

THIS OPEN VEP AGREEMENT IS ENTERED INTO BETWEEN YOU AND HONEYWELL, INTERNATIONAL, INC. AND GOVERNS ALL USE OF THE SERVICE (AS DEFINED BELOW). BY ACCEPTING THIS OPEN VEP AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "BUYER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

### 1. DEFINITIONS

**"Approved Use"** is limited to the following: Buyer may access the Service only from within Buyer's corporate network or virtual private network (VPN) connection via provided a secure browser-based interface, as outlined in the system documentation, and subject to the terms and conditions set out in herein. Additionally, Buyer may modify the Service configuration, engineer, develop and/or install software on provided nodes, as deemed necessary by Buyer, subject to the limitations set forth herein. If Buyer accesses the Service, or any of its features or functionality, on an evaluation basis, the terms and conditions of Section 2.2 shall apply.

**"Buyer Data"** means data in electronic form input by or collected, downloaded or otherwise received from Buyer or its Users by or through the Service. Buyer Data does not include any Personal Data.

**"Information Technology"** ("IT") means, collectively, and to be broadly construed, any and all hardware, software, source code, instructions, manuals, licenses, networks, data, applications and/or other related goods or services, whether provided by Honeywell or a third party, which directly and/or indirectly affects and/or accesses the Service.

**"Intellectual Property"** means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

**"Malicious Files or Code"** means files or code that interfere with or disrupt network users, services or equipment, such as with the intent to cause an excessive or disproportionate load on Honeywell's or its suppliers' infrastructure, by means including, but not limited to, distribution of unsolicited bulk e-mails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines.

**"Materials"** mean written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Honeywell, another customer of the Service, or any other third party.

**"Personal Data"** means any information relating to or unique to an identified or identifiable natural person or which can be used to identify a particular 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.

**"Service"** means the Cloud Experion Nodes Hosting service provided by Honeywell as specified in this Agreement, including the Materials.

**"Users"** mean individuals who are authorized by Buyer to use the Services, for whom subscriptions to the Service have been purchased, and who have been supplied user identification and passwords by Buyer, or by Honeywell at Buyer request. Users may include your employees, but may not include your contractors or other third parties, unless otherwise consented to in writing by Honeywell.

### 2. USE OF SERVICE

2.1 Subject to Buyer compliance with this Open VEP Agreement and payment of applicable fees, Honeywell grants Buyer a non-exclusive, non-transferable right during the Term to implement, configure and permit its Users to remotely access and use the Service, and the Materials in connection with Buyer's use of the Service, solely for Buyer's internal business purposes for the Approved Use. Buyer's use of the Service shall not exceed the Approved Use set forth in this Agreement. No software will be provided to Buyer on any media under this agreement; any software delivered by Honeywell is subject to a separate software license ("License"). If Buyer does not agree to a License with Honeywell then Buyer does not have a license or right to the software. Upon the termination or expiration of the Agreement, Buyer's right to access and use the Service terminates.

2.2 If Buyer accesses the Service on an evaluation basis ("Evaluation Service"), then Buyer may use the Evaluation Service only for evaluation purposes and for the period Honeywell specifies. Unless Honeywell specifies otherwise, any use of the Service on an evaluation basis will be for a period of 30 days, beginning on the date Honeywell provides Buyer with login credentials. Buyer must not use the Evaluation Service for any production computing activity. Notwithstanding any other provision of this Agreement, Honeywell provides the Evaluation Service (a) free of charge and without support; and (b) "AS IS" without indemnification or warranty of any kind. Also, certain features may not be

available for the Evaluation Service. Buyer will not have access to the Evaluation Service or to Buyer's content when it terminates. Any Evaluation Service features and functionality do not constitute an implied commitment to offer them to Buyer or anyone as part of the Service on a generally available basis.

