

DEVELOPER DEVTOOLS TERMS

1. **Agreement.** These Developer DevTools Terms (the “DevTools Terms”) set out the terms and conditions applicable to the DevTools (as defined below) made available by Honeywell as identified in an Order Form. Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements, or policies and references to Order Form includes such documents. Buyer and its Developers understand that purchase of a Honeywell Offering may be required to have access or use of certain DevTools. Order Form terms together with these DevTools Terms, and any supplemental Offering terms, form a single contract (collectively this “**Agreement**”). The DevTools Terms apply, and Dev Rights commence, in accordance with the Order Form Term start date, or when Buyer or its Developer(s) click to accept access or agree to DevTools or use any portion of the DevTools, whichever occurs first. Defined or capitalized terms not defined herein have the meaning in the Agreement.

2. **Parties.** “**Honeywell**” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “**Buyer**” means, collectively, the other entities executing or assenting to the Order Form and any party that initially clicks to accept access or agrees to any portion of the DevTools. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it possesses directly or indirectly the power to direct the management and policies of the entity. “**Term**” is the timeframe provided the Agreement.

3. **DevTools.** Honeywell makes tools and services (“**DevTools**”) available for Developers to create software applications complementary to Honeywell Offerings which may include: (a) application programming interface commands, functions, instructions and objects for software that can remotely communicate and interact with Honeywell Offerings (“**APIs**”), (b) development kits with protocols, tools, libraries, documentation, code samples, processes, and/or guides (“**SDKs**”), (c) small blocks of reusable code that performs a specific function or set of functions (“**Snippet Codes**”), and (d) any other proprietary materials or documentation to supplement these functions provided by Honeywell. The DevTools Honeywell provides to Buyer and any Developers are specified in the Order Form. Honeywell may require that Buyer register its Dev Products (defined below) with Honeywell prior to receiving access to the DevTools. All registration requirements must be accurate and kept up-to-date by Buyer at all times. Each Buyer is, and will remain, responsible for Developers.

4. **Limits and Restrictions.** Buyer and Developer(s) agree that access to, and use of, the DevTools is subject to the following limitations: (a) during the Term, Buyer must maintain an active SaaS subscription to a Honeywell SaaS Offering that is provided and required in Offering documentation and data sheets (such as Honeywell Forge Performance+ for Buildings | Predictive Maintenance and/or Honeywell Forge Sustainability + for Buildings | Carbon and Energy Management (the “**Honeywell Offering(s)**” or “**Offering(s)**”); (b) DevTools and Dev Rights are subject to the terms of the Agreement as an Offering, including the terms and conditions provided in the <https://hwll.co/gtcs> and <https://hwll.co/saasterns>; (c) the limits of Buyer and its Developer’s use of the DevTools and/or Dev Products (“**Usage Metrics**”) are set out in the Order Form, Offering pricing sheets, and data sheets; (d) to the extent Buyer subscriptions of a base Honeywell Offering(s) ends or is terminated, Buyer and its Developer’s use of the related DevTools will also immediately terminate at such time; and (e) Buyer and its Developers must follow access and usage requirements and recommendations provided in DevTools documentation and data sheets.

5. **License.** Subject to payment of agreed fees and strict compliance with the terms of access and use, Honeywell grants Buyer a revocable, non-exclusive, non-assignable, non-transferable right to download, install, use and perform the features and functions of the DevTools, and print and display their documentation (collectively, “**Dev Rights**”) solely for the purposes of allowing Buyer and its Developers to create and use: (a) software or physical products that can be integrated with Honeywell Offerings provided in an Order Form; or (b) software designed to place an authorized number of requests, such as a login, query, calls, or operating commands, to a Honeywell server or product (“**Calls**”) in order to access, retrieve, display, manage or optimize content related to Honeywell Offerings (the “**Dev Products**”). Honeywell may set limits on the number of Calls and establish requirements, procedures and charges for handling Call and DevTools usage and overages, and Buyer is responsible to ensure any DevTools access and use is in accordance with these limits.

6. **Developers.** Buyer, its employees, and any party approved by Honeywell in writing in accordance with this Section, accessing the DevTools on Buyer’s behalf (collectively, “**Developers**”) may exercise Dev Rights, provided that, Buyer must bind them to this Agreement and Buyer is responsible and liable for Developer compliance with this Agreement, including any of their acts and omissions. Buyer authorization credentials for access DevTools will be assigned only by Honeywell for use by Developers. Once Buyer’s authorization credentials are assigned, Buyer is responsible to ensure the following is in place within its organization to manage Developer access and use of DevTools: (a) Buyer must create unique ClientIDs for Developer access to DevTools, ensure access is only enabled through the authorization credentials and its ClientIDs, and maintain confidentiality and secrecy of such credentials; (b) ensure log-in credentials are secured and only accessed and used by Developers within Buyer’s authorized and authenticated company systems; (c) only create and share authorized credentials with Buyer employees who have a need to know; (d) maintain logs and management tools to confirm each Developer is in compliance with all credentialed access; and (e) immediately discontinue and delete any log-in credentials and passwords once a Developer no longer needs or is permitted to have access, including upon a DevTool termination or suspension. Buyer shall not share any authorization credentials with any third party except to contractor Developers with Honeywell’s prior written approval who are bound in writing to maintain the secrecy of the authorization credentials and to access and use the same solely to perform work for Buyer. In the event the authorization credentials become lost, stolen, or compromised by any known

or unknown means, Buyer shall immediately contact Honeywell and follow the instructions provided by Honeywell to invalidate the impacted authorization credentials. Buyer is responsible to follow all DevTools set up and use requirements in accordance with Honeywell data sheets and documentation, including using only one set of keys per a single application, not embedding keys in source code or repositories, confirming the key rotation policy is followed, and deleting keys when no longer in use. Honeywell also recommends that Buyer add expiration to its credentials and keys for more robust security. Buyer and Developers understand and agree Honeywell is unable to retrieve expired credentials. Buyer may not resell Dev Rights or permit third parties (except Affiliates or Buyer third-party Developer contractors as provided in this section) to be Developers or make copies of the DevTools (except for single use back up purposes) except as agreed by Honeywell in writing. Honeywell has no responsibility with respect to actions or inactions of Buyer or Developers.

7. Acceptable Use. Buyer may not without Honeywell's prior written consent: (a) copy, modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer in any manner the DevTools or any license rights; (b) use the DevTools for anything other than the Dev Rights; (c) create derivative or merged works of the DevTools or separate the component parts of the DevTools; (d) input, upload, transmit or otherwise provide to or through the DevTools, any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the DevTools; (f) alter or remove any proprietary rights notices or legends on or in the DevTools; (g) use Honeywell trademarks, service mark, logos; (h) access or use or allow direct or indirect access or use of the DevTools for development, provision or use of a competing software service or product; (i) disclose any source code of which Buyer becomes aware; (j) disclose keys or authorization credentials required to use the DevTools to any third party, except as explicitly provided for herein or circumvent any license management, security devices, access logs, or other software protection measures or modify, tamper with, reverse engineer, reverse compile or disassemble keys; (k) scrape or create copies of data accessed or obtained using the DevTools, except as necessary to enable a legitimate Dev Rights usage scenario; (l) request more than the minimum amount of data that Buyer Dev Products needs for its functionality; (m) use an unreasonable amount of bandwidth or adversely impact the stability of the DevTools or behavior of other applications depending on the DevTools; (n) circumvent the need for users to obtain a valid license to Dev Products that are accessed through the DevTools; (o) use the DevTools in any way that violates applicable law; or (p) use the DevTools in a way that could create, in Honeywell's sole discretion, unreasonable privacy or security risks. Upon use of a new software key or authorization credential, Buyer will not use the old key. Buyer will not allow or enable a third party to engage in any of the foregoing. Any violation of the restrictions set forth in this Section or DevTools data sheets shall constitute a breach of Buyer Dev Rights under the DevTools Terms and the Agreement. There may be measures in the DevTools designed to prevent unlicensed or illegal use of the DevTools. Buyer may access certain DevTools simultaneously from multiple trusted sources using the same authorization credentials.

8. Support. Unless agreed otherwise in writing in this Agreement, Honeywell will provide support for DevTools similar to the subscribed Offering Buyer has purchased from Honeywell, otherwise no support is provided for the DevTools or Dev Products. To continuously improve Honeywell Offerings, Honeywell may make future changes to Honeywell DevTools and reissue DevTools instructions, documentation or guidance. Some changes may require redevelopment work by Developers to ensure compatibility and functionality, and Honeywell is not responsible or liable for such work, or any costs or performance related thereto. For APIs, Honeywell may provide reasonable advance notice of changes, including through updates to documentation or through Honeywell Offerings, that require Developer redevelopment work or changes. Honeywell is not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to: (a) conditions or events reasonably outside of Honeywell control; (b) cyberattack; (c) the public internet and communications networks; (d) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by Honeywell or acts or omissions of third parties Buyer retains; (e) Buyer and Developers negligence or failure to use the latest version or follow published or provided documentation; (f) modifications or alterations not made by Honeywell; (g) loss or corruption of data; (h) unauthorized access via Buyer credentials; or (i) Buyer failure to use commercially reasonable administrative, physical and technical safeguards to protect Buyer systems, issued credentials, or data or follow industry-standard or other mutually agreed upon security practices.

9. Security. Buyer agrees to operate Buyer Dev Products and any other use of the DevTools in a secure manner. Buyer agrees to use reasonable security measures to protect its Developer credentials and the data accessed through the DevTools. Buyer will permit Honeywell reasonable access to Buyer Dev Products for purposes of monitoring compliance with these DevTools Terms and respond to any questions regarding the same. Honeywell may restrict or terminate access to the DevTools or perform an audit if Buyer fails to provide adequate information and materials to verify Buyer compliance with the DevTools Terms. Buyer must have a process to respond to any vulnerabilities in Buyer Dev Products. In the event of a data breach by Buyer resulting from Buyer's use of the DevTools, Buyer will promptly contact the Honeywell Product Security Incident Response Team at PSIRT@Honeywell.com and provide details of the breach. Buyer will not make public statements about such breaches without prior written permission from Honeywell.

10. Privacy. Buyer must comply with all laws and regulations applicable to Buyer use of the data accessed through the DevTools. Buyer's use of the DevTools is conditioned up on implementing and maintaining appropriate privacy protections for Buyer applications and Dev Products. Buyer has sole responsibility for obtaining all consents and permissions (including providing notices to Users and third parties) necessary for processing data from the DevTools. Buyer understands and agrees that the privacy provisions applicable for Honeywell Offerings as stated in the GTCs apply: <https://hwl.co/gtcs>. Buyer agrees to implement industry best practices retention and deletion policies. Nothing in this Agreement shall be construed as creating a joint controller or processor-subprocessor relationship between Buyer and Honeywell.

11. Data. Buyer understands and agrees that the data provisions stated in the GTCs apply <https://hwl.co/gtcs>.

12. No Distribution. These DevTools Terms do not grant Buyer any rights to market, sell or distribute Dev Products. Buyer must enter into a separate written agreement with Honeywell to market, sell or distribute the Dev Products. Honeywell requires advance notice and technical review of all new Dev Products or versions. Buyer shall not use DevTools to distribute similar offerings to those offered by Honeywell without Honeywell written consent. Buyer is responsible for testing and compatibility of its Dev Products and Honeywell has no liability for them even if Honeywell conducted a technical review. Buyer is solely responsible and liable for Buyer's use of the Dev Products and any impact to the Honeywell Forge Offering caused by Buyer Dev Products, including but not limited to, any fees, loss or damages caused by the Dev Product and/or any functions Buyer enable through use of the DevTools and/or Dev Products. If Buyer wants to issue a press release or display Honeywell name, trademark or logo in relation to Dev Products or DevTools, Honeywell's prior written consent is required.

13. Evaluation. Buyer access to an evaluation, trial, or beta version of DevTools is limited to evaluation for Buyer's internal use during the time period stated, or if not stated, for 90 days ("**Evaluation**"). Additional restrictions may be listed in an Order Form or this Agreement. Without limiting any other disclaimers in this Agreement, the Evaluation is provided "AS IS," without indemnification, support, representation, warranty or other obligation of any kind (express, implied, or statutory).

14. Term, Termination or Suspension. Unless earlier terminated, these DevTools Terms continue for the Term specified in an Order Form and the Agreement so long as the Dev Products remain compatible with Honeywell Offering(s) requirements. Honeywell may terminate this Agreement immediately upon notice if Buyer breaches its obligations, engages in conduct that infringes Honeywell intellectual property or if Buyer is insolvent, attempts to obtain protection from creditors or winds down operations. Honeywell may without liability immediately suspend the DevTools license without notice if Honeywell determines that Buyer's use of the DevTools is or may be in violation this Agreement, poses a security threat, or Buyer's use of DevTools is likely to cause immediate and ongoing harm to Honeywell or others. During suspension, Buyer will not have access to the DevTools and may be unable to use Buyer Dev Products. Honeywell may terminate these DevTools Terms for any reason upon 90 days written notice to Buyer. Upon termination, suspension or expiration Buyer must immediately discontinue all use of DevTools and Dev Products.

15. IP. Buyers understands and agrees that the IP provisions stated in the GTCs apply: <https://hwll.co/gtcs>. Buyer and Developers shall not remove, modify or obscure any IP notices on the DevTools or in Honeywell documentation or data sheets. Nothing in this Agreement limits Honeywell's right to develop or distribute products, software or technologies, even if competitive with the Dev Products that Buyer may develop related to this Agreement.

16. Confidentiality. Buyer understands and agrees that the confidentiality provisions stated in the GTCs (<https://hwll.co/gtcs>) apply to Confidential Information.

17. Warranty; Disclaimer. EXCEPT AS OTHERWISE INDICATED HEREIN OR IN AN ORDER FORM, THE DEVTOOLS ARE PROVIDED "AS IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. HONEYWELL IS NOT RESPONSIBLE OR LIABLE FOR THE USE OR OUTPUT OF ANY DEVTOOLS OR ANY DEV PRODUCT BY BUYER OR ANY DEVELOPER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HONEYWELL EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. HONEYWELL DOES NOT WARRANT THAT THE DEVTOOLS WILL MEET BUYER REQUIREMENTS, WILL OBTAIN ANY RESULTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

18. Limitation. EXCEPT FOR BREACH OF SECTIONS 4 (LIMITS AND RESTRICTIONS), 5 (LICENCE), 7 (ACCEPTABLE USE), 12 (NO DISTRIBUTION), 15 (IP), 16 (CONFIDENTIALITY), OR FEES PAYABLE, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES OR DATA. The following are Exclusions from any limitation of liability in the Agreement: breach of Sections 5 (license), 7 (acceptable use), 12 (no distribution), 15 (IP), and 16 (CONFIDENTIALITY).

19. Indemnification. In addition to the indemnification provisions provided in the Agreement, Buyer will, at Buyer cost and expense, defend, indemnify and hold harmless Honeywell and Honeywell Affiliates and sub-contractors, and licensors from and against all claims, losses, awards and damages (including attorneys' fees): (a) arising out of claims by third parties that Buyer creation and/or use of the Dev Products infringes, violates or misappropriates any third party intellectual property rights or (b) arising from or related to any breach of the DevTools Terms by Buyer, any Developer or any responsibility of Buyers under the DevTools Terms. Buyer shall have the right to control the defense and/or settlement of each claim and Honeywell shall provide reasonable assistance at Buyer request and expense; provided that Buyer shall not settle any claim without Honeywell prior written consent, not to be unreasonably withheld.

20. Miscellaneous. These DevTools Terms take precedence over any other terms of the Agreement solely in relation to the DevTools, Dev Rights, and Dev Products requirements. Any reference to certain Agreement provisions, or supplemental terms, provided in these DevTools Terms does not impair the enforceability of any other non-referenced provisions of the Agreement.