



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JUNE 4, 2024 - 6:00 PM**

For city information visit www.seabrooktx.gov
For Agenda Center visit www.seabrooktx.gov/agendacenter

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, JUNE 4, 2024 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks. In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. *City Council*

2. PRESENTATIONS

2.1 Mayor Kolupski to present the Mayor's Certificate of Appreciation to thank Rosebud Caradec for her 39 years of service to the City of Seabrook.

2.2 Mayor Kolupski to present the Mayor's Certificate of Appreciation to thank Michele Glaser for her 8 years of service to the City of Seabrook.

2.3 Presentation of a Lifesaving Award to Officer Michael Dyer and Officer Matthew Sterling for the lifesaving efforts they provided on April 8, 2024. *Rolf Nelson, Police Chief*

2.4 Presentation of the post-event report from the Bay Area Houston Ballet and

Theatre season. *Jill Reason*

3. CONSENT AGENDA

3.1 Approve the minutes of the May 21, 2024 City Council Meeting.

3.2 Approve Resolution 2024-12 supporting a No Wake Zone in the Clear Lake area for the Texas Outlaw Challenge.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, SUPPORTING A NO WAKE ZONE IN AND AROUND THE SEABROOK CLEAR LAKE AREA ON JUNE 21, 2024 DURING THE TEXAS OUTLAW CHALLENGE.

4. BID AWARDS

4.1 Consider and take all appropriate action on the bid award of RFP# 2024-04, HVAC Maintenance, to Honeywell and approve an agreement with Honeywell for a term of three (3) years at an amount of \$231,728.37 with two (2) optional year extensions and authorize the City Manager to execute all associated documents.

Kevin Padgett, Public Works Director

5. NEW BUSINESS

5.1 Consider and take all appropriate action on an Interlocal Agreement for Sharing Computer-Aided Dispatch Data with TxDOT at no cost to the City of Seabrook *Rolf Nelson, Police Chief*

5.2 Consider and take all appropriate action on the approval of a proposal and Client Services Agreement (CSA) with Utility Associates, Inc. for police body-worn, in-car, and jail camera equipment and support for \$350,000.00 over a five (5) year agreement term with a \$140,000.00 initial one-time fee in the first year from the Crime District Fund (Fund 50) and authorize the City Manager to execute all necessary documents. *Rolf Nelson, Police Chief*

5.3 Consider and take all appropriate action on the approval of funding signage for the hotels and motels through the Hotel Occupancy Tax (HOT) funds for marketing hotel and motel uses on or near SH 146 through the Texas Department of Transportation (TXDOT) logo sign program with Lone Star Logos under "Lodging" designation in an amount not to exceed \$33,600 in the first year as an eligible expenditure to pay for advertising that attract visitors.

6. ROUTINE BUSINESS

6.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, Port of Houston Rail Spur, City of Seabrook CIP Projects, Economic Development Updates, and City of Seabrook Grant

Administration.

6.2 Establish future meeting dates and agenda items.

7. EXECUTIVE SESSION

7.1 Section 551.074

Conduct a closed executive session to deliberate the evaluation and duties of the City Manager. *Thom Kolupski, Mayor of Seabrook*

8. OPEN SESSION

Council will reconvene in Open Session to allow for possible action on any of the agenda items listed above under "Closed Executive Session".

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5663 OR CITYSEC@SEABROOKTX.GOV FOR FURTHER INFORMATION.

I certify that this notice was posted on the bulletin board on or before Friday, May 31, 2024, no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Amanda Morales, Deputy City Secretary



City of Seabrook

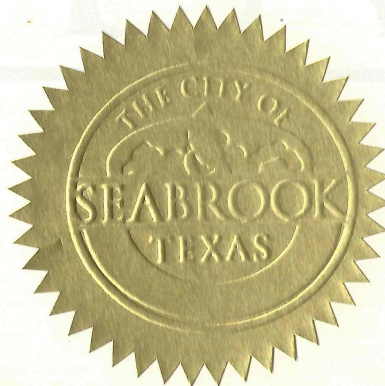
Office of the Mayor

Certificate of Recognition

I, Thom Kolupski, Mayor of the City of Seabrook, do recognize

ROSEBUD CARADEC

In honor of her exemplary years of service to the City



*In Witness Whereof, I have hereunto set my hand
and caused the seal of the City of Seabrook
to be affixed this 4th day of June, in the year 2024*

Thom Kolupski, Mayor

City of Seabrook

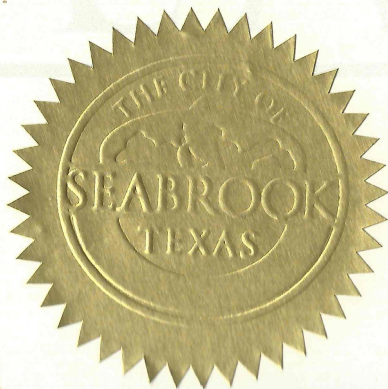
Office of the Mayor

Certificate of Recognition

I, Thom Kolupski, Mayor of the City of Seabrook, do recognize

MICHELE GLASER

In honor of her exemplary years of service to the City



*In Witness Whereof, I have hereunto set my hand
and caused the seal of the City of Seabrook
to be affixed this 4th day of June, in the year 2024*

Thom Kolupski, Mayor

BAHBT

BAY AREA HOUSTON BALLET & THEATRE

Our Mission

Bay Area Houston Ballet & Theatre's mission is to inspire cultural appreciation through the performing arts.

Our Commitments

Bay Area Houston Ballet & Theatre's commitments are to nurture the region's aspiring performers to their full potential and to expand our diverse communities' awareness of the performing arts through our exhilarating performances, educational programs, collaborative projects and interactive experiences.



BAHBT

BAY AREA HOUSTON BALLET & THEATRE
NELSON MADRIGAL | ARTISTIC DIRECTOR

Celebrate 48!

1976-2024

CINDERELLA

October 13-15, 2023

THE NUTCRACKER

December 1-17, 2023

**BAHBT SHOWCASE
& DIVERTISSEMENT OF
LA BAYADÈRE**

April 5-7, 2024

All performances at
UHCL Bayou Theater

BAHBT.ORG

23/24 SEASON

RHONDA FLOYD PHOTOGRAPHY

Ουρ Χελεβρατε 48!

Σεασον

4 Productions

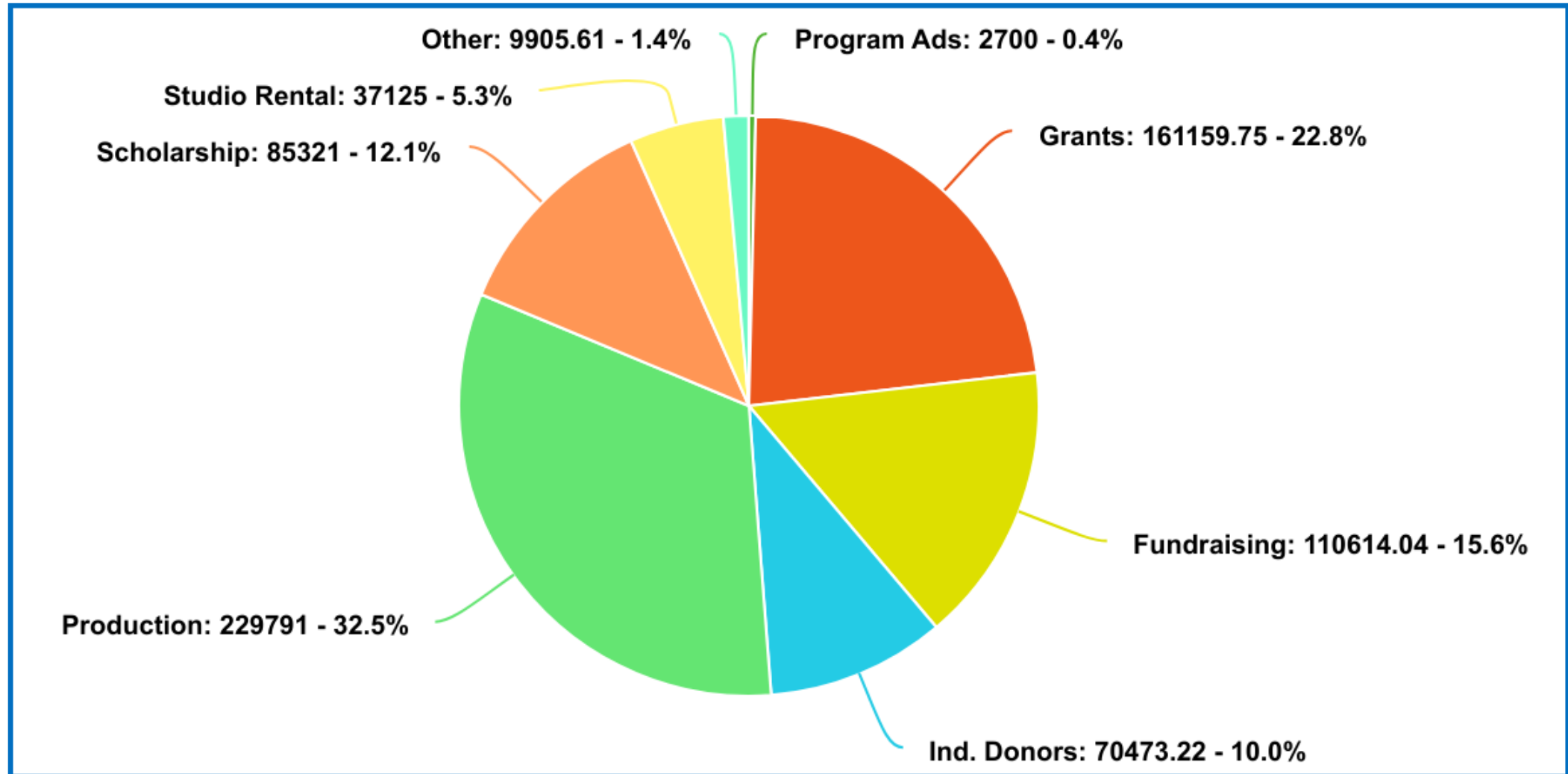
*Cinderella, The Nutcracker, The Best of BAHBT-La
Bayadere*

