

## SaaS Terms (LenelS2)

All terms set forth in these SaaS Terms for LenelS2 (the “**SaaS Terms**”) govern the software-as-a-service, online or cloud-based services or feature made available by Honeywell identified in each SaaS Order(s) (“**SaaS Offering**”). References to “**VAR**” and/or “**Subscriber**” all pertain to the licensee of the SaaS Offering. These SaaS Terms, together with any separate agreement VAR may have with Honeywell that specifically references these SaaS Terms (collectively, the “**Agreement**”), set forth the entire agreement between the parties relating to VAR’s license of any SaaS Offering and may only be modified by an authorized representative of each party in a signed writing. These SaaS Terms shall be deemed to be additive to those obligations listed in the Agreement, subject to the order of precedence specified in Section 2 of these SaaS Terms. Capitalized terms not defined herein shall have the meanings set forth in the Agreement or the Terms and Conditions (as defined in the Agreement).

**1. Appointment.** To the extent applicable, and subject to the terms and conditions of the Agreement, Honeywell grants VAR and its authorized employees, contractors, and representatives a non-exclusive, revocable, non-assignable and non-transferrable license to market, promote, offer for resale, resell, administer, support the SaaS Offering (“**Sales and Administrative Activities**”) within the Territory, provided VAR complies with the VAR Obligations as specified in Section 4 herein (the “**Resale License**”) to and for their bona fide end user customers’ commercial systems (each a “**Subscriber**”). Honeywell does not, by these SaaS Terms, license or sell the SaaS Offering itself; rather, Honeywell is making it available for Subscribers to access and use in accordance with the Customer Agreement (defined hereafter). VAR shall not and shall not allow any Subscribers or their respective personnel to, access the SaaS Offering except as expressly permitted in these SaaS Terms. VAR does not have any rights to utilize the SaaS Offering for its own internal or commercial business purposes under these SaaS Terms, unless the VAR is, itself, a Subscriber.

**2. Supplemental Terms; Order of Precedence.** These SaaS Terms modify and supplement the Agreement with respect to the SaaS Offerings. For the avoidance of doubt, the activities authorized in these SaaS Terms are subject to the Agreement, except as expressly modified herein. These SaaS Terms, together with any additional order terms provided by Honeywell, the Honeywell Terms (defined hereafter), the Agreement, any specific SaaS Offering product terms collectively govern the subject matter of these SaaS Terms and the activities contemplated herein. In the event of any conflict between the terms of these SaaS Terms and any other documents, the order of precedence shall be as follows: (i) Section I of the Agreement; (ii) these SaaS Terms, (iii) the Honeywell Terms, (iv) the Terms and Conditions; (v) additional order terms provided by Honeywell and (vi) any document or clause that states its precedence is before other terms of the Agreement for its subject matter. Any purchase orders provided by VAR under these SaaS Terms serve to identify the information referenced in these SaaS Terms and shall not, in themselves, create any commitment binding upon the Parties.

### **3. SaaS Offering Sales Restrictions.**

In addition to any other restrictions or limits set forth in the Agreement, VAR agrees to comply with the following SaaS Offering sales restrictions:

**a. SaaS Offering Country Readiness.** For each SaaS Offering, Honeywell maintains a list of the country or countries, along with approved industry, where Honeywell has made the SaaS Offering generally available for resale by VAR and for use by Subscribers, as may be updated from time to time in Honeywell’s discretion (“**Country Readiness List**”). Honeywell will communicate the most recent version of SaaS Offering Country Readiness List to VAR through an online ordering portal or in the Order Intake Form (defined in Section 5 hereafter). VAR will not: (i) solicit sales in countries not included on the Country Readiness List; (ii) sell to or authorize use or access by any person or entity located in countries not included on the Country Readiness List; (iii) sell to or enable use or access by any person or entity that it knows or should know will resell, access, or use the SaaS Offering in countries not listed on the Country Readiness List. Honeywell has no obligation to provide any SaaS Offerings or related services to Subscribers operating outside those countries listed on the Country Readiness List. Honeywell may terminate or suspend VAR’s rights to access the SaaS Offering to the extent VAR permits use or access that violates the foregoing obligation. VAR will promptly refer to Honeywell all inquiries for sales outside of countries on the Country Readiness List. Honeywell may immediately terminate a SaaS Order (defined in Section 5 hereafter) and suspend or terminate any Subscriber accounts if the SaaS Offering is sold, or deployed by VAR, or accessed

or used by Subscribers located in countries not on the Country Readiness List. Honeywell retains the right to sell the SaaS Offering globally (including through other third parties) to others without any payment or other obligation to VAR.

