performance<sup>+</sup> for Buildings | Visitor and Contractor Management ("Offering") Product Terms

Version 1.0: Updated June 7, 2024

These Offering specific terms form part of your order Agreement with Honeywell ("Product Terms"). If a conflict between these Product Terms and the Agreement, these Product Terms prevail.

### A. Offering Description

<b>Honeywell Forge Performance<sup>+</sup> for Buildings   Visitor and Contractor Management ("VCM" or "Sine")</b>	VCM is a SaaS solution that digitizes, automates, and streamlines visitor and contractor management processes, site check-in / out experiences and visitor, supplier, and contractor compliance management.
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### B. Offering Package and Feature Descriptions

<b>Visitor Management (f.k.a. Core)</b>	VCM's Core offering is a Visitor Management solution that digitizes the check-in / out. It provides Buyers with an option to tailor the experience by visitor type with customizable forms to request visitor information and communicate certain site-specific health, safety, and compliance information. The Buyer data on check-in/out times and communication information, is available for Buyer to access through the VCM Core dashboard.
<b>Contractor Management (f.k.a. Workflows)</b>	Contractor Management is a digital form builder that helps to digitize and streamline a Buyer's compliance management (including permits to work), training, and communication processes. Customer can set this solution to monitor expiry dates and automate reminders for events and processes and also search for responses within Contractor Management dashboard.
<b>Companies</b>	Companies digitizes and automates the collection and management of Buyer's supplier compliance documentation. From Buyer's dashboard, Users can request and approve/reject documentation, view supplier compliance status, download/upload supplier data from within the Companies dashboard, and group suppliers based on their document requirements. Users can set Companies to monitor and set automated reminders for document expiry dates (as entered by suppliers).
<b>Lobbies</b>	Lobbies add-on is for buildings with multiple tenancies and enables the display of multiple tenants on one kiosk. Site tenants can determine how they would like to use VCM's Core visitor management offering, with control over their own teams, visitors, data, and privacy setting options.
<b>Access Control Integration</b>	VCM's Access Control Integration is a SaaS and hardware solution that combines the VCM Core offering with third party access control solutions to enable a single integrated, cloud-based means for building owners and facility managers to provide additional access control and visitor management capabilities.
<b>Mobile App</b>	Mobile App is available for iOS and Android. The Mobile App is designed to allow Site visitors, including contractors, staff, and couriers, to check in or out of a Buyer Site via their mobile phone. Buyers can set the solution and Mobile App to enable: <ul style="list-style-type: none"><li>Site geofencing with a virtual perimeter around a Site that enables repeat visitors to check in and out of the Site with ease from their Mobile App.</li><li>Visitor notifications when they arrive or leave a Site reminding them to check-in or check-out.</li><li>Users alerts that their Site visitor has arrived.</li><li>Contractor capability to scan QR Codes on a Site to direct the contractor to Buyer induction documents or to instructions related to their on Site work.</li></ul>

### C. Supplemental VCM Offering Terms

- VCM web and electronic ordering and sign-up.** BY (A) ELECTRONICALLY CLICKING AND ACCEPTING THESE TERMS, (B) SETTING UP A VCM ACCOUNT OR PROFILE, (C) ENTERING INTO AN ORDER FORM, OR (D) OTHERWISE ACCESSING AND USING VCM, ALL USERS AGREE TO FOLLOW AND BE BOUND BY THE AGREEMENT, INCLUDING THESE PRODUCT TERMS, AT ALL TIMES. If you are entering into these terms on behalf of or as an agent, employee, or representative of a company or legal entity, you represent and warrant that you have the right, power, and authority to bind such entity to the Agreement and you are at least 16 years of age and a natural person. If you do not have such authority, or if you do not agree, you must decline and not access or use the Offering. The Offering is not available to persons who are not legally eligible to be bound to the Agreement. Honeywell may, from time-to-time, contact a User to confirm the accuracy of account information.
- VCM Defined Terms.** Terms not defined have the meaning in the Agreement. "Order Form" includes web or electronic VCM account sign-up and access, including any mobile access. For VCM, Honeywell means and includes Sine Group Pty Ltd A.C.N. ("SGP"), a wholly owned Honeywell subsidiary, and any successor in interest or subsequent SGP or Honeywell Affiliate. "Site" includes any physical locations registered with Honeywell where Users may access the Offering.
- Product Terms Updates.** Honeywell may update these Product Terms from time to time. It is your responsibility to check the Honeywell site at