26 Full Stage Productions

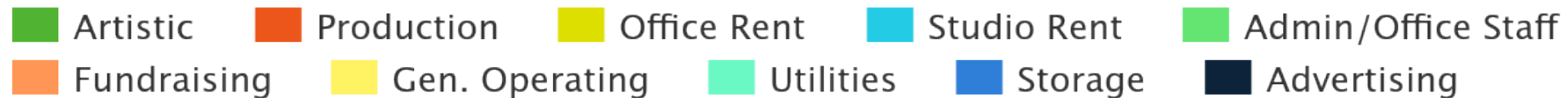
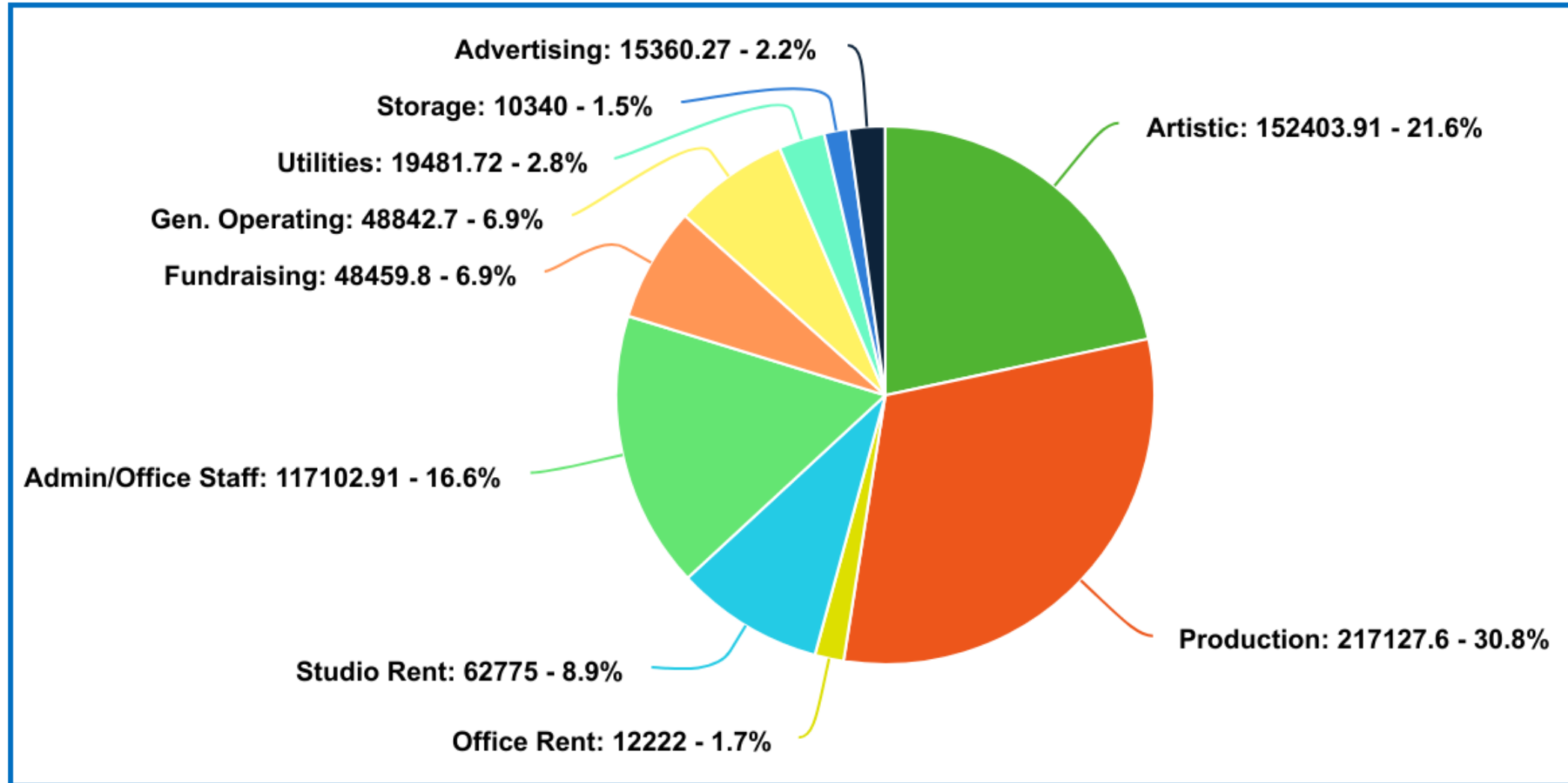
32 Community Appearances

12,000+ Audience Attendance

INCOME



EXPENSES



Cinderella

BAHBT

BAY AREA HOUSTON BALLET & THEATRE
NELSON MADRIGAL | ARTISTIC DIRECTOR

October 13-15, 2023
UHCL BAYOU THEATER



BAHBT.ORG

ASHKAN IMAGE

Four Shows
1684 Tickets
sold

18 shows

6 shows for Students to
attend at the theatre

2,982 attended

*(*1,760 of those were Title
One Schools)*

12 Public Shows

5,688 attended

Total – 8,670





4 Shows

1,064
Tickets
sold



Outreach

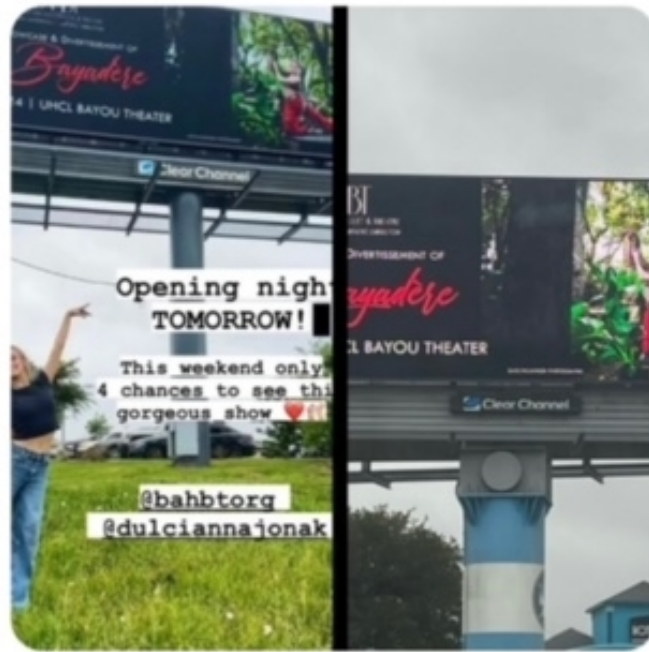
32 public appearances

Ballet in the Schools program









Advertising
Billboards – 5 per year (one month each)



Standing billboard on Hwy 3
Five digital billboards around town

Social Media Statistics

SOCIAL MEDIA STATISTICS FOR BAY AREA HOUSTON BALLET & THEATRE						
Oct 1 , 2023 - May 1,2024						
	Followers	Visits	Shares	Impressions	Likes	Posts to date
FACEBOOK	3,613/609	7.8K	847		28,436	3003
INSTAGRAM POSTS	1,739	9.2K	908	182,130	24,341	2,068
INSTAGRAM STORIES/REELS		106K	468	58,977	974	997
YOUTUBE	263					24


bahbtorg



[View insights](#)
[Boost post](#)







Liked by **jillreason** and **56 others**

bahbtorg Special thanks to The City of Seabrook and their generous support for our 2018-19 Deep Roots, New Branches season! ❤️! #bahbt... more


bahbtorg



SEABROOK
State of the City
March 3, 2022
11:30am to 1:30pm
LAKEWOOD YACHT CLUB
2322 Lakewood Yacht Club Drive, Seabrook, TX

[View insights](#)
[Boost post](#)







Liked by **jillreason** and **24 others**

bahbtorg Thank you to Mayor Thom Kolupski and the entire City of Seabrook team for the Seabrook State of the City today. Exciting... more

kimberly4evr21 ❤️


bahbtorg



[View insights](#)
[Boost post](#)







Liked by **jillreason** and **54 others**

bahbtorg Join us today at @celebrationseabrook! Live music, food and tons of fun! Thanks Seabrook for the... more



TICKETS

Season Sponsor

Donate Now

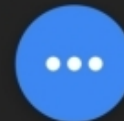
Plan Your Stay

Guest Reviews

Weather Policy

2022-2023 Season Partner

HOUSTON
Methodist
CLEAR LAKE HOSPITAL





BAY AREA HOUSTON BALLET & THEATRE

NELSON MADRIGAL | ARTISTIC DIRECTOR



TICKETS

Seabrook

Hampton Inn Houston NASA Johnson Space Center

3000 Nasa Road One | Seabrook, Texas 77586
281.532.9200

[Book Now](#)

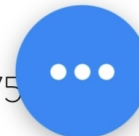
Quality Inn & Suites Seabrook

2720 Nasa Parkway | Seabrook, Texas 77586
281.326.7200

[Book Now](#)

SpringHill Suites by Marriott Houston NASA/Seabrook

2120 NASA Parkway | Seabrook, Texas 77586
281.474.3456



To assist our organization in its reporting and meeting the requirements of its various federal, state and city grants, please complete this brief survey. You will receive a voucher for \$5 off our next production!