#### 4. VAR Obligations.

**a. General Responsibilities.** VAR shall promote the SaaS Offerings to its Subscribers, including, without limitation: (i) answering questions; (ii) providing Honeywell-approved marketing collateral to prospective Subscribers; (iii) providing VAR's pricing to Subscribers for the SaaS Offerings; and, (iv) to the extent applicable, providing certain implementation, set up, deployment, training, and other support services as described herein and in Appendix A ("**VAR Services**").

**b. Customer Agreements.** Prior to reselling the SaaS Offering to a Subscriber, VAR shall enter into a written agreement with the Subscriber relating to VAR's resale of the SaaS Offering ("**Customer Agreement**"). VAR shall ensure that the Customer Agreement shall: (a) incorporate by reference (i) the then-current form of the Building Automation SaaS EULA located at [hwl.co/EULA](http://hwl.co/EULA) or such other URL provided by Honeywell as applicable to the SaaS Offering and as identified in the SaaS Order Intake Form, (ii) any other product-specific additional terms that Honeywell may make available from time to time, and (iii) any other terms that Honeywell may deem applicable with regard to the scope and details of the particular SaaS Offering(s) to be deployed on a case-per-case basis, ((i), (ii), and (iii) together, the "**Honeywell Terms**"); (b) specify that to the extent there is any conflict between any of the terms of the Customer Agreement and the Honeywell Terms, the Honeywell Terms shall take precedence and govern all access to and use of the SaaS Offering, except that Honeywell will provide maintenance and support only to VAR (and not Subscribers) and only as provided in Appendix B hereto; and (c) contain the Subscriber's agreement that Subscriber and its Users (defined in Honeywell Terms) shall review, accept, and comply with the Honeywell Terms prior to accessing the SaaS Offering and at all times thereafter. In the event Honeywell updates any of the Honeywell Terms, VAR agrees to pass through the then-current version of the Honeywell Terms to all Subscribers as-is, and VAR shall not make any amendments, alterations, or other changes to the Honeywell Terms without the prior, express, written agreement of Honeywell. VAR shall designate Honeywell as a third-party beneficiary solely as it relates to the enforcement of the Honeywell Terms in the applicable Customer Agreement. To the extent VAR is granted access to the SaaS Offering, whether through VAR's own account, a Subscriber's master account, or otherwise, such access is similarly subject to the Honeywell Terms and VAR agrees to comply with the same.

**c.** VAR shall provide the support obligations, detailed in **Appendix B**; and

**d.** VAR shall handle all billing, collections, and taxes with respect to its resale of the SaaS Offering to VAR's Subscribers, as the case may be, as detailed in section 8 below.

**5. Orders.** Orders for the SaaS Offerings for a Subscriber may be placed online through the relevant SaaS portal, or in Honeywell's sole discretion, via a separate manual purchase order or electronic document identified system. If via a separate, manual purchase order or electronic document, VAR shall: (i) execute and submit to Honeywell a completed registration form, in the form provided to VAR by Honeywell, ("**SaaS Order Intake Form**") and a purchase order for the SaaS Offering; (ii) obtain Honeywell's written acceptance of SaaS Order Intake Form and purchase order, whereby Honeywell's acceptance of such SaaS Order Intake Form and purchase order shall constitute a non-cancellable and binding order from VAR (each, a "**SaaS Order**"); and (iii) execute a Customer Agreement with the Subscriber. The date a Subscriber is first provided access credentials to a SaaS Offering shall be the start date of Subscriber's subscription ("**Order Effective Date**"). Honeywell may in its sole discretion reject a SaaS Order Intake Form, purchase order, or SaaS Order.

**6. No Cancellation or Modification.** Upon Honeywell's acceptance of a SaaS Order, (i) VAR's payment obligation for the SaaS Offering listed in the relevant SaaS Order is non-cancelable, (ii) the SaaS Order is not modifiable, and (iii) the fees paid to Honeywell nonrefundable for the term of the subscription and not subject to set-off.

#### 7. Renewals.

**a. Non-renewal.** If VAR receives a termination notice of a subscription to the SaaS Offering from any Subscriber, VAR shall promptly notify Honeywell of such termination notice. If Honeywell does not receive such notice at least sixty (60) days prior to the relevant commencement or renewal date for the relevant SaaS Order, Honeywell shall invoice VAR for, and VAR shall pay, the fees set out by Honeywell in the invoice. If the Parties elect to renew a SaaS Order, it may be

subject to a fee increase. If Honeywell elects not to renew a SaaS Order, Honeywell will notify VAR and VAR will notify the Subscriber. Except as stated in Section 12.b, SaaS Orders may not be terminated prior to expiration of the Order Term (defined below) and in no event will VAR be entitled to a refund from Honeywell, notwithstanding that a Subscriber stops accessing the SaaS Offering or attempts to terminate the Customer Agreement.