<https://www.honeywellforge.ai/us/en/legal/legal-terms> and/or our Offering dashboard to review updates. Honeywell will make commercially reasonable efforts to notify Buyer of a material change to these Product Terms when there is a corresponding material degradation to the Offering functionality, and such notice may be through a Honeywell updated site posting on <https://www.honeywellforge.ai/us/en/legal/legal-terms> or via email or Offering dashboards. Continued use of the Offering(s) constitutes Buyer's consent to changes and updates.

4. **Additional Third Party Use Rights.** Buyer may permit third parties to be VCM Offering Users. Buyer is responsible and liable for the acts and omissions of, or breaches by, such third parties as its Users.
5. **Evaluation.** Evaluation of VCM is limited to no more than 30 days, as provided by Honeywell. Honeywell may immediately terminate the VCM Evaluation when the trial period expires and may modify and terminate VCM Evaluations at any time without liability.
6. **Data Processing.**

- a. **Notice.** In addition to the privacy terms in the Agreement, where Honeywell acts as a data controller with respect to VCM (e.g. for account management and invoicing purposes), it will process personal data in accordance with the Honeywell privacy statement found at: <https://www.honeywell.com/us/en/privacy-statement>. For instances where Buyer is the data controller (e.g. as it relates to Buyer's and its User's access and use of VCM), Buyer's privacy policies and notice will apply. Buyer is responsible for providing its privacy notice and policies to Users and for ensuring that it has a lawful basis to collect, use and share the User's personal data (including any personal data deemed "sensitive" or "special" under applicable laws).
- b. **Geolocation Automated Features.** Honeywell may use Geolocation automated decision-making, or similar features, in accordance with the Buyer's set requirements. For example, Honeywell processes User's geolocation data which compares a pre-set GPS longitude and latitude site coordinates to determine whether a User is at or near a location the User has previously visited to commence Buyer's check in procedure. Where Honeywell offers such Geolocation features, it will do so when the User has provided its explicit consent or if it is necessary for Honeywell's performance of a contract with the Buyer.
- c. **International transfers.** Honeywell is a global organization and your personal information may be transferred to, held, stored or used across various locations worldwide such as the United States, England, Philippines, Brazil, and Singapore in accordance with applicable laws and regulations.
- d. **Deletion.** SGP and Honeywell have no responsibility to monitor Input Data and/or Buyer Specific Data. Honeywell reserves the right to delete such Input Data and/or Buyer Specific Data, including User data, with or without notice to Buyer or User, if such data violates the Agreement or any law, if required by governmental authorities, to avoid or limit liability to SGP, Honeywell, or third parties, or to protect the security of our systems.
- e. **Subprocessors.** VCM Subprocessor list is available at <https://www.honeywellforge.ai/us/en/legal/subprocessors/buildings>.
- f. **Facial recognition.** Buyer controls whether VCM Face Check is enabled and is responsible to ensure it is enabled in compliance with applicable laws and Buyer's privacy policies. If Buyer has enabled a facial recognition solution (e.g., "Face Check"), Honeywell may process the User's biometric information if the User opts in to facial recognition.
- g. **Check-in/out Workflows.** Buyer may also create customized, personal information collections using the visitor management check-in and check-out forms to manage visitor check-ins, optimize workflows, and manage contractors and staff. In these and similar situations, the Buyer is responsible for deciding how the User's data and personal information is processed, and the Buyer's privacy policies will control.
- h. **Sensitive Personal Data.** As part of VCM, Buyer may choose to collect personal data that may be considered "special" or "sensitive", such as the User's temperature, vaccinations status, and health information for Buyer's own purposes. Honeywell does not request the collection of sensitive personal data and will only process sensitive personal data as a processor for the limited purposes set by the Buyer. Buyer is responsible for ensuring its collection of sensitive personal data complies with applicable laws and Buyer's privacy policies.
- i. **Buyer Policies and Data Subject Queries.** Honeywell has no control over and is not responsible for the Buyer's privacy or data security practices. If a User has any questions or concerns about how their personal information is handled by Honeywell when processed on behalf of Buyer, the Buyer is responsible for addressing these queries or concerns.