1. Which best describes your age group?

☐ Under 18 ☐ 18-45 ☐ 45-65 ☐ over 65

1. Your gender please:

☐ Female ☐ Male

1. Your ethnicity please. (This is very important in our grant reporting)

☐ African American

☐ Asian or Asian American

☐ White/Caucasian

☐ Hispanic or Hispanic American

☐ Native American

☐ Multicultural or mixed ethnicities

1. Do you have a legal disability?

☐ Yes ☐ No

1. Your ZIP code please:

2. Did you travel more than 50 miles to attend? If so, did you stay at an area hotel? Which one?

Results....

*37% of surveys were returned

Which best describes your age group?

4,816- Under 18 851-18-45 757- 45-65 783-over 65

Your gender please:

2,905- Female 1,320- Male

Your ethnicity please. (This is very important in our grant reporting)

49- African American

278- Asian or Asian American

1,988- White/Caucasian

1863- Hispanic or Hispanic American

1- Native American

46- Multicultural or mixed ethnicities

Do you have a legal disability?

16- Yes 4,209-No

Your ZIP code please:

77586 - 753

Did you travel more than 50 miles to attend? If so, did you stay at an area hotel? Which one?

Hampton Inn - 3 Quality Inn- 4 Spring Hill Suites – 2 Holiday Inn - 6



"We have attended The
Nutcracker for the last 10
years!"
– Theresa Rusk

"We've come every year
for the 6 years to see The
Nutcracker!"
– Kevin Helmer

"We've been coming to
The Nutcracker for 12
years now.
Cannot start the
holiday season until
we attend the
performance.
Love it!!"
– Veronica Simpson





*“We cannot tell you how pleased with
were with the dancers that donated
their time and energy on Friday to
support our mission! It was more than I
could have hoped for! The room
became electric when they were on the
stage and everyone loved the
performances! We are forever grateful
for these young ladies!”*

Jennifer Keefe
Sr. Event Director
American Heart Association



"We saw this production twice when my daughter was in Girl Scouts. It has been 3 years and we wanted to see it again. The production at U of H is the same quality you would see at Jones Hall, only you get to see everything up close!"
– Michelle Bailey



"Attended two years ago
with my children and
they asked to come back
this year."
– Dr. Denise Johnson
Vaught,

“As Clear Lake Area Chamber of Commerce President/CEO, I have worked with the with Bay Area Houston Ballet & Theatre for several years to help cultivate their vision to enhance cultural awareness though performing arts and develop aspiring performers. Bay Area Houston Ballet & Theatre represents a vital role in our community by providing professional, artistic productions to all ages for over 48 years. The dancing is equivalent to many large ballet companies, and this is because of their incredible artistic staff that is well known in the ballet world. This performing arts experience will be unforgettable for those being exposed to the art of dance and specifically ballet for the first time as well as invaluable to their futures and our community.”

Cindy DeWease,
President|CEO Clear Lake Area Chamber of Commerce



“This is one of the most amazing organizations I have seen and been involved with. BAHB&T for almost 50 years continues to bring the Arts to the Houston area! A huge fan of ballet after seeing BAHB&T’s The Nutcracker. Fantastic! The talent, costumes and stage sets for all the shows are very professionally done. And if you have not been to the breakfast to see Mother Ginger you are missing out! Bravo to BAHB&T!”

M Demasi



BAHBT has been an institution of the arts in our area for almost 50 years. Beautiful dancers and a staff of volunteers bring professional-level ballet and musical theater performances outside the loop!!

Ken Ballard



"My daughter and I have attended BAHT's Nutcracker for 21 years. Now, we have included my granddaughter and sister in the tradition. We love and look forward to BAHT's Nutcracker Production each year!!!!"
– Jeanna Adams





**“WHAT AN INCREDIBLE WEEKEND OF
PERFORMANCES!**

**A MONTAGE DISPLAY OF DIVERSITY,
DISPLAYING MODERN, POP, TRADITIONAL
AND HISTORICAL CULTURES, ALL BECAUSE
THESE STUDENTS HAVE PASSION, FOCUS,
DISCIPLINE, DETERMINATION AND TALENT.
HOW BLESSED WE ARE TO HAVE IT ALL
RIGHT HERE IN THE BAY AREA HOUSTON
BALLET & THEATRE 🎭”**



" I saw this as a child at
UHCL and now I am
bringing my daughter for
the first time.
– Emily Farha,



Ωε τηανκ ψου φορ ψουρ
παρτνερσηιπ ανδ συππορτ οφ τηε
αρτσ.

BAHBT

BAY AREA HOUSTON BALLET & THEATRE

NELSON MADRIGAL | ARTISTIC DIRECTOR

49th SEASON



24 | 25

***Beauty and the Beast:
The Musical***

9.27.2024 - 10.6.2024

The Nutcracker

12.6.2025 - 12.22.2024

The Best of BAHBT

4.6.2025 - 4.8.2025

performances at
UHCL Bayou Theater

BAHBT.ORG

ARTISTIC PIXELS PHOTOGRAPHY

3. CONSENT AGENDA

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

3.1 **Approve the minutes of the May 7, 2024 City Council meeting.**

3.2 **Approve the quarterly investment report for the period of January 2024 through March 2024.**

4. NEW BUSINESS

4.1 **Consider and take all appropriate action on Resolution 2024-13, CenterPoint Rate Change Denial.**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed unanimously by all present

4.2 **Consider and take all appropriate action on the acceptance and approval of the Comprehensive Annual Financial Report and Audit Report for fiscal year 2022-2023, conducted by Belt Harris Pechacek, LLLP.**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

4.3 **Consider and take all appropriate action on the appointment of a Mayor Pro Tem for a one-year term for 2024/2025. *City Council***

Councilmember Giangrosso nominated Buddy Hammann for appointment as Mayor Pro Tem.

Councilmember Rasco nominated Joe Machol for appointment as Mayor Pro Tem.

The following Councilmembers voted in favor of Buddy Hammann:

- Mayor Kolupski
- Councilmember Hefner
- Councilmember Tollett
- Councilmember Giangrosso

The following Councilmembers voted in favor of Joe Machol:

- Councilmember Rasco

The Mayor announced Councilmember Buddy Hammann as Mayor Pro Tem.

- 4.4 Consider and approve upon the first reading of Ordinance 2024-13, a budget amendment in the amount of \$1,825.00, for fiscal year ending September 30, 2023.**

This item was considered prior to Item 2.1, Presentations.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

- 4.5 Consider and approve upon the first reading of Ordinance 2024-14, a budget amendment for fiscal year ending September 30, 2024, in the amount of \$5,000.00, to fund the Carothers Garden Community Partnership Agreement.**

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

5. OLD BUSINESS

- 5.1 Consider and take all appropriate action on the cost estimate of the 502 Pine Gully, Carothers Guest House (Casita) to bring the restroom into ADA compliance for public use.**

Presentation by Brian Craig and Gayle Cook

Councilmember Rasco made a Motion to Deny.

Motion died due to lack of a second.

Motion:	To Table (Postpone)
Made By:	At-Large Position 6 Machol
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

6. ROUTINE BUSINESS

- 6.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, Port of Houston Rail Spur, City of Seabrook CIP Projects, Economic Development Updates, and City of Seabrook Grant Administration.**

City Manager Gayle Cook presented the report. *See Attachment B.*

- 6.2 Establish future meeting dates and agenda items.**

Deputy City Secretary Amanda Morales informed Council the next regular City Council meeting was scheduled for June 4, 2024 at 6:00 p.m. and a Special City Council Meeting is scheduled for June 11, 2024 at 6:00 p.m.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

The meeting was adjourned at 6:52 p.m.

APPROVED:

Thomas G. Kolupski
Mayor

DATE: _____

ATTEST:

Rachel Lewis, TRMC
City Secretary

RESOLUTION 2024-12

**AREOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS,
SUPPORTING A NO WAKE ZONE IN AND AROUND THE SEABROOK CLEAR LAKE
AREA ON JUNE 21, 2024 DURING THE TEXAS OUTLAW CHALLENGE**

WHEREAS, the Texas Outlaw Challenge event will hold their 17th Annual Shootout on Clear Lake from June 19, 2024 to June 23, 2024; and

WHEREAS, on Friday June 21, 2024, the primary event from 8:00AM to NOON will hold the Outlaw Shootout radar/GPS runs within a buoyed course; and

WHEREAS, to provide for the safest and most successful Outlaw Shootout, Challenge organizers are requesting that the communities around Clear Lake support a no wake zone on Clear Lake during the duration of the Friday June 21, 2024, 8:00 AM to NOON event; and

WHEREAS, as a Hotel Occupancy Tax Sponsor of the event, and with the utmost concern for boating safety on Clear Lake, the City Council supports the no wake zone during the duration of the event activity on June 21, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

That the City of Seabrook supports a No Wake Zone in and around Clear Lake on June 21, 2024.