**b. Automatic Renewals for SaaS Orders.** The term of a SaaS Order for the SaaS Offering commences on the Order Effective Date and continues for the duration set forth in the SaaS Order (or, if there is none, for twelve (12) months), unless terminated earlier in accordance with the Agreement (“**Order Term**”). Unless expressly set out in the SaaS Order, upon expiry of the Order Term, the Order Term will continue to renew annually for subsequent 12-month periods (each a subsequent “**Order Term**”) on then-current Honeywell Terms and conditions, unless either Party notifies the other in writing of its intention to terminate such SaaS Order at least sixty (60) days prior to the end of the then-current Order Term. Upon the commencement of each Order Term, VAR (a) shall ensure that Subscriber is aware of the prerequisites of each SaaS Offering provided by Honeywell; (b) shall pay to Honeywell all fees related to the prerequisites if applicable and all Overage Charges incurred by the Subscriber prior to the start of the then current Order Term; and (c) shall acknowledge that the then-current Order Term is subject to the then-current version of the Honeywell Terms.

**c. Trial.** Subject to VAR’s compliance with the Agreement and Subscriber’s compliance with the Honeywell Terms, VAR is permitted to provide the SaaS Offering on a trial basis to VAR’s Subscribers, upon Honeywell’s prior approval in writing, for a limited period of ninety (90) days for a Subscriber (the “**Evaluation**”). The Evaluation is solely intended to enable Subscribers to evaluate the SaaS Offering for their internal use on a trial basis. Additional restrictions may be provided in a SaaS Order or the Agreement. The Evaluation will begin on the day that the Subscriber’s trial account is opened by Honeywell and expires 90 days later. Without limiting any other disclaimers in the Agreement, the Evaluation is provided “AS IS,” without indemnification, support, representation, warranty or other obligation of any kind (express, implied, or statutory). Honeywell may terminate a trial at any time to the extent VAR violates the terms of the Agreement or its Subscriber violates the Honeywell Terms. Upon the Evaluation expiration, Honeywell may immediately terminate the Subscriber’s access to the SaaS Offering, without notice, unless the Subscriber opens a non-trial account through VAR.

**d. Other Renewals.** For any SaaS Offerings that do not automatically renew, VAR acknowledges and agrees that failure to place a renewal SaaS Order may result in termination of access to the SaaS Offering for the relevant Subscriber(s). Honeywell will not be responsible for or liable to VAR or its customers for any lost data or functionality or any other damages which may result from the termination of the SaaS Offerings. VAR is solely responsible for placing any renewal SaaS Orders for the SaaS Offerings in a timely manner.

## **8. Fees and Payment.**

**a. Pricing.** Honeywell will charge VAR a wholesale price (plus any applicable taxes) for the SaaS Offering on the relevant SaaS Order. The pricing will include those charges for usage of the SaaS Offering in excess of the amount allocated in the SaaS Offering subscription and accrued monthly during the term of the subscription (“**Overage Charges**”) for the SaaS Offering. VAR shall determine the fees it will charge Subscribers for such SaaS Offering and will retain the difference between the fee charged to Subscribers and the fee paid to Honeywell. This is the sole consideration VAR will receive for its Sales & Administrative Activities hereunder. Honeywell may change its fees for the SaaS Offering and VAR discounts at any time, in Honeywell’s sole discretion, by updating the pricing listed in its pricing books and providing VAR with notice. Any change in pricing will be applicable to new SaaS Orders and any renewals.

**b. Invoicing & Payment Obligations.** Invoices and payments will be handled in accordance with the terms of the Agreement. VAR shall separately and independently manage invoicing and collection of its fees and any applicable taxes (and remission of such taxes) for the SaaS Offering as to its Subscribers. VAR’s obligation to pay Honeywell for the SaaS Offering shall be independent of its receipt of payment from VAR’s Subscribers. For avoidance of doubt, VAR will not be relieved of its obligation to pay any fees owed to Honeywell where any Subscriber is delinquent on payment or fails to pay VAR. If any Overage Charges are incurred during a Subscriber’s subscription term, Honeywell will invoice VAR such Overage Charges in arrears from when such Overage Charges were incurred. Honeywell reserves the right to reconcile and invoice VAR for Overage Charges incurred during the subscription term at any time during the subscription term, including, without limitation, charging VAR for multiple months of Overage Charges on the last month of the subscription term.