- 2.3 Buyer shall: (a) be responsible for Users' compliance with this Open VEP Agreement; (b) be solely responsible for the accuracy, quality, format, integrity and legality of Buyer Data and of the means by which Buyer acquired Buyer Data; (c) prevent unauthorized access to or use of the Services, and notify Honeywell promptly of any unauthorized access or use; (d) use the Service only in accordance with the applicable user documentation and applicable laws and government regulations; (e) use only computer systems to access the Service that meet Honeywell's recommendations in the applicable user documentation; (f) use an appropriate connection to the Service to accommodate the volume and/or nature of Buyer's queries to the Service; (g) be responsible for operating and maintaining its computers and providing connectivity and security to the Internet for its Users in order to provide adequate access to the Service; and (h) be responsible for obtaining all the necessary hardware, software, equipment, or other rights required to connect to the Service.
- 2.4 Except as stated in this Open VEP Agreement, Buyer may not without Honeywell prior written consent: (a) make the Service or IT available to anyone other than Users; (b) copy, modify, rent, lease, loan, host, timeshare, use in the operation of a service bureau, sell, or disclose the Service; (c) use the Service or IT to store or transmit infringing, threatening, harassing, obscene, libelous, or otherwise unlawful or tortuous information or material, or to store or transmit material in violation of third-party privacy rights; (d) upload or use the Service or IT to store or transmit Malicious Files or Code; (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein; (f) attempt to gain unauthorized access to the Service or the IT; (g) permit any third parties, including contractors, to use the Service or access the IT; (h) create derivative or merged works of the Service or attempt to download any component parts of the Service; (i) copy, co-brand, frame or mirror any part or content of the Service; (j) use the Service or IT for other than the Approved Use; (k) use or allow use of Service for processing data of any person or entity other than Buyer; (l) give any competitor of Honeywell direct or indirect access to the Service or IT; (m) probe, scan, test the vulnerability of, or circumvent any security measures associated with the Service or IT; (n) use the Service or IT in hazardous environments requiring fail-safe performance where the failure of the Service could lead directly or indirectly to death, personal injury, or severe property or environmental damage, including, without limitation, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems; or (o) access the Service in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Service. Buyer will not allow or enable a third party to engage in any of the foregoing.
- 2.5 Buyer will not allow any non-User Buyer subcontractors, agents, and/or representatives to access the IT without the express written consent of Honeywell. If Honeywell allows such access, which will be at Honeywell's sole discretion, then Buyer shall only allow subcontractors, agents, and representatives involved in the performance of Buyer's obligations related to the Approved Use to access the IT or Service and Buyer will require all such subcontractors, agents, and representatives to comply with the provision of this Agreement in the same manner as Buyer. Buyer is liable for any non-compliance with the Agreement by its subcontractors, agents or representatives.
- 2.6 Buyer acknowledges that the IT is not designed with security and access management for processing the following categories of information: (a) personal information; (b) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services and related technical data designated as defense articles or defense services; and (d) ITAR (International Traffic in Arms Regulations) related data, (each of the foregoing, "Prohibited Data"). Buyer must not, and must not permit any user to, provide any Prohibited Data to, or process any Prohibited Data through, the IT. Buyer is solely responsible for reviewing all Buyer data and shall ensure that no Buyer data constitutes or contains any Prohibited Data.
- 2.7 Buyer acknowledges there are measures in the Service designed to prevent unlicensed or illegal use of the Service. Buyer must not: (a) disclose passwords or user IDs required to use the Service to any third party, (b) circumvent any license management, security devices, access logs, or other Service protection measures, or (c) modify or tamper with any protection measures. Buyer shall ensure that all unnecessary software, services and ports on system(s) used to access the Service are removed or disabled. The most currently available operating system updates and patches must be applied and tested in a timely manner. Logging functionality must be enabled to, at a minimum, capture login activity.
- 2.8 Buyer will organize access on its network such that if any party is connected to Buyer's network, such third party will not have the possibility to gain access