Passed and approved this 4th day of June, 2024.

CITY OF SEABROOK, TEXAS

Tom Kolupski, Mayor

ATTEST:

Rachel Lewis, City Secretary



Agenda Briefing

Date of Meeting: June 4, 2024

Responsible Department: Public Works

Presenter: Kevin Padgett, Public Works Director

Briefing Prepared By: Kevin Padgett

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the bid award of RFP# 2024-04, HVAC Maintenance, to Honeywell and approve an agreement with Honeywell for a term of three (3) years at an amount of \$231,728.37 with two (2) optional year extensions and authorize the City Manager to execute all associated documents.

Executive Summary / Background:

The City's previous HVAC service agreement is expiring and a maintenance agreement was sought through RFP as Sealed Bid Project #2024-04.

Funding / Fiscal Information:

Shared over multiple accounts, first year \$102,075.86. (Agreements)

Supporting Materials Attached:

1. Service Agreement
2. Terms & Conditions
3. Bid Tabulation Sheet

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Recommendation to approve HVAC maintenance agreement with Honeywell.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: 05/29/2024

Proposal Number: 2104696

Agreement Number: TBD

(HONEYWELL)
Honeywell Building Automation
2101 CityWest Blvd
Houston, TX 770421

(CUSTOMER)
City of Seabrook
1700 First Street
Seabrook, TX 77586

Service Location Name: City Hall, Public Works and Animal Control Complex, Fire Station 1, Community House, and Pine Gully Waste Water Treatment Plant

Service Location Address: 1700 First Street, 1100 Red Bluff Rd, 1850 Meyer, Seabrook, TX 77586

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

☒ Preferred Automation Maintenance Services	☒ Air Filter Services
☒ Preferred Mechanical Maintenance Services	☒ Water Treatment Services

Contract Term: Three (3) years from the Effective Date

Customer____ Honeywell____
(INITIALS)

Contract Effective Date: June 4, 2024

Price for first year: One hundred two thousand seventy-five dollars and eighty-six cents, (\$102,075.86)

Payment Terms: Annual in advance

☐ Sales Tax will be invoiced separately

☐ Use Tax is included in the Price

☒ This sale is tax exempt

Renewal: The Contract Term will not automatically renew, but may be renewed in writing for two (2) additional one (1) year terms with the mutual consent of both parties, at least sixty (60) days prior to the expiration of the then current Contract.

Submitted by HBA: (signature) _____
Name: _____
Title: _____
Date: _____

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:
HONEYWELL INTERNATIONAL INC., through
its Honeywell Building Automation business unit

Customer's Name

Signature: _____
By: _____
Name: _____
Title: _____
Date: _____

Signature: _____
By: _____
Name: _____
Title: _____
Date: _____

Multi-Year Pricing

<u>Year</u>	<u>Annual Pricing</u>
Year 1	\$102,075.87
Year 2	\$129,652.53
Year 3	\$138,079.92

Preferred Automation Maintenance Services

1.1 Scope - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment:

Quantity	Description	Model Number	Location
19	Schneider Electric	MNB-300	Mechanical Room
1	Schneider Electric	MNB-1000	Mechanical Room
1	Schneider Electric	UNC-520	Mechanical Room
1	Vykno	JACE-601	Mechanical Room
24	Thermostats		Various

List of Covered Software:

Drawing number(s) and date(s) (if applicable)				
Quantity	Software Product Number	Version	Product Description	Location
1		N4.3	Honeywell Tridium Software	Mechanical Room
			LG AC Smart Touch Panel	IDF Room
			WattMaster	IDF Room

1.2 Coverage - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

1.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☒ **Continuous Emergency Service:**

- ☐ 24 hours per day, seven days per week, federal holidays included
Extended Hours Emergency Service:
 12 hours per day, five days per week, federal holidays excluded.
 Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ **Regular Business Hours Emergency Service:**
 8.5 hours per day, five days per week, federal holidays excluded.
 Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

☐ **1.6 Operator Training Support** - To provide for the proper ongoing operation and improving application of the building management system by CUSTOMER personnel, HONEYWELL personnel will conduct hours of on-site training dedicated to operating and/or programming issues mutually pre-determined by CUSTOMER and HONEYWELL.

Tuition for person(s) to attend scheduled training session(s) on system operation and programming at HONEYWELL'S Building Solutions Training Center has been included hereunder. Cost of travel and/or accommodations is not included and shall be CUSTOMER'S sole responsibility.

1.7 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.8 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Preferred Mechanical Maintenance Services

1.1 Scope - HONEYWELL will maintain the mechanical systems, components, and hardware listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
OUTDOOR EQUIPMENT			
1	Cooling Tower	EVAPCO A1WB93H82	Behind City Hall, parking lot
1	VFD	Yaskawa E7NVB011623	
INDOOR EQUIPMENT			
2	Condenser Water Pumps	Weg-Nema 00718ET3E213TC	Mechanical Room
1	Ductless Split-Fan Coil	Mitsubishi MUY-A17NA	Mechanical Room
1	Gas Water Boiler	Raypak H3-0514A-EECRDAA9510126674	Mechanical Room
1	Water Source Heat Pump #1A	Florida HP EC049-4VTN	Mechanical Room
1	Water Source Heat Pump #1B	Florida HP EC096-4VTN	Mechanical Room
1	Water Source Heat Pump #2	Florida HP EC061-4VTN	Mechanical Room
1	Water Source Heat Pump #3	Florida HP EC018-4CFN	Mechanical Room
1	Water Source Heat Pump #4	Florida HP EC072-4VTN	Mechanical Room
1	Water Source Heat Pump #5	Florida HP EC024-4CFN	Mechanical Room
1	Water Source Heat Pump #6	Florida HP EC035-4CFN	Mechanical Room
1	Water Source Heat Pump #7	Florida HP EC030-4CFN	Mechanical Room
1	Water Source Heat Pump #8	Florida HP EC024-4CFN	Mechanical Room
1	Water Source Heat Pump #9	Florida HP EC024-4CFN	Mechanical Room
1	Water Source Heat Pump #10	Florida HP EC030-4CFN	Mechanical Room
1	Water Source Heat Pump #11	Florida HP EC096-4VTN	Mechanical Room
1	Water Source Heat Pump #12	Florida HP EC072-4VTN	Mechanical Room
1	Water Source Heat Pump #13	Florida HP EC061-4VTN	Mechanical Room
1	Water Source Heat Pump #14	Florida HP EC072-4VTN	Mechanical Room
1	Water Source Heat Pump #15	Florida HP EC015-2VTN	Mechanical Room
1	Water Source Heat Pump OAT-1	Florida HP EC061-4VTN	Mechanical Room
1	Water Source Heat Pump OAT-2	Florida HP EC071-4VTN	Mechanical Room
1	Water Source Heat Pump OAT-3	Florida HP EC035-4VTN	Mechanical Room
Public Works and Animal Control			
OUTDOOR EQUIPMENT			
1	CU-1	PURY-P144YSLMU-A	MAIN 1
3	OACU-1,CU-2,OACU-2	PURY-P120TXMU-A	OAHU-1,MAIN2, ANIMAL
3	ACCU-1, 1A, 1B	PUY-A12NHA4	ACCU-1,1A,1B
1	CU-1B	PUHY-P72YLMU-A	BLDG B
1	CU-1A	PUZ-A36NHA4	BLDG A
INDOOR EQUIPMENT			
1	FCU 1-1	PEFY-P18NMAU-E3	MAIN 1 OFFICES
5	FCU 1-2, 1-3, 1-4, 2-2, 2-3	PEFY-P24NMAU-E3	MAIN 1 & 2 OFFICES
1	FCU 1-5	PLFY-P18NBMU-ER2	MAIN 1 BREAK ROOM

1	FCU 1-6	PLFY-P15NBMU-ER2	MAIN 1 CONFERENCE
3	FCU 1-7, 2-1, 2-4	PEFY-P36NMAU-E3	MAIN 1 LOBBY, MAIN 2 OFFICES
2	OAHU-1 & 2	PEFY-AF1200CFMR	MAIN 1 OFFICES, ANIMAL
3	ACCU-1, 1A, 1B	PKA-A12HA4	MDF/IDF ROOMS
3	FCU 1-1B, 1-2B, 1-3B	PEFY-P27NMAU-E3	BLDG B OFFICES
1	FCU 1-1A	PEAD-A36AA4	BLDG A
2	ERV 1 & 2	LGH-F470RX5-E	
1	BC-1	CMB-P1008NU-HA1	MAIN 1
	BC-2	CMB-P108NU-GA	MAIN 2
2	BC-3 & 4	CMB-P106NU-G	OAHU-1 & ANIMAL
	Firehouse 1		
1	Unit -1	Carrier 38AUDB16A0PSA04OCO	Fire Station
1	AHU-1	Carrier 40RUAA16T2A5	Fire Station
1	Unit-2	Carrier 38AUDB12 A0PSA04OCO	Fire Station
1	AHU-2	Carrier 40RUAA12T1A5OA1AO	Fire Station
1	Unit-3	Carrier 38AUZE08AOP5BOAOCO	Fire Station
1	AHU-3	Carrier 40RUAA08T1A5OA1AO	Fire Station
1	Daikin 2-ton mini split system		Electrical room
1	Carrier ¾-ton mini split system		IT Closet
1	Daikin 4MXS-N Series multi split system		Dorm Rooms
	Community House		
2	AHU 1 & 2	Trane TTA120A300FA	Behind Community House
2	Internal AHUs		
2	Thermostats		
	Pine Gully Waste Water Treatment Plant		
1	FCU-1	Carrier	
1	FCU-2	Carrier	
1	FCU-4	Mitsubishi PKA-A12HAPUYA12NHA3	
2	EF-1, EF-2	Cook Gemini	Restrooms
3	EF-3 thru EF-6	Greenheck SE2	Canopy
1	EF-7	Greenheck RCE3	Belt Press

1.2 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CUSTOMER.