7. **Security.** The following security practices apply to VCM: <https://www.sine.co/security/>.
8. **Hardware Terms.** VCM hardware may include, but is not limited to, tablets, stands, lockers, keys, wireless devices, or other equipment. Hardware ships with applicable warranties, notices, and licenses from the hardware manufacturer. Any hardware supplied by Honeywell for a trial period may only be returned in like new condition prior to the expiry of 30 days from the date of shipment to Buyer. If trial hardware is retained by Buyer for more than 30 days after the shipment date, then Buyer will (a) be charged the standard hardware Fee to be paid in accordance with the Agreement, and (b) not be eligible to return the hardware.
9. **Third-Party Hardware or Software.** Third-party hardware or software provided by Honeywell may be subject to additional third party terms and conditions ("Third-Party Terms") either (a) stated herein, (b) provided to Buyer as part of implementation or Buyer's access, or (c) indicated in an Order Form. Your agreement to an Order Form, or any access or use of third-party hardware or software provided by Honeywell, constitutes your consent to the Third-Party Terms. Honeywell does not provide any hardware warranty for third party hardware, and expressly disclaims



any and all conditions, warranties, and representations of any kind. The below Third-Party Terms apply as indicated.

- a. **CIC Technology Pty Ltd Products:** For Buyer's purchase of hardware manufactured by CIC Technology Pty Ltd ("CIC"), including but not limited to Torus Electronic Key Cabinets, ("CIC Hardware") from Honeywell: CIC warrants that CIC Hardware shall be free from defects in material and workmanship at the time of delivery and for a period of one year from such delivery ("CIC Manufacturer Warranty"). This CIC Manufacturer Warranty is the only warranty that applies to CIC Hardware. Buyer agrees to: (i) visually inspect CIC Hardware upon delivery and promptly advise Honeywell of any damage or defect to the CIC Hardware; (ii) provide written details of any damage or matter, including evidence, by written notice to Honeywell not later than seven (7) days after the CIC Hardware delivery to Buyer; and (iii) arrange (in advance) for the return of such CIC Hardware to Honeywell. If no written notice is given to Honeywell under this provision, CIC Hardware will be deemed accepted. The CIC Manufacturer Warranty shall not apply, and neither CIC nor Honeywell shall be liable for, any CIC Hardware defect or problem arising from ordinary wear and tear or any malfunction or damage caused by inappropriate or inadequate installation, use, or maintenance not in accordance with documentation or instructions; negligence; accident; tampering; introducing or substituting incompatible components; or interactions with equipment or materials not directly supplied by Honeywell or CIC. If CIC performs any repair or replacement services under the CIC Manufacturer Warranty, those services do not include recovery of data from the CIC Hardware or Honeywell solutions, and Buyer acknowledges and agrees that such services could result in Buyer data being lost, destroyed, or corrupted, and Honeywell is not liable or responsible. Buyer's exclusive remedy is limited to replacement or repair of the relevant CIC Hardware in accordance with these terms and conditions.
- b. **Apple Inc. Products:** For Buyer's purchase of software or hardware manufactured by Apple Inc. ("Apple"), including but not limited to iPads ("Apple Products") from Honeywell: Honeywell will provide Buyer with a bill of sale or other receipt that states the date of sale, the Apple Products serial number(s), and the address of the location where the sale occurred.