- directly or indirectly to the IT. Buyer shall provide support for the isolation of Honeywell network segment(s) on which Buyer's system operates. Buyer shall provide all technical information necessary to facilitate the failsafe and effective construction of appropriate firewall rules, including full disclosure of which hosts need to communicate through each firewall interface and what protocols and ports those hosts use.
- 2.9 Buyer may not directly or indirectly deconstruct, decompile, disassemble, decode, translate, reproduce, redesign, reverse assemble or reverse engineer or otherwise attempt to derive the source code of the Service, or permit any third party to do the foregoing.
- 2.10 Buyer agrees to hold the Service, as well as the technology, documents, ideas, concepts, methodologies, specifications, know how, processes, algorithms and trade secrets embodied in or related to the Service and IT (collectively "Protected Information"), in strict confidence and will use best efforts not to disclose Protected Information to others. Buyer will take all actions necessary to prevent unauthorized access, disclosure, distribution, possession, alteration, reproduction, transfer or use of Protected Information, and will train users to comply with this Open VEP Agreement. Except as otherwise provided herein, Buyer will destroy any Protected Information removed from the Service or relating to the IT at the earlier of Honeywell's request, termination and/or expiration of this Agreement. Buyer is responsible for all damages arising from unauthorized use or disclosure of Protected Information or any violation of this Open VEP Agreement.
- 2.11 The Service may allow access to third party materials, including software. The third party materials may be subject to additional or alternate terms and conditions, which, if applicable, may be found in the Service or the materials accompanying those third party materials. Unless otherwise specified in such third party terms and conditions, Buyer must only use third-party materials with the Service and according to the Approved Use. Buyer agrees that Honeywell may allow providers of those third party materials to access Buyer Data as required for the interoperation of such third party materials and the Service. Honeywell is not responsible for any disclosure, modification or deletion of Buyer Data resulting from any such access to third party materials, and Buyer's sole recourse is against the third party provider.
- 2.12 Buyer is responsible for any software, product or service that a third party licenses, sells or makes available to Buyer that Buyer installs or uses with the Service. Buyer's use of that software, product or service is governed by separate terms between Buyer and that third party. Honeywell is not a party to and are not bound by any of those separate terms. Buyer represents and warrants that Buyer's content does not and will not violate any third-party rights, including any intellectual property rights, and rights of publicity and privacy. Buyer will ensure that its use of the Service complies at all times with its privacy policies and all applicable laws and regulations, including any encryption requirements.
- 2.13 Honeywell shall not be responsible for the contents of any linked external Web sites.
- 2.14 Buyer shall protect the IT of Honeywell and its vendors (including, without limitation, its network, equipment, applications, data and information) from unauthorized use and access, and shall provide or take such security measures necessary to assure such protection in accordance with the highest professional standards and in accordance with security best-practices in the industry. Buyer shall not attempt to penetrate or disable any security system. Buyer shall not access or otherwise interfere with the accounts of other users of the Service or IT.
- 2.15 Buyer shall not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system or website. Additionally, Buyer shall take all reasonable measures to prevent the introduction of viruses (including without limit network worms, Trojan horses, logic bombs and all other unauthorized modifications) to the Service. Effective virus protection software shall be run on all servers and workstations that reside on Buyer's internal network at all times. The virus signature files on these devices shall be updated in a timely manner as new releases are made available by the virus protection software vendor, in an automated fashion. Updates shall be applied at a minimum of daily, or as released by the virus protection software vendor. Buyer shall notify Honeywell promptly of any virus discoveries.
- 2.16 If Buyer becomes aware of any actual or threatened activity prohibited by this Agreement, Buyer will, and will cause its authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and IT); and (b) notify Honeywell of any such actual or threatened activity.
- 2.17 Honeywell shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Buyer in accessing the Internet to access the Service. Honeywell is not responsible for any delays, delivery failures, or other damage resulting from such problems. Buyer is responsible for providing connectivity and security during Buyer's access to the Service. Buyer will not introduce any software, data or equipment that has an adverse impact on the Service. Buyer acknowledges that Service downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
- 2.18 Honeywell reserves the right, in its sole discretion, to make any changes to the Service, IT, and/or Materials that it deems necessary or useful, for example to: (a) maintain or enhance (i) the quality or delivery of Honeywell's Service to its customers, (ii) the competitive strength of or market for Honeywell's Service or (iii) the Service's efficiency or performance; or (b) to comply with applicable law and regulation. Buyer agrees that its purchase of subscription(s) for the Service is neither contingent upon the delivery of any future functionalities or features.
- 2.19 If Buyer is granted access to the Service on an Evaluation basis, Buyer agrees that (a) Honeywell has no obligation to provide any particular service level or support services; and (b) Honeywell may cease providing access to such Service at any time without notice. This Section supersedes any conflicting term of the Agreement.
- 3. TERMINATION OF SERVICE AND SURVIVAL**
- Buyer's subscription to the Service will commence on the date that Honeywell provides Buyer with login credentials for the Service ("Acceptance Date") and will continue for the Term, unless terminated as set forth herein. If a Term is not otherwise specified in the Agreement, or the Service is an Evaluation Service, then the subscription will continue for one month from the Acceptance Date. Honeywell may terminate this Agreement in its sole discretion, with or without cause, by giving notice to Buyer. Honeywell may suspend, terminate, withdraw, or discontinue all or part of Buyer's access or one or more end users' access to the Service or IT at any time upon notice with or without cause; upon receipt of a subpoena or law enforcement request; or when Honeywell believes, in its sole discretion, that Buyer (or its Users) have breached any term of this Agreement or are involved in any fraudulent, misleading, or illegal activities. Honeywell may modify software access, at any time, with or without prior notice to Buyer and Buyer agrees that Honeywell shall not be liable to Buyer or any third party for any such modification. It may be necessary for Honeywell to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade software, which may temporarily degrade access to IT or result in a partial or complete outage of the Service. Honeywell shall attempt to provide seven days advance notice of such activities; however, Honeywell provides no assurance that Buyer will receive advance notification or that the Service or IT access will be uninterrupted or error-free. Unless otherwise agreed in writing, any degradation or interruption in the Service or IT access shall not give rise to a refund or credit of any fees paid by Buyer, if any. Upon termination or expiration of the Agreement, fees owed or paid to Honeywell under this Agreement will not be refunded to Buyer unless as otherwise set forth in this Agreement. These remedies are cumulative and in addition to any other remedies available to Honeywell and termination does not affect any cause of action accruing to Honeywell before termination. Upon expiration or termination of the Service, Honeywell may delete Buyer Data and has no further obligation to continue to hold, export, or return Buyer Data. Provisions of the Agreement that by their nature should continue in force beyond the expiration or termination of the Agreement will remain in force.
- 4. BUYER OBLIGATIONS**
- 4.1 Honeywell or its designee may: (a) require Buyer to send written certification of compliance with the terms and conditions of this Open VEP Agreement within 30 days of Honeywell request; (b) upon reasonable notice, perform a security audit, including an audit of the records and electronic logs of access to the Service; and (c) obtain true and correct photocopies during regular business hours at Buyer offices in a manner not to interfere unreasonably with Buyer's normal business activities. Buyer agrees to provide all cooperation and assistance as Honeywell may reasonably request to enable Honeywell to exercise its rights under this Open VEP Agreement.
- 4.2 If any audit discloses any underpayment, Buyer must promptly pay Honeywell the underpaid Service fees and related maintenance and support fees with interest at a monthly rate of the lower of 1.5% or the highest rate allowed by law. If the underpayment is 5% or more of the total amount of Service fees paid for the Software, Buyer must reimburse Honeywell for its audit costs and expenses associated with the audit. If Buyer exceeds its designated usage metrics set forth in the Approved Use, Buyer shall also pay to Honeywell the applicable excess fees. Buyer acknowledges that exceeding its then-current usage and/or storage allocations may result in service degradation for Buyer and other Honeywell customers.
- 5. INTELLECTUAL PROPERTY, MATERIALS, AND BUYER DATA**
- 5.1 Honeywell and its suppliers retain all right, title and interest in and to the Service and IT, and all Intellectual Property rights therein, including without limitation all copies, translations, adaptations, modifications, derivations, and enhancements of the Service and IT and all software used to provide the Service and all logos and trademarks reproduced through the Service. No right, title, or interest in or to the Service, IT, or any of their components is transferred hereunder to Buyer. Buyer agrees not to assert against Honeywell any claims of any rights in the Service, IT, or Materials.
- 5.2 Buyer recognizes and agrees that: (i) the Materials are the property of Honeywell or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Buyer does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Buyer's use of the Service. Honeywell has and will retain sole control over the operation, provision, maintenance and management of

the Service and Materials.

- 5.3 No right, title, or interest in and to Buyer Data is transferred to Honeywell. Notwithstanding anything to the contrary in this License or a separate written agreement, Buyer grants Honeywell a royalty-free, fee free, worldwide, irrevocable, perpetual license to collect, use, transfer, transmit, duplicate, disclose, sublicense and otherwise exploit all Buyer Data as Honeywell deems necessary to (a) provide the Service; (b) create, improve, market, or provide support for Honeywell and its affiliates' products, processes and/or services; (c) compile and/or aggregate analytical or other usage patterns related to use of the Service; and (d) otherwise aggregate and analyze the Buyer Data, provided that in the cases of (b)-(d) the Buyer Data is used in a form that does not identify Buyer. Buyer has and will retain sole responsibility for adopting procedures to identify and correct errors and omissions in Buyer Data and obtaining all permissions and satisfying all requirements necessary to enable Honeywell to use Buyer Data in accordance with this Open VEP Agreement. Buyer agrees that all information, inventions and algorithms derived from Buyer Data by or on behalf of Honeywell, and any Intellectual Property rights obtained thereon, are owned exclusively by Honeywell and are Honeywell Protected Information. Buyer agrees to not upload or transfer using the Service any: (i) Personal Data, (ii) data that is classified and or used on the U.S. Munitions list, including software and technical data; (iii) articles, services and related technical data designated as defense articles or defense services; and (iv) ITAR (International Traffic in Arms Regulations) related data. Should Honeywell process any Personal Data of Buyer and its employees, agents or affiliates, Buyer acts as the data controller and Honeywell acts as data processor (as the terms are defined in Directive 95/46/EC) in accordance with Buyer's requests and instructions. Buyer agrees that Honeywell may share Personal Data with its affiliates and may transfer Personal Data to the USA, India, Mexico or other countries in which Honeywell operates.

## **6. WARRANTY**

- 6.1 HONEYWELL WARRANTS THAT IT HAS THE RIGHT TO GRANT ACCESS TO THE SERVICE AND IT. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, HONEYWELL (INCLUDING ITS AFFILIATES, AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS LICENSORS, VENDORS, AND SUPPLIERS (COLLECTIVELY, THE "PROVIDING PARTIES") MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE IT, SERVICES, OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY: (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (2) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE, OR SERVICES; (3) RELATING TO THE PERFORMANCE OF THE SERVICE OR IT; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE SERVICE, OR THE RESULTS OF ANY RECOMMENDATION BY HONEYWELL.
- 6.2 ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED BY HONEYWELL "AS IS." WITH RESPECT TO YOUR USE OF THE SERVICE AND IT, (A) NEITHER HONEYWELL NOR ANY OF THE PROVIDING PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT THE SERVICE OR IT PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED; (B) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF HONEYWELL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (C) HONEYWELL AND THE PROVIDING PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY REPORTS, DATA, RESULTS, OR OTHER INFORMATION OBTAINED OR GENERATED BY COMPANY RELATED TO COMPANY'S USE OF THE SERVICE OR IT.
- 6.3 Buyer warrants that Buyer will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Service. The Service does not replace the need for Buyer to maintain regular data backups or redundant data archives.

## **7. LIMITATION OF LIABILITY**

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, OR THE LOSS, ALTERATION,

DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE OPEN VEP AGREEMENT WILL IN NO CASE EXCEED THE LESSER OF THE AMOUNT PAID BY BUYER FOR THE SERVICE WITHIN THE 12 MONTHS PRIOR TO THE CAUSE OF ACTION OR US \$1,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

## **8. Miscellaneous**

- 8.1 Buyer shall comply with all applicable export control and data privacy and protection laws and regulations of the United States and any other country having proper jurisdiction and shall obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all product, technology and software purchased, licensed, or received from Honeywell.
- 8.2 If any provision of the Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.
- 8.3 The failure of either Party to enforce at any time any provision of the Agreement may not be construed to be a continuing waiver of those provisions. Buyer will not bring a legal action under the Agreement more than two years after the cause of action arose unless a shorter period is provided by applicable law.
- 8.4 Honeywell will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond Honeywell's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, or acts of terrorism or war.
- 8.5 The Agreement is governed by the laws of the state of New York, United States of America, without regard to conflicts of law principles. Application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. The Parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the Federal and State courts within New York State for resolution of disputes, provided, however, that Honeywell may seek an injunction or enforce a judgment against Buyer in any jurisdiction.
- 8.6 The Agreement contains the entire agreement between the parties regarding the subject matter and supersedes any prior representation or agreement, oral or written, and all other communications between the parties relating to the subject matter. All pre-printed terms on Buyer's order are excluded.
- 8.7 The Agreement may only be changed by a written modification signed by authorized representatives of both parties. If there is a conflict between this Agreement and the terms of any other documents or agreements, this Agreement prevails with respect to the Service. Buyer will not assign rights or delegate obligations under the Agreement without Honeywell's prior written consent and any attempt to do so is void.
- 8.8 Buyer grants Honeywell a royalty-free, fee free, worldwide, irrevocable, perpetual license to use and incorporate into its products and services any suggestions, comments or other feedback provided to Honeywell. Buyer will not give any feedback that it has reason to believe is subject to any third party Intellectual Property claim or right.
- 8.9 The Agreement is in the English language only, which language is controlling in all respects, and all versions of this Agreement in any other language are for convenience only and are not binding on the parties. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.
- 8.10 Buyer may not delegate, transfer or assign, by operation of law or otherwise, the Agreement or any rights granted under the Agreement without the prior written consent of Honeywell. The Agreement binds any successors or assigns and Buyer must present the License to any assignee and such assignee must agree in writing to be bound by the License. Any attempt to assign, delegate or transfer in violation of this clause will be void. For purposes of this Section, assignment includes any change in control of the Buyer or the merger of the Buyer with any other legal entity.