1.3 Component Replacements - HONEYWELL will maintain CUSTOMER'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CUSTOMER'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☒ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- ☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.6 Honeywell Service Portal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Air Filter Services

- 1.1 Scope** - HONEYWELL will furnish and install air filters appropriate for the design condition of CUSTOMER'S ventilation systems. Media for the fan system units listed in this section will be replaced according to the following schedule:

List of Covered Equipment:

Fan System Unit	Quantity	Size	Type	Changes per year (1,2,4,6, or 12)
Fire Station 1				
	9	16x20x2	2" Surface Pleated	4
	8	16x24x2	2" Surface Pleated	4
Community House				
AHU 1 & 2	8	16x25x1	1" Surface Pleated	4

- 1.2 Coverage** - It is understood that the air filter media replacement services apply only to the fan system units listed in Article 1.1 above. If this Agreement is terminated, HONEYWELL will remove any HONEYWELL-supplied frames from the facility, or offer CUSTOMER the opportunity to purchase them at the current market value.
- 1.3 Frequency of Air Filter Media Replacement** - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems listed in Article 1.1 above, the frequency will be changed, and the Agreement amended to reflect the new media change frequency. The Agreement price will be adjusted to account for the revised media change frequency.
- 1.4 Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

TERMS AND CONDITIONS

These Honeywell Terms and Conditions are effective as of April 1, 2024 ("Effective Date") and supersede all prior versions covering Services provided by Honeywell International Inc., a Delaware corporation, through its Honeywell Building Solutions group ("Honeywell"). References to "**Customer**" or "**Company**" or "**Buyer**" all pertain to the purchaser of the Services. Each party is sometimes also referred to as "**Party**", and collectively as the "**Parties**." These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "**Agreement**") set forth the entire agreement between the Parties relating to your purchase of Honeywell Services. The Agreement may only be modified by an authorized representative of each party in a signed writing. This Agreement begins on the Effective Date and remains in full force and effect for 36 months (the "**Term**") unless terminates earlier or extended in accordance with this Agreement.

1. DEFINITIONS. Distributor represents and warrants that it will, at all times during the Term of this Agreement, comply with the following:

- a. "**Agreement**" means [these General Terms and Conditions, along with all SOWs, schedules, proposals, exhibits, links and addenda that the Parties agree to incorporate into these General Terms and Conditions and the order quantities and shipping locations for specific Offerings set forth in any Purchase Orders issued hereunder, as amended or modified from time to time]. [Note: Definitions will vary per agreement and contacting method.]
- b. "**Honeywell**" means Honeywell International Inc., and any Affiliate(s) of Honeywell International Inc., to the extent entering into this Agreement.
- c. "**Buyer**" means, collectively, the entity(ies) executing or assenting to this Agreement other than Honeywell.
- d. "**Documentation**" means any documentation (including any technical or legal requirements) specifically provided with an Offering (or otherwise specifically referenced in this Agreement or any Purchase Order), but excluding marketing materials, customer correspondence and similar collateral.
- e. "**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.
- f. "**Services**" are the services and/or maintenance and support obligations to be provided by Honeywell, as specified in this Agreement, the associated Purchase Order(s) and/or statement(s) of work, as it may be amended or modified in accordance with the terms of this Agreement ("SOW") and may include the supply of Products and Software. Services are an Offering under this Agreement. To the extent accepted by Honeywell, each SOW and/or Purchase Order will include details as to the scope of Services, deliverables or reports ("Deliverables"), as well as the specifications, schedule, requirements and Fees, and these will form part of this Agreement.
- g. "**Fees**" means the amounts payable by Buyer to Honeywell under the terms of this Agreement or any applicable Purchase Order.
- h. "**Offering(s)**" are the software, software-as-a-service, hardware, products, services, deliverables, support services and/or other offering(s) or related materials or rights for which Buyer has contracted and are identified in any Purchase Order issued under this Agreement.
- i. "**Purchase Order**" is a written order from Buyer and accepted by Honeywell for the purchase, use and/or licensing of Offerings, as contemplated by this Agreement. For the avoidance of doubt, references to any Purchase Order shall not include any Terms and Conditions from Buyer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.
- j. "**Parties**" means Honeywell and Buyer and "**Party**" means either, individually.
- k. "**Effective Date**" means the date listed as the effective date in this Agreement, or if no such date is listed, the date this Agreement is entered into by the last of the Parties to do so.

2. Legal Advice Disclaimer. Buyer acknowledges and agrees that Honeywell does not and shall not provide Buyer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Buyer uses the Offering, including those related to data privacy or medical, pharmaceutical or health related data. Buyer acknowledges that the Offering has functionality that may be used in ways that do and do not comply with such laws, rules or regulations. It is Buyer's sole responsibility to monitor its (including its users') compliance with all such relevant laws, rules or regulations. Buyer is solely responsible for such Buyer-specific use decisions and Honeywell and its Affiliates disclaim all liability for such decisions.

- 3. Enforceability Waiver.** If any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of this Agreement will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted.
- 4. Monthly Progress Payments.** Honeywell will invoice at least monthly for all delivered materials (or stored, if Buyer is responsible for transportation and has failed to do so by the agreed pick-up date) and for all installation, labor, and services performed, both on and off the job site, less retainage. Determination of the progress completed shall be at Honeywell's sole discretion.
- 5. Suspension of Work.** If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) calendar days after submission of a Honeywell invoice, Honeywell may suspend work until Buyer provides a remedy.
- 6. Buyer Purchase Orders.** Buyer shall have access to, maintain access, and use Honeywell's specified Electronic Data Interface ("EDI"). Buyer Purchase Orders and changes will be transmitted to Honeywell via such as EDI. Purchase Orders will specify: (1) Purchase Order number; (2) Honeywell's part number including a general description of the Offering(s); (3) requested delivery dates, which will be no shorter than the published or contracted lead time; (4) price (non-catalog prices must reference either a valid Honeywell contract or quote number); (5) quantity; (6) location to which a Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable (with the understanding that this may result in additional Fees payable); [and] (8) location to which invoices will be sent for payment. Purchase Orders are subject to Honeywell's acceptance explicitly in writing or upon Honeywell's delivery of an Offering. Honeywell reserves the right to limit order quantities. For avoidance of doubt, Honeywell's order acknowledgment will not constitute acceptance and Honeywell reserves the right to reject any Purchase Order in its sole discretion and for any reason. Any Purchase Orders provided under this Agreement serve to identify the information referenced above and shall not, in themselves, create any commitment binding upon the Parties. For the avoidance of doubt, references to any Purchase Order under this Agreement shall not include any Terms and Conditions from Buyer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.
- 7. Assumptions**
- The pricing breakdowns listed herein, if any, are for accounting purposes only and should not be considered as stand-alone prices.
 - All buyout items or labor included herein are subject to change at the time Honeywell places the order with the applicable vendors. Any adjustment in price and/or lead time will be reflected in a Change Order.
 - The purchase price is based upon laws, standards, codes and regulations in existence as of the Effective Date. Any changes in or to applicable laws, codes, and regulations affecting the cost of the Services shall be the responsibility of Buyer and shall entitle Honeywell to a Change Order.
 - Any references to testing obligations herein do not include any additional testing over and above that expressly defined herein.
 - Buyer will be responsible for all building and worksite conditions, as listed below or as more specifically set forth in this Agreement, at Buyer's expense. Any building modifications required to support or accommodate the Services, including beams or footers, are the responsibility of Buyer. Prior to the date the Products are to be delivered to the worksite or the Services are to begin, Buyer will ensure that any buildings on the site
 - are substantially complete, enclosed, dry and covered,
 - have temperature controls in place adequate to maintain the ambient temperature between 40 and 85 degrees Fahrenheit and
 - have adequate lighting available and operational,
 - are properly grounded, have 120 VAC, 60HZ 1 phase power available and operational,
 - if floors are to be sealed, have complete and cured sealing
 - have clear and permanent floor space available to receive, stage, store and preassemble the Products within 150 ft. of the receiving dock
 - have paved permanent exterior delivery access available with access to two dock doors with secured dock leveler/portable fork truck ramp for exclusive use by Honeywell,
 - are secure and

- ix. satisfy all additional requirements set forth in this Agreement.