**10. VCM Webhooks, APIs, and Third Party Apps.** Honeywell may make VCM webhooks available to Buyer ("VCM Webhooks") so Buyer can enable data conveyance from VCM to Third-Party Apps. For VCM Webhooks: (a) Honeywell grants Buyer a revocable, non-exclusive, non-assignable, non-transferable right to use VCM Webhooks solely as reasonably necessary to create and use Third-Party Apps with VCM, and (b) VCM Webhooks are subject to the Agreement to the same extent as SaaS, except Buyer's Use Rights in VCM Webhooks are expressly limited to the license provided in this provision. We may also make available APIs that may be used to access the VCM Offering. Buyer may use such VCM APIs as described in API Documentation and Buyer is solely responsible for any unauthorized use and for the security of any API keys issued. If Honeywell permits a Third-Party App to provide further integration services with Offering services, Buyer agrees that Honeywell may charge (and Buyer is responsible for) additional integration services Fees in accordance with the Agreement. Honeywell is not liable or responsible for any fault, interruption, or failure of the Offering related to Buyer's VCM Webhooks, Third Party Apps, or any third party services.

**11. VCM Plans and Fair Usage.** Site Plan types are based on estimated average check-in volumes per day for all User types, as solely determined by Honeywell based on good faith and typical VCM usage. If a Buyer's VCM check-in volumes over a 30 day period exceed such VCM average estimates, Honeywell may require upgrade to larger site volume plan. If Buyer rejects the upgrade, Honeywell may suspend or terminate VCM without liability. For this provision, the term "check-in" includes any point-in-time record of a User's visit to, access to, and rejection from, a site, and any User site pass created through VCM (whether via web, tablet, API or mobile device). If Buyer requests to upgrade a VCM plan or add Sites, the VCM list price effective at such time will apply. Additional Fees shall be payable at the current VCM list price on a pro-rata basis for the remainder of a Buyer's current billing cycle and in-full thereafter. Honeywell may update Offering list price fees at any time. For Offering Fee changes to existing Buyer subscriptions, the change will become effective at the start of Buyer's next billing cycle, or Offering renewal, whichever is earlier. Honeywell has no obligation to provide any Offering for Fees not paid.

**12. SMS and Additional Data Plans.** VCM allows notifications and messaging to be sent via SMS, email, and push notifications through the VCM Mobile App. Buyer and its Users are provided with SMS usage deemed to be standard, in Honeywell's sole discretion, to fulfil average number of User notifications based on good faith and typical VCM usage. Any excessive, malicious, or VCM usage deemed by Honeywell to be outside ordinary course, shall incur additional SMS costs and/or VCM suspension or termination. Users must provide accurate emails and mobile numbers for SMS to operate. If Honeywell provides any additional data plan services, such as 4G, such data plans and charges are estimates only and subject to additional charges, including if usage exceeds the plan level provided. Any data services provided are for use with VCM only and does not include Apple iOS or Android updates, which if downloaded, may incur further charges by the data plan providers that Honeywell utilizes, and such charges will be promptly paid by Buyer.

**13. Credit Card Payments.** Unless agreed otherwise in writing by Honeywell, Honeywell may allow Buyer to pay for an VCM Offering by credit card through Honeywell's authorized credit card payment processor (the "Payment Processor") for an amount not to exceed amounts set by Honeywell for a single VCM invoice. The credit cards permitted will be in accordance with the Payment Processor policies which may authorize use of Visa, MasterCard, American Express, or Discover), and such Payment Processor policies may be updated from time to time. If Buyer is paying by credit card, Buyer expressly acknowledges and agrees that:

- a. Buyer's credit card information is Buyer's accurate information and up to date;
- b. Payment is due prior to activating the Offerings ordered;



- c. Buyer may not split single Offering orders between multiple credit cards;
- d. Buyer is obligated to provide a valid credit card through the Honeywell and/or Payment Processor portal provided;
- e. Buyer has sufficient credit to be charged for any Order Form being placed;
- f. The credit card provided by Buyer (or, the credit card selected by Buyer as its default card) will be automatically charged upon placement of an Order Form (including point of sale) for Offerings, the invoice date, or as provided below for subscriptions;
- g. For subscription Offerings, unless Honeywell has received a timely notice of termination, Buyer's credit card (or, Buyer's default card chosen) will be charged automatically on the Offering auto-renewal date;
- h. Buyer authorizes and consents to Honeywell, through its Payment Processor, initiating, charging and clearing credit card payments, which includes: (i) Offering Fees and any Buyer Data provided; (ii) clearance through an automated clearing house network (or other Payment Processor affiliate or payment provider), and (iii) charge of additional Payment Processor or Honeywell credit card processing fees, or charge of other expenses or fees, including reasonable attorneys' fees, incurred as a result of credit card transactions or otherwise related to Buyer delinquencies or fault.
- i. Honeywell current uses Stripe, Inc. as its VCM Payment Processor, which may be updated at any time, and Buyer and its Users will comply with any additional Payment Processor terms and policies provided to Buyer.
- j. Honeywell has no obligation to refund any automatic recurring Offering charges to Buyer's credit card where Buyer failed to provide a timely notice of termination, and Buyer agrees not to contest such charges with its credit card provider. An invoice paid by credit card will be satisfied when fully processed by Payment Processor and all Fees received by Honeywell. An Offering delivery may be delayed, in Honeywell's sole discretion, until credit card fees are cleared and received by Honeywell.
- k. To cancel or replace a Buyer credit card noted for Offering payment, contact [finance@sine.co](mailto:finance@sine.co).

- 14. Training.** Honeywell may provide self-service training modules with the Offering. On-site training may be available at an additional fee.
- 15. Site References.** Honeywell may refer to Buyer on the Honeywell (or [www.Sine.co](http://www.Sine.co)) website. Please contact Honeywell through your service contact if you do not wish to be referred to on Honeywell's website.
- 16. Warranty Disclaimers.** In addition to the Agreement disclaimers, for VCM, HONEYWELL IS NOT RESPONSIBLE OR LIABLE FOR ANY FAILURE OF VCM TO SEND A MESSAGE TO A USER IN ANY CIRCUMSTANCES. VCM IS NOT A REPLACEMENT FOR SITE EMERGENCY SYSTEMS.
- 17. Buyer Additional Responsibilities.** Buyer agrees that it shall meet minimum Buyer Site or Buyer technology requirements for the Offering(s) provided by Honeywell, such as minimum equipment, network, or internet speeds, and other requirements set forth in technical documentation. Buyer team administrative Users will be provided access to VCM as of the Term effective date and will be required to complete Offering set-up information and questionnaire(s) (which may be provided prior to Term effective date). Honeywell is not liable or responsible if use of the Offering is delayed or impaired due to Buyer's failure to align with these Buyer requirements, and all Fees due will remain as provided in the Order Form. The Offering(s) may allow Buyer to gather information related to individuals attempting to enter or gain access to a Site and to process that information through the Offering(s) or through Third-Party Apps. Any VCM analytics or outputs, including, but not limited to, a notification that an individual's credentials appear accurate, an ID appears truthful, or an individual is listed on a Site's checklist or watchlist, are intended to assist with Buyer's decisions, but ultimately Buyer is solely responsible and liable for (i) any use, reliance or interpretation of such VCM Offering data, analytics, output, and/or recommendations, including any such information accessed or transferred through Webhooks or Third Party Apps; (ii) Buyer Site entries; (iii) ensuring any individuals entering a Site are authorized to do so; and (iv) confirming that Buyer's use of the VCM Offering is in conformance with any applicable third-party requirements, including service, warranty, and laws.