**c. Automatic & Recurring Payments for Trials.** If VAR is granted a trial of a SaaS Offering, VAR will be

automatically charged then current subscription fees at the end of such trial, unless VAR has provided notice of termination in accordance with the Agreement and these SaaS Terms. Otherwise, VAR acknowledges and agrees that Paragraph 7.b applies and that: (i) Invoice(s) to VAR will be automatically generated upon placement of an SaaS Order for SaaS Offerings; and (ii) unless Honeywell has received a written notice of termination prior to the end of trial period, VAR will be invoiced automatically on the last day of the trial period. For avoidance of doubt, VAR is obligated to pay invoices for automatic recurring SaaS Offering where VAR failed to provide a timely notice of termination, and VAR agrees not to contest such invoices.

**d. Remedies for Nonpayment.** In addition to those remedies set forth in the Terms and Conditions and these SaaS Terms, if VAR is delinquent in its payment obligations to Honeywell and fails to cure such delinquency within thirty (30) days' of receiving written notice of such delinquency, Honeywell may revoke or disable access to the SaaS Offering. In such instance, Honeywell will not be liable to VAR, any Subscriber for any damages whatsoever arising out of such action or the termination of their access and use of the SaaS Offering.

## **9. Access to Admin Account.**

Honeywell may provide VAR an administrative account ("**Admin Account**") solely for the provision by VAR of the VAR Services or other services approved by Honeywell, to its Subscribers. VAR shall obtain all required consents, licenses, and permissions from (and provide notices to) Subscribers prior to any such accessing of the Admin Account, data or any other information to provide the VAR Services and other services approved by Honeywell. The terms and conditions of such access and use will be determined strictly between the Subscriber and VAR. At Honeywell's request, VAR shall provide Honeywell with confirmation in writing that VAR has obtained all required consents, licenses, and permissions from (and provided notices to) Subscribers to access and use the Admin Account to provide VAR Services and other services approved by Honeywell. Honeywell or its designee shall have the right, during normal business hours upon reasonable notice, to access, inspect, and audit VAR's compliance with the requirements of this Section, and VAR will furnish all such information, documentation and access to personnel as Honeywell may reasonably request in furtherance thereof. Honeywell has no responsibility or liability (i) for access or use of an Admin Account by VAR, or (ii) for obtaining any consents, licenses or permissions from (or providing any notices to) Subscriber for any such access or use of Admin Account.

## **10. Data.**

VAR retains all ownership or other rights over data that VAR, persons acting on VAR's behalf or Users of the SaaS Offerings input, upload, transfer or make available in relation to, or which is collected from VAR's systems, devices or equipment by, the SaaS Offerings ("**Input Data**"). VAR grants to Honeywell and its Affiliates a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use Input Data to develop, operate, improve and support Honeywell's products, services or offerings. Honeywell may use Input Data for any other purpose provided it is in an anonymized form that does not identify VAR or any data subjects. VAR has sole responsibility for obtaining all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Unless agreed in writing, Honeywell does not archive Input Data for VAR's future use. VAR consents to any transfer of VAR's Input Data outside of its country of origin, except that Personal Data is subject to the Honeywell's Data Processing Agreement . Input Data is VAR's Confidential Information.

## **11. Ownership and Restrictions.**

**a.** Except for the rights expressly granted in these SaaS Terms, Honeywell does not grant, license or transfer to VAR or any other third party any other rights to any of its intellectual property rights, whether by implication, estoppel or otherwise. VAR or Subscribers shall not remove, modify or obscure any intellectual property right notices. SaaS Offerings may include open-source software ("**OSS**") and to the extent required by licenses covering OSS, such licenses may apply to OSS in lieu of the Agreement. If an OSS license requires Honeywell to make an offer to provide source code or related information in connection with that OSS, such offer is hereby made. If required by Honeywell's written contract with them, certain of

Honeywell's licensors are third-party beneficiaries of the Agreement. If VAR provides any improvements, suggestions, information or other feedback concerning the SaaS Offerings ("**Feedback**"), then VAR hereby grants to Honeywell and its designees a worldwide, irrevocable, royalty-free, fully paid-up, sublicensable (through multiple tiers), perpetual right and license to exploit any Feedback for any purpose without restriction or obligation. Feedback will not be considered VAR's Confidential Information or trade secret.

**b.** This Resale License excludes the right for VAR to provide proprietary technologies and services that integrate with the SaaS Offering.

**c.** VAR agrees and acknowledges that these SaaS Terms do not grant any exclusive rights to VAR or to any Subscribers in or to the SaaS Offering. Honeywell expressly reserves the right to contract with others, act on its own, through third parties, or Honeywell Affiliates, to market, promote, sell, support, and enable access and use of the SaaS Offering in any location or territory.

**d.** Honeywell and its Affiliates and licensors own and reserve all right, title and interest, including all intellectual property rights: (i) in and to the SaaS Offering and all derivative works, modifications and improvements of the SaaS; and (ii) in and to know-how and information (excluding Input Data and VAR Specific Data as defined in Honeywell Terms) that is developed by Honeywell or its Affiliates by analyzing Input Data or VAR Specific Data or generated via, or derived from, providing or supporting the SaaS ("**Know-how**"). The operation of the SaaS and Know-how is Honeywell's Confidential Information. Subject to VAR's compliance with the terms and conditions of the Agreement (including acceptable use), Honeywell hereby grants to VAR a limited, non-transferable, non-exclusive, revocable, non-sublicensable right and license to use Know-how solely for its internal business purposes in connection with exercise of SaaS Use Rights.

## **12. Term and Termination**

**a. SaaS Order Survival.** Notwithstanding the foregoing, any SaaS Order entered into or renewed prior to the expiration date or termination date of the Agreement shall survive and remain in full force and effect subject to the terms and conditions of the Agreement.

**b. Termination and Suspension.** In addition to those remedies set forth in the Terms and Conditions and these SaaS Terms, Honeywell may suspend its performance or terminate these SaaS Terms or any SaaS Order upon written notice if Honeywell believes that its performance may violate the law and/or cause a safety or health risk, if VAR is insolvent, there is an adverse change in VAR's creditworthiness or an attempt to obtain protection from creditors or wind down operations, VAR fails to pay any Honeywell undisputed invoices for 3 days after payment due date. Honeywell may, without liability, immediately suspend Subscriber's Use Rights (defined in Honeywell Terms) without notice if Honeywell determines Subscriber or any particular User is or may be in violation of these SaaS Terms (including VAR's failure to pay by due date), pose a security threat, or Subscriber's use of the SaaS Offering is likely to cause immediate and ongoing harm to Honeywell or others. During suspension, the affected Subscriber or a particular User of Subscriber will not have access to the SaaS Offering and may be unable to access Input Data.

**c. Transfer.** In the event of termination of these SaaS Terms, the Agreement, or a Customer Agreement, Honeywell shall retain the right to transfer the Subscriber to another party or de-activate the Subscriber's account in accordance with the then-current Honeywell Terms (the "**Transfer**"). Until such time as Honeywell implements the Transfer, VAR shall remain liable for payment of all sums payable under the SaaS Order for all Subscribers and shall continue to carry out VAR's obligations under these SaaS Terms, the Customer Agreement or the Agreement, and any other agreements between VARs and Subscribers with respect to their use of the SaaS Offering. VAR agrees to use VAR's best efforts to facilitate the Transfer and shall not obstruct or interfere with such process.

**d. Effects of Termination.** Upon termination of these SaaS Terms or the Agreement, VAR shall immediately: (i) stop promoting and reselling the SaaS Offering; (ii) pay all amounts outstanding to Honeywell, which includes all Overage Charges that shall become payable on the effective date of termination and all renewal fees outstanding for the then-current Order Term; (iii) cease accessing the SaaS Offering in relation to any Subscriber who is subject to the Transfer and, once all Subscribers have been subject to Transfer, delete all copies of the SaaS Offering and credentials; and (iv) return or destroy all Honeywell Confidential Information, and an officer of VAR shall certify the same to Honeywell in writing

except for automatically generated backup copies, anonymized data or if maintained for legal purposes. Additionally, VAR is responsible for advising Subscriber that within a reasonable period of time after receipt of Subscriber's request made within 30 days after the effective date of expiry or termination, Honeywell will provide a file of Subscriber's Input Data (defined in Honeywell Terms) in comma separated value (.csv) format along with attachments. Honeywell will have no other obligation to maintain or provide Subscriber its Input Data and will thereafter, unless legally prohibited, delete all Subscriber's Input Data in its systems or otherwise in Honeywell's possession or control. VAR shall further advise Subscribers that the SaaS Offering is not designed to be a sole source for a Subscriber's data retention requirements, and VAR acknowledges, agrees, and shall advise Subscribers that Honeywell does not and will not provide back-up services (except solely in cases where back-up services are expressly provided under the SaaS Offering product terms).

### **13. Limitation of Liability and Indemnity.**

#### **a. Limitation of Liability.**

THIS PROVISION SHALL SUPERSEDE ANY CONFLICTING PROVISION IN THE AGREEMENT, BUT SOLELY WITH RESPECT TO THE SAAS OFFERING AND THE OTHER MATTERS COVERED UNDER THESE SAAS TERMS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE SAAS TERMS OR FOR LICENSEE'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR (a) LOST PROFITS, REVENUES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS; OR (b) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE SAAS OFFERING.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THESE SAAS TERMS OR FOR LICENSEE'S PAYMENT OBLIGATIONS OR FOR EXCLUSIONS (AS DEFINED BELOW), EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SAAS OFFERING WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) THE TOTAL AMOUNTS PAID FOR THE SAAS OFFERING THAT GAVE RISE TO LIABILITY DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. NOTWITHSTANDING THE FOREGOING, HONEYWELL'S LIABILITY UNDER EVALUATION, BETA, OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. THE LIMITATIONS AND EXCLUSIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

"Exclusions" are: (i) a Party's fraud or willful misconduct; (ii) a Party's breach of confidentiality obligations (except regarding Personal Data and as otherwise set forth in the Agreement); (iii) Section 13(b) of these SaaS Terms; (iv) infringement, misappropriation or violation by a Party, its Affiliates or its or their users of the other Party's or its Affiliates' intellectual property rights; or (v) breach by VAR, its Subscribers of any SaaS Offering license, use rights or acceptable use terms. All claims and causes of action must be brought by VAR within 12 months of actual or constructive knowledge of such cause of action.

#### **b. Indemnity.**

This provision shall supersede any conflicting provision in the Agreement, but solely with respect to the SaaS Offering and the other matters covered hereby.

Honeywell will at its expense, defend any third-party claim, suit or proceeding against VAR and sub-contractors, solely to the extent arising out of third-party claims that the SaaS Offering (as provided by Honeywell) in accordance with these SaaS Terms, directly infringes such third party's United States patent or copyright ("**Third-Party IP Claim**"), and Honeywell will pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by Honeywell directly attributable to such Third-Party IP Claim. Honeywell has no indemnification obligations under

this Section to the extent a claim, suit or proceeding arises from: (a) data provided by VAR or Subscribers during its accessing and using the SaaS Offering; (b) Subscriber's use of the outputs of the SaaS Offering; (c) unauthorized use; (d) combining the SaaS Offering with goods, technology or services not supplied by Honeywell; (e) modifications by anyone other than Honeywell; (f) a settlement made by VAR without Honeywell's written consent; (g) VAR's breach of these SaaS Terms; or (h) damages based on a theory of liability other than infringement by the SaaS Offering. If the SaaS Offering is held to infringe or otherwise violate a third party's United States patent or copyright rights, or Honeywell believes it may be infringing or violating, Honeywell may undertake at least one of the following with respect to the allegedly infringing materials at Honeywell's option: (i) procure a license to allow Subscriber's use; (ii) modify the SaaS Offering; or (iii) obtain a license to a reasonable substitute. If none of the foregoing are in Honeywell's opinion commercially reasonable, Honeywell may terminate the relevant SaaS Orders by notice and refund a pro-rata portion of the unexpired portion of any pre-paid fees to VAR without any further liability. If the final judgment assessed against VAR is based on the revenue generated from the license of the SaaS Offering, as opposed to from the sale of the SaaS Offering by Honeywell to VAR (whether alone or in combination with any article or service not furnished by Honeywell), then Honeywell's liability under this indemnity, exclusive of defense costs, shall be limited to a reasonable royalty based on the contract price paid by VAR to Honeywell for the SaaS Offering that gave rise to the claim. This section sets out Honeywell's sole obligation and exclusive liability, and VAR's sole remedy, for any Third-Party IP Claims with respect to the SaaS Offering.

Honeywell's obligations under this Section are contingent upon VAR notifying Honeywell in writing of a Third-Party IP Claim promptly upon becoming aware thereof. Honeywell has the sole right to control the defense and/or settlement of each Third-Party IP Claim and VAR will provide Honeywell reasonable assistance. Any effort by VAR to settle a Third-Party IP Claim without Honeywell's prior written approval will void Honeywell's obligations under this Section. VAR will not do anything that has an adverse impact on such defense and/or settlement.

VAR will, at VAR's expense and at Honeywell's option, defend and indemnify Honeywell and its licensors and service providers from and against any third-party claim, suit or proceeding, and pay any final judgments awarded by a court of competent jurisdiction, or reasonable settlement amounts approved in writing by VAR, arising out of any claim brought against Honeywell by a third party: (a) alleging that VAR or Subscribers, or any of its or their employees, agents or subcontractors, infringes such third party's copyright, patent, trademark or trade secret rights; or (b) arising out of or relating to access or use of the SaaS Offerings by any of VAR or Subscribers, or any of its and their employees, agents and subcontractors.

#### **14. Evidence of Competency and Certification.**

From time to time as Honeywell may request, and at least annually during the Term, VAR shall provide written evidence of VAR's competency and ability to promote the SaaS Offering in the Territory and certify to Honeywell that: (i) VAR has only sold the SaaS Offering that VAR is approved to sell in the Territory in accordance with the Country Readiness List and Industry Readiness List provided by Honeywell; and (ii) VAR has complied with all terms of these SaaS Terms and the Agreement. VAR's failure to provide such evidence and/or certification in a form satisfactory to Honeywell, in Honeywell's sole discretion, may result in (a) the modification of scope of the SaaS Offering; (b) the revocation of permission to resell one or more specific SaaS Offerings; (c) the revocation of one or more individual countries or jurisdictions from Territory, or (d) termination of the Agreement. Any modification or revocation under this section shall not absolve VAR of its prior contractual commitments under these SaaS Terms or the Agreement.

## Appendix A-1 VAR's Responsibilities

### Elements

1	VAR Services	<p>VAR is solely responsible for the deployment of the SaaS Offering at Subscriber's Site including any required set up, installation, integration and/or configuration with any facility, equipment, device, IT system, software, or hardware (the "Initial Set-up").</p> <p>VAR shall strictly follow all technical specifications and initial set-up, configuration, deployment, and implementation-related materials or instructions published or provided by Honeywell.</p> <p>VAR agrees to follow industry-standard security measures and implement best practices for the provision of the VAR Services.</p> <p>Honeywell will have no obligation to provide any Initial Set-Up or similar services. If Honeywell provides written onboarding requirements to VAR, VAR must adhere to Honeywell's requirements relating to onboarding of all Subscribers.</p>
2	Support	The details of VAR's support obligations are set forth in Appendix B.
3	Subscriber Site Readiness	<p>In order to deploy, implement, and maintain the SaaS Offerings at each Site, as conditions precedent, VAR shall certify that each Subscriber Site meets minimum Site readiness requirements as provided by Honeywell ("Site Readiness"). Honeywell is not liable for any delays or impairment of Offering functionality caused by VAR or its Subscriber's failure to provide and maintain Site Readiness, and VAR will remain responsible for all payments and obligations provided in the VAR 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 Subscriber before VAR is able to provide Initial Set-up. Other areas not identified as Pre-Site Connection must be maintained by Subscriber as ongoing Site Readiness responsibilities during the Term. The minimum Site Readiness requirements that VAR shall require its Subscriber to provide include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Pre-Site Connection - As part of a Site assessments, data and documentation on Site architecture, systems, vendors, utilities, assets, and connectivity requirements;</li> <li>• Pre-Site Connection - Site network, port, and secure locations for installation of hardware and software;</li> <li>• Pre-Site Connection - Subscriber IT team access and IT technical information to connect Offerings;</li> <li>• Pre-Site Connection - Approved firewall to deny inbound and restrict outbound access to Subscriber systems;</li> <li>• Pre-Site Connection - Connectivity to the internet with suitable reliability and bandwidth to uplift the projected data rates;</li> <li>• Dedicated Subscriber 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;</li> <li>• Access to all Site assets and systems, and related data, such as utility meters and air handling systems, to enable the SaaS Offerings;</li> </ul>

	<ul style="list-style-type: none"> <li>• 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;</li> <li>• Up to date endpoint protection installed and configured on all servers and workstations;</li> <li>• Maintenance of firewall, servers, operating systems and application patching, backups, and endpoint protection;</li> <li>• Processes for change management, log review, disaster recovery, incident management, patch management, and credential management; and</li> <li>• Monitoring solution shall be in place to detect missing software updates and patches</li> </ul>
--	--

### OnGuard Cloud VAR and/or End-User Customer Responsibilities

1	VAR Services	<p>VAR is solely responsible for installation, integration and/or configuration with any facility, equipment, device, or hardware.</p> <p>VAR shall strictly follow all technical specifications and set-up, configuration, deployment, and implementation-related materials or instructions published or provided by Honeywell for installation, integration and/or configuration with any facility, equipment, device, or hardware</p> <p>VAR agrees to follow industry-standard security measures and implement best practices for the provision of the VAR Services on installation, integration and/or configuration with any facility, equipment, device, or hardware.</p> <p>If Honeywell provides written onboarding requirements to VAR, VAR must adhere to Honeywell's requirements relating to installation, integration and/or configuration with any facility, equipment, device, or hardware.</p>
2	Support	<p>OnGuard Cloud is supported 24 x 7 x 365.</p> <p>See Appendices C.</p>
3	Subscriber Site Readiness	<p>In order to deploy, implement, and maintain the SaaS Offerings at each Site, as conditions precedent, VAR shall certify that each End-User Customer meets minimum Site readiness requirements as provided by Honeywell LeneIS2 ("Site Readiness"). Honeywell is not liable for any delays or impairment of Offering functionality caused by VAR or its Subscriber's failure to provide and maintain Site Readiness, and VAR will remain responsible for all payments and obligations provided in the VAR 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 Subscriber before VAR is able to provide Initial Set-up. Other areas not identified as Pre-Site Connection must be maintained by Subscriber as ongoing Site Readiness responsibilities during the Term. The minimum Site Readiness requirements that VAR shall require its Subscriber to provide include, but are not limited to:</p> <p><b>Business Requirements:</b></p>

	<ul style="list-style-type: none"><li>• VAR to send email to <a href="mailto:orderentry.lenels2@carrier.com">orderentry.lenels2@carrier.com</a> indicating the purchase of OnGuard Cloud, and including the following details in the email: copy of the Opportunity Estimate, Purchase Order matching the prices in the quote, and the Part Number: OGC-PREPAY-ANNUAL. Legal Agreements Signed (VAER Agreement &amp; End-User Customer Terms &amp; Conditions).</li></ul> <p><b>Technical Requirements:</b></p> <ul style="list-style-type: none"><li>• Pre-Site Connection - As part of a Site assessments, data and documentation on Site architecture, systems, vendors, utilities, assets, and connectivity requirements. (Project Scope Document).</li><li>• Pre-Site Connections:<ul style="list-style-type: none"><li>○ End-User Customer Cleans replication and DB data (if this will be an enterprise system).</li><li>○ OnGuard (core) database has been backed up and provided to LenelS2.</li><li>○ Subnet Ranges are set up.</li><li>○ All ports have been opened.</li><li>○ Public IPs have been provided to LenelS2</li><li>○ Firewall / Router has been set up with Firewall Rules provided by LenelS2.</li><li>○ VPN are set up and stable.</li><li>○ Tunnels are set up and stable.</li><li>○ SSO and/or other Identity Providers has been set up.</li><li>○ Integrations and Custom Solutions have been identified.</li><li>○ Web packages are installed on all LNVRs and Milestone applications.</li></ul></li><li>• Dedicated Subscriber team, including a lead project manager, an ICT/IT go to person, a Site expert, and executive sponsor, to ensure all Site Readiness requirements continually are met.</li></ul>
--	--

## Appendix B Support Obligations

This Appendix describes Honeywell's support obligations to VAR in respect to the SaaS Offerings. Capitalized terms shall have the meanings provided herein, in this Exhibit or in the Agreement.

1. **Scope.** The goal of this Appendix is to identify and remedy defects or malfunctions causing the SaaS Offering to fail to perform in accordance with the specifications and documentation ("**Issues**"). Honeywell's support obligations only cover the current released version of the SaaS Offering generally available to users and excludes: (i) any modification, enhancement or addition to the SaaS Offering made by VAR, Subscribers or any third party; (ii) any other issues with the SaaS Offering that are outside the scope of our responsibility; and (iii) customized applications, services or offerings.
2. **Support Obligations for Honeywell SaaS Offerings.** VAR and/or Subscribers shall be responsible to use commercially reasonable efforts to screen and resolve Issues before contacting Honeywell. If VAR cannot resolve an Issue and reasonably diagnose and validate the root cause of Issue(s) are caused by the SaaS Offering, VAR will immediately contact Honeywell. Upon request, VAR will provide all information and documentation Honeywell requires to conduct diligence and evaluate the Issue which may include providing Honeywell access to any related services or systems provided by VAR to Subscriber or its Users in order for Honeywell to address the Issue (to the extent consistent with applicable law). Honeywell will only use the information and documentation VAR provides to Honeywell to verify whether the Issue is solely caused by a defect or problem in the SaaS Offering.

If Honeywell determines that the Issue is not solely caused by a defect or problem in the SaaS Offering, VAR will be informed and provided an explanation, the Issue closed, and Honeywell shall have no further obligation to provide support for the Issue. Further, Honeywell may request a reimbursement from VAR for all reasonable costs incurred with respect to reviewing and rejecting the ticket for such Issue. Honeywell will submit an invoice for such costs and VAR shall pay such invoice in accordance with the payment terms set forth in this Exhibit. If Honeywell determines that the Issue has been properly escalated to Honeywell, Honeywell will use commercial reasonable efforts to resolve the Issue. This section sets out Honeywell's sole obligation and exclusive liability, and VAR's sole remedy, in respect to Honeywell's support obligations of SaaS Offerings.