Adequate interior space will be allocated for an office space for exclusive use by Honeywell. Buyer will provide a secure location for Honeywell to store its tools and equipment. Unless otherwise specifically set forth in this Agreement, the Products are designed to operate in a dry, humidity and temperature-controlled environment between 40 degrees and 104 degrees Fahrenheit. Buyer is responsible for maintaining such environmental conditions during installation and thereafter. Any adjustment to purchase price or schedule due to building or worksite conditions will be addressed in a Change Order.

- f. Honeywell is applying and integrating its offerings in accordance with the specifications, drawings, and functional sequences provided by Buyer in the tender documents. Honeywell is not acting as the Engineer of Record for the design of the overall system, and makes no representation as to whether the design, provided by others, is suitable for the purpose. Honeywell warrants that its offerings will function as documented in our proposal, data sheets, working drawings and other documentation supplied by Honeywell under this Agreement. Buyer is responsible for any and all works not expressly described herein, or within subsequent duly executed Change Orders Honeywell may, during its contracted work, rely on estimates, audits, and surveys conducted by Buyer, its Affiliates, or subcontractors. Buyer warrants the accuracy of such information and further accepts responsibility for any costs arising out of the provision to Honeywell of inaccurate data or information. Buyer is responsible for the work product and methods of their chosen subcontractors.
8. **Taxes.** Buyer acknowledges and agrees that Honeywell may elect to have portions of the Work accomplished through subcontractors but shall remain fully responsible for such subcontractor's performance and compliance with this Agreement. Any subcontractors performing Services shall have any licenses or other accreditations required by Applicable Law and shall either be covered by Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under Section 5. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any subcontractor with respect to the Work to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.
9. **Tax-Related Cooperation.** Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.
10. **Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16 and the other applicable provisions of this Agreement. Notwithstanding the annual price adjustment, and without limiting any other provision of this Agreement, Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement and/or price increases in order to mitigate and/or recover increased operating costs arising from or related to, but not limited to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). [Note this paragraph should be toggled between the OUTSIDE of EMEA Jurisdictions Version (including India) and the FOR EMEA JURISDICTIONS version] [FOR EMEA Version: Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third- party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Economic Surcharge shall not exceed 15% from the total Order value. Such Economic Surcharge does not apply if the Agreement is to be delivered upon within four (4) weeks after the Agreement has been concluded.] Honeywell will invoice Customer, through a revised or separate invoice, and Customer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this Section 16 shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination

thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

11. Offering Changes & Discontinuance. Except as expressly set forth in this Agreement, Honeywell has a policy of product improvement and reserves the right to change or discontinue, or charge additional Fees for new or improved features of functionality of, any Offering at any time without liability. Honeywell may, at its sole discretion, also make such changes to Offerings previously delivered to Buyer, including changes in the design, without obligation to make equivalent changes to any Offerings previously supplied to Buyer. Where Offerings have been discontinued, Buyer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Offerings.

12. Changes in the Work.

- a. Change Order is a written order signed by Buyer and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule.
- b. Buyer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Buyer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Buyer chooses not to proceed, Buyer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.
- c. Honeywell may make a written request to Buyer to modify this Agreement based on the Buyer's action or inaction, receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Buyer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. Buyer will have five (5) business days to accept or reject the Change Order. If Buyer fails to respond within five (5) business days, the Change Order will be deemed accepted and Buyer shall extend the schedule and/or pay for the change in the Work. If Buyer and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Buyer rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Work.
- d. Honeywell may, without notice to Customer, incorporate changes to Products that do not alter form, fit, or function.

13. Time and Materials. Notwithstanding any other provision of this Agreement, Customer may request and Honeywell may agree to perform installation and maintenance services on a time-and-materials basis pursuant to this Section. The work shall be as agreed upon between the Parties and Honeywell shall invoice customer for the hours worked regardless of whether Buyer issues a Purchase Order. Buyer shall remain obligated to remit payment to Honeywell as described herein. Honeywell may revise its standard charges on not less than thirty (30) days prior written notice to Customer; provided, however, all work under this Section that is ordered by Customer shall be performed to completion at Honeywell's published rates in effect at the inception of the order. The Parties understand and agree that the minimum time charged to any Work requested or ordered under this Section is four (4) hours, payable at the rate published herein.

14. Independent Contractors. The Parties acknowledge that they are independent contractors and not the legal representative, agent, partner, employee, franchisee, joint venture or other representative of the other, and none of their respective employees, agents, or representatives shall be treated as an employee of the other for any purpose, including tax and social security coverage and withholding, or any employee benefits. Except as provided herein, neither party has

any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect whatsoever. Neither party shall hold itself out as, or represent to any third party that it is, affiliated with the other party in any way. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Offerings.

15. Subcontractors. Any subcontractors performing Services shall have all licenses or other accreditations required by applicable law and shall either be covered by Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under this Agreement. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any subcontractor with respect to the Offerings to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

16. Delivery.

- a. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Buyer or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including liquidated damages in your contracts with your Buyers), resulting from Honeywell's failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Buyer, or a type of product different than that ordered by Buyer, Buyer may return such excess or different Product to Honeywell within 60 days after invoice at Honeywell's cost for a full refund. Additionally, Honeywell shall bear the cost of redirecting shipments made to a location other than that set forth in the Purchase Order if caused solely by its error. Buyer is liable for any delays or increased costs incurred by Honeywell caused by Buyer's acts or omissions including all costs Honeywell incurs for redirecting shipments due to any incorrect information or address you or your representatives provide.
- b. **Delivery Charges.** Delivery terms for Products (excluding software and services) are (i) FCA (FCA Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments.
- c. **Early Delivery & Future Delivery.** Honeywell will schedule delivery in accordance with its standard lead times unless the Purchase Order states a later delivery date or the parties otherwise agree in writing. Purchase Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the parties. Honeywell reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order. Without imposing any liability on Honeywell in respect of any delays or for non-performance, if Buyer requests a delivery date for an Purchase Order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Purchase Order. If Buyer does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Buyer shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

17. Working Hours. Unless otherwise stated, all labor and services under this Agreement will be performed during typical working hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or applicable typical working hours for the region in which the work is being performed), excluding federal holidays (in regions where applicable) ("Normal Working Hours"). If for any reason Buyer requests Honeywell to furnish any such labor or services outside of Normal Working Hours, any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Buyer.

18. Travel & Expenses. Travel and living expenses incurred by Honeywell personnel will be invoiced on a reimbursable basis, at actual cost plus a 10% processing fee and will be accompanied by reasonable and usual verification of costs incurred. Travel time for the assigned personnel will be based on the number of hours incurred traveling from each person's Honeywell office to the Buyer site/office (and return) and will be billed at the then-current labor rate.

19. Damage or Loss. Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Buyer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Buyer agrees promptly to pay or reimburse Honeywell for such loss.

20. Confidentiality. Honeywell may provide Buyer certain information during the performance or fulfillment of this Agreement that is not generally known, including financial information, trade secrets, know how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies ("Confidential Information"). All Confidential Information provided in connection with this Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by this Agreement and shall be protected as confidential by Buyer using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of three (3) years following the date of disclosure. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Buyer, (b) already known to Buyer at the time of disclosure through no wrongful act of Buyer, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Buyer. Buyer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Buyer may disclose Confidential Information (i) to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging this Agreement and complying with its legal obligations, and (ii) in response to a court order, government request, or other legally required request where it (A) provides Honeywell with sufficient notice and an opportunity to object to such disclosure (where possible) and (B) makes the disclosure subject to a protective order or other similar confidentiality restrictions. After termination or expiration of this Agreement and upon written request of Honeywell, Buyer will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

21. Feedback. If Buyer provides any improvements, suggestions, information or other feedback concerning the Offerings ("Feedback"), then Buyer 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 Buyer's Confidential Information or trade secret.

22. Software Products. All software made available in connection with this Agreement ("Licensed Software") is limited to such products and/or location(s) as are specified in this Agreement or any order thereunder. All Licensed Software is licensed on a non-exclusive basis and are NOT sold. Licensed Software remains subject to the Terms and Conditions and any accompanying end user license agreement ("EULA") provided with the Software. Honeywell may terminate any Software license for failure to comply with the terms of the foregoing.

- a. Should Honeywell, in its sole discretion, allow Distributor to sell SaaS Software pursuant to this Agreement, the Terms and Conditions, and those terms set forth in a separate specified exhibit shall control. For avoidance of doubt, in the event of a conflict between this Agreement or the Terms and Conditions of any such SaaS Software exhibit, the terms of such exhibit shall take precedence solely with respect to SaaS Software.
- b. Customer is responsible for ensuring that any distribution and use of Licensed Software to and by its customers or end user is subject to each customer or end user either directly accepting Honeywell's EULA or entering into an agreement with Customer containing the same obligations and restrictions contained in the EULA. For avoidance of doubt, the EULA or any agreement Customer enters into with its customer or end user must be identical to or incorporate the current, approved Honeywell EULA governing license of or access to the Licensed Software, and Customer may not modify or accept modifications of the EULA without Honeywell's express, prior written approval. All software made available in connection with this Agreement ("Licensed Software") shall be licensed and not sold and subject to all terms of the Software License Agreement (as defined below). All Software is made available subject to the express condition that the end user of the Software sign and deliver to Honeywell the then-current and applicable version of Honeywell's standard software license Agreement, end user license agreement ("EULA"), or a software license agreement otherwise satisfactory to Honeywell in its sole discretion (in each case, the "Software License Agreement"). Customer is responsible for ensuring that all Licensed Software provided to an end user under this Agreement is subject to the Software License Agreement. Notwithstanding any other provision of this Agreement or any other document or instrument, the terms of the Software License Agreement shall govern and supersede any inconsistent or conflicting terms to the extent relating to Software. Payment for any and all Software made available in connection with this Agreement shall be due and payable at the time the end user of the Software executes the Software License Agreement.

23. Embedded Software. Honeywell grants to Buyer a limited, worldwide (subject to Export/Import Control Laws), non-exclusive, non-transferable, non-assignable, revocable, object code license to software installed or embedded within a Product ("Embedded Software") solely for use with such Product. Except to the extent set forth in any separate license

terms provided by Honeywell with such Embedded Software or as set forth in Section (b), in no event shall Buyer have any right to (or authorize or allow any third party to) copy, modify, distribute, sell, lend, rent, transfer, or convey the Embedded Software; grant any sublicense, lease, or other rights in the Embedded Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Embedded Software by any means; or take any action that would cause the Embedded Software or any portion of it to be placed in the public domain. In the event of a conflict between this Agreement and the terms of any Embedded Software license terms provided upon download or purchase, the relevant license terms shall control solely with respect to Embedded Software.

If Embedded Software is listed on a Purchase Order placed pursuant to this Agreement, the Embedded Software is limited to such Products and/or location(s) as are specified on the relevant Purchase Order. If Embedded Software is embedded in a Product listed on an Purchase Order (regardless of whether such Software is specifically referenced on the Purchase Order), Buyer may only transfer its license to the Embedded Software to a third party in conjunction with the sale by Buyer of the Product on which the Embedded Software is installed or embedded, provided that no proprietary information is removed from such Products with Embedded Software (including copyrights, patent marking, trademarks, or EULAs). Buyer is responsible for ensuring that any distribution and use of Embedded Software to and by its customers or end users is subject to each customer or end user entering into an agreement with Buyer containing the same obligations and restrictions contained herein. All Products with Embedded Software are licensed on a non-exclusive basis and are not sold. Honeywell may terminate any Embedded Software license for failure to comply with the terms of the foregoing.

24. Third Party Products. Except as expressly stated in this Agreement, any third party products, software, hardware or services ("Third Party Products") that Honeywell provides, installs or integrates as part of the Services are provided subject to the Third Party Product supplier's terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to Buyer. Honeywell has no liability with respect to the performance of such Third Party Products.

25. Limitation of Liability.

- a. IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM HONEYWELL'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.
- b. ALL OFFERING CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION XX (LIMITED WARRANTY) OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY BUYER ON HONEYWELL PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.
- c. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF OFFERINGS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED [FOR PROJECTS: THE PURCHASE PRICE OF THE APPLICABLE PURCHASE ORDER FOR WHICH THE CLAIM ARISES] [FOR ALL OTHER OFFERINGS: THE LESSER OF (I) THE AGGREGATE PURCHASE PRICE PAID BY BUYER TO HONEYWELL FOR THE OFFERINGS GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE AND (II) \$XX.] ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.
- d. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.
- e. The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The parties agree that Honeywell's prices for the Offerings provided hereunder are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such

disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the parties.

26. Responsibilities. Buyer will: (a) promptly perform its obligations identified in the applicable SOW or Purchase Order; (b) promptly provide all information reasonably required or useful for performance of the Service prior to commencement of the Services, including reviewing and providing comments to any Honeywell submissions within 10 days after submission; (c) promptly give all notices to, make all filings or recordings with, and use its best efforts to obtain all consents, approvals, authorizations, certifications, clearances, consents, variances, licenses, registrations, qualifications, and permits from, any third party or instrumentality of government as may be required or appropriate in connection with the consummation of the Services, including such as may be required to facilitate the transfer of any amounts paid by Buyer hereunder to another country of Honeywell's designation; (d) designate a business contact and a technical contact to coordinate Buyer's personnel and act as a liaison; and (e) provide Honeywell with access to Buyer's systems and premises to the extent necessary during the performance of the Services (including site audits, site assessments and preparatory activities). If Buyer fails to perform any of Buyer's obligations, Honeywell will: (i) be excused from failure to perform any of Honeywell's affected obligations under this Agreement; (ii) be entitled to a reasonable extension of time, and a reasonable reimbursement of additional costs or fees incurred as a result; and (iii) not be responsible for any liability arising from such failure. Honeywell will use industry standard virus detection software designed to protect against viruses.

27. Acceptable Use. Buyer will use the Products in a commercially reasonable manner in accordance with any Documentation made available by Honeywell, as may be updated by Honeywell or the Product manufacturer from time to time. Buyer will not, and will not permit any person or entity to, use the Products (including any Embedded Software) for purposes of or in connection with: (a) distributing it in any manner not authorized by Honeywell; (b) modifying or tampering with it; or (c) interfering with its proper functioning. Any unauthorized use of the Products may result in termination or suspension of this Agreement or the right to use the Products. Buyer may not use the Products in any way that would reasonably be expected to cause liability or harm to Honeywell or third parties.

28. Warranty

a. **Warranty as Exclusive Remedy.** BUYER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY OFFERING SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE OFFERINGS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

b. **Warranty Terms**

- i. **Product Warranty Terms.** Subject to compliance this Section, Honeywell warrants that the Products will be free from material defects in workmanship and materials for the relevant period of time published by Honeywell on the relevant Product website or in a separate Agreement between Honeywell and Buyer or, if no published or agreed period is identified, then at the time of delivery (the "Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. Honeywell's sole liability and Buyer's exclusive remedy, which shall be determined in Honeywell's sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted for the remainder of the original Warranty Period, if any.
- ii. **Procedure for Warranty Claims.** If, during the applicable Warranty Period, Buyer believes there is a defect in material or workmanship covered by the relevant Product warranty, Buyer must immediately discontinue use and notify Honeywell. Written authorization from Honeywell must be obtained prior to returning any Product(s) to Honeywell for warranty assessment. Return shipments and insurance must be prepaid by Buyer must be appropriately packed and must be made within

30 days after Buyer identifies or should have identified the defect. Upon receipt of any such Product during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the Product to verify the alleged defect or (ii) in Honeywell's sole discretion, credit Buyer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Buyer (at Honeywell's expense). Honeywell will credit Buyer for its return shipping costs for any defective Products, but Buyer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Honeywell a standard testing charge for any Products not found to be defective.

- iii. Services Warranty. Services shall be performed in a professional and workmanlike manner and are warranted for one (1) year from the earlier of (i) the date services are accepted or (ii) Buyer commences beneficial use (the "Service Warranty Period"). Honeywell's obligation and Buyer's sole remedy under this warranty is that Honeywell will correct or re-perform defective services or refund fees paid for the services, at Honeywell's sole election, if Buyer notifies Honeywell in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period.
- iv. Buyer acknowledges and agrees that equipment or materials purchased by Buyer under this Agreement may contain, be contained in, incorporated into, attached to or packaged together with the products manufactured by a third party. Third party products are generally not covered by this Section and Honeywell makes no representations or warranties regarding any third party products. However, Honeywell shall, at Buyer's request, assign to Buyer any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Honeywell and provided as part of the Services, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in this Section.

c. Warranty Exclusions & Procedures

- i. Warranty Exclusions. THIS WARRANTY IS VOID WITH RESPECT TO ANY OFFERING THAT IS: (i) altered or repaired by anyone other than Honeywell's authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation or training; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Product (including damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Honeywell's control, including Buyer's failure (or that of its customers) to apply required or recommended updates or patches to any Software or device in the Offering's network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.
- ii. Technical Advice. Any recommendation or assistance provided by Honeywell concerning the use, design, application, or operation of an Offering shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Honeywell. It is the Buyer's sole responsibility to determine the suitability of an Offering for use in Buyer's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability for Honeywell.

d. Warranty Disclaimer.

- i. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. BUYER BEARS ALL RISK AS TO OFFERINGS, AND HONEYWELL MAKES NO OTHER WARRANTIES IMPLIED OR ACTUAL REGARDING ANY OF ITS OFFERINGS AND DOCUMENTATION.
- ii. THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS (E.G., [AS APPLICABLE TO GBE: PAPER, RIBBONS, FLASHTUBES, LAMPS, BATTERIES AND STORAGE CAPACITORS]), AND SPARE PARTS NOT MANUFACTURED BY HONEYWELL. HONEYWELL MAKES NO WARRANTIES THAT ANY SOFTWARE, INCLUDING EMBEDDED SOFTWARE, WILL OPERATE IN CONJUNCTION WITH

ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS PURCHASED FROM HONEYWELL HEREUNDER (TO THE EXTENT SPECIFIED IN THE DOCUMENTATION). BUYER'S WARRANTY SHALL BE VOID IF BUYER USES COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER MANUFACTURED NOR APPROVED FOR USE BY HONEYWELL IN ITS MANUFACTURED PRODUCTS, OR IF BUYER USES ANY OFFERING IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS AGREEMENT. BUYER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF ANY PORTION OF THE OFFERING OR THE NETWORK ENVIRONMENT. BUYER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE OFFERING BEYOND ITS STATED WARRANTY PERIOD.

- iii. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR ANY EXPRESS GUARANTEES SET FORTH ELSEWHERE IN THIS AGREEMENT, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (A) AS TO THE FUNCTIONALITY OF, EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT; (B) THAT ANY SUCH EQUIPMENT, SOFTWARE OR WORK WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, PROPERTY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE; OR (C) THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.
- iv. HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (D) BUYER'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF ANY BUYER OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA BUYER'S CREDENTIALS; OR (H) BUYER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

29. Evaluation. Buyer's access to an evaluation, trial, or beta Offering, is limited to evaluating the Offering for Buyer's internal use during the time period stated, or if not stated, for 90 days ("Evaluation"). Additional restrictions may be listed in a Purchase Order 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).

30. Indemnification. In addition to any other Buyer indemnification obligations in this Agreement and to the extent permitted by law, Buyer will indemnify, defend, and hold Honeywell and its Affiliates, directors, employees and subcontractors (collectively, "Honeywell Indemnitees") harmless against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "Claims") arising out of the existence of mold or a Hazardous Substances or Mold at a Site (whether or not Buyer provides Honeywell advance notice of the existence and regardless of when the Hazardous Substance is discovered or occurs), Buyer's negligence or willful

misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Buyer's breach of its obligations or warranties under this Agreement or Buyer's infringement of any US third-party patent or copyright. In connection with these indemnification obligations, Buyer agrees to the following "Indemnification Procedures": (a) Buyer will be entitled to control the defense and Honeywell shall give prompt notice of any Claim; (b) at Buyer's expense, Honeywell will reasonably cooperate in defense of the claim including promptly furnishing Buyer with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

31. Compliance.

- a. **General.** Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct"), available at <https://www.honeywell.com/who-Honeywell-are/integrity-and-compliance>. Buyer further acknowledges and agrees that it shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting this Agreement, the Offerings (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and federal, state and local taxes applicable to its business as the same shall become due and paying all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Buyer's confirmation of and agreement with the representations and warranties set forth in the following subparagraphs. Buyer will defend, indemnify and hold the Honeywell Indemnities harmless from and against any Claims arising out of Buyer's non-compliance with this Section and its subparagraphs, pursuant to the Indemnification Procedures of Section 29 (Indemnification).
- b. **Sanctions Compliance.** Buyer represents, warrants, that:
 - i. It is not a "Sanctioned Person," meaning any individual or entity: (i) named on a governmental denied party or restricted list, including: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.
 - ii. Relating to this Agreement and the transactions contemplated hereby, Buyer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.
 - iii. Buyer will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Buyer will not source any components, technology, software, or data for utilization in Honeywell Offerings: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.
 - iv. Buyer's failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this Section. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.
- c. **Export and Import Compliance.** Buyer will not distribute, resell, export or re-export any Products, technical data, Software, plans, or specifications dealing with an Offerings ("Restricted Items"), or take any actions in relation to or in furtherance of this Agreement which are contrary to U.S. Department of State International Traffic in Arms

Regulations ("ITAR") or the U.S. Department of Commerce Export Administration Regulations ("EAR") or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, "Export/Import Control Laws"). Buyer acknowledges that Export/Import Control Laws may control not only the sale, resale, export and re-export of Products but also the transfer of other Restricted Items. Buyer agrees that it will not sell, re-sell, export, re-export or otherwise transfer any of the Restricted Items in any form, either directly or indirectly, in violation of any Export/Import Control Laws. Further, Buyer shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Buyer further acknowledges that U.S. Export/Import Control Laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); prohibitions against sales of ITAR product to any country with which the U.S. maintains an arms embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions. Buyer will immediately notify Honeywell and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. Honeywell will apply for United States Government export authorizations required for delivery of any goods, services or technical data under this Agreement. Buyer will promptly provide all information required by Honeywell to complete the authorization application. Buyer will apply for all other necessary import, export or re-export approvals.

Honeywell will not be liable to Buyer for any failure to provide any Offering or other Restricted Item as a result of government actions that impact Honeywell's ability to perform, including:

- i. The failure to provide or the cancellation of export or re-export licenses;
- ii. Any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell's performance; or
- iii. Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.
- iv. If Buyer designates the freight forwarder for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Buyer's designated freight forwarder with required commodity information.

d. Anti-Bribery, Anti-corruption Laws.

- i. Honeywell International Inc. is subject to national and international laws prohibiting bribery and corruption. Because Honeywell International Inc. is a US company, its employees and Affiliates, as well as all consortium bidding partners and any third party acting on its behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.
- ii. Buyer certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct, which is available at <https://www.honeywell.com/who-we-are/integrity-and-compliance>, and the Honeywell Anticorruption Policy, which is available at <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>.
- iii. Buyer agrees that in connection with its activities under this Agreement, neither Buyer nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.
- iv. If Honeywell has reason to believe that the provisions of this agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including financial, legal, tax, accounting, operational, labor, and regulatory information. Buyer will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer.
- v. In the event that Honeywell determines, in its sole discretion, that the Buyer has engaged in conduct

that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate this Agreement.

- vi. If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise (a) Honeywell's Chief Compliance Officer, (b) any member of Honeywell's Integrity and Compliance Department or (c) the Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com). Buyer agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.
- e. **EU WEEE Directive.** To the extent applicable, Buyer agrees to comply with the European WEEE Directive 2012/19/EU or any other applicable law or regulation concerning the financing and organization of the disposal of waste electrical and electronic equipment, including responsibility for (i) all costs and liabilities associated with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations. Buyer shall indemnify Honeywell for all such costs and upon reasonable evidence of Honeywell having to incur any such costs. Buyer shall reimburse Honeywell within thirty (30) days of receipt of an invoice regarding the same.
- f. **Audit.** Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Buyer will provide reasonable assistance to Honeywell to complete such audit.
- g. **Non-Compliance.** Buyer's failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all applicable laws, including Sanctions Laws, Export/Import Control Laws and anti-corruption laws, without Honeywell incurring any liability.

32. Intellectual Property.

- a. **Title to Intellectual Property.** No right, title or interest in Intellectual Property provided by Honeywell is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services or the Work, including but not limited to software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Honeywell in connection with the Agreement, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in this Agreement.
- b. **Title to Software.** Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software.
- c. **Data.** Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third-party devices or equipment by, the Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell's products or services. Buyer 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. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer will, at Buyer's cost and expense, defend Honeywell and Honeywell's Affiliates, sub-contractors and licensors and hold Honeywell harmless from and pay or reimburse all awards or damages (including attorney's fees), arising out of claims by third parties related to possession, processing or use of Input Data in accordance with this Agreement. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy

terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. Unless agreed in writing, Honeywell does not archive Input Data for Buyer's future use. Buyer consents to any transfer of Buyer's Input Data outside of its country of origin, except that Personal Data is subject to the Data Processing Terms.

- d. **Input Data.** Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Work ("Input Data").
- e. **Use of Input Data.** Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell's products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and Applicable Law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. This Section shall survive termination of this Agreement.
- f. **Trademarks.** Buyer acknowledges that Honeywell is the owner of all right, title, and interest in, and to, its trademarks, trade names, service marks, logos and related designs associated with the Honeywell and the Offerings ("Trademarks"). Unless Buyer enters into a separate written agreement with Honeywell, it may not use the Trademarks or benefit from any goodwill associated with the same. This includes, but is not limited to, Buyer not (i) using any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (ii) making any representation to the effect that the Trademarks are owned by Buyer rather than Honeywell; (iii) attempting to register Trademarks in any country or challenge Honeywell's ownership of the same; (iv) using any domain name incorporating in whole or in part the Trademarks; or (v) using any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks.
- g. **Intellectual Property Indemnification.** Honeywell will defend Buyer, its Affiliates and subcontractors against any third-party suit alleging that Buyer's use of the Offering (as provided by Honeywell) in accordance with this Agreement, directly infringes any United States third-party patent or copyright, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Buyer resulting from such suit; provided that Buyer promptly notifies Honeywell when it is apprised of the claim and provides complete authority, information, and assistance (at Honeywell's expense) as to the defense and disposition via counsel of Honeywell's choice. Honeywell will not be responsible for any compromise, settlement, attorneys' fees, expenses, damages, or costs incurred by Buyer without Honeywell's involvement and prior, written consent. Honeywell has no obligation or liability for claims arising out of the following: (a) Offerings made to Buyer's designs, drawings, or specifications; (b) use of Offerings in any process or in any manner not supported by the applicable Documentation; (c) combination or use of any Offering with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Buyer provides; (f) Buyer's use of the outputs of the Offering; (g) any alteration, customization, or other modification of the Offering other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Offering. Further, Buyer agrees to defend, indemnify and hold the Honeywell Indemnitees harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a)-(h) of this Section, as per the Indemnification Procedures of Section 29 (Indemnification). If a claim of infringement is made for which Honeywell has indemnification obligations or if Honeywell believes that such a claim is likely, Honeywell may, at its sole option and expense, (i) procure for Buyer the right to continue using the Offering or obtain a license to a reasonable substitute; (ii) replace or modify the Offering so that it is non-infringing; or (iii) in the case of Products and Software, require Buyer to return the Product (and terminate Buyer's license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation and pro-rata of license fees for Software use. Further, Honeywell may cease shipping Products and Software it believes may be subject to a claim of infringement without being in breach of this Agreement. If the final judgment assessed against Buyer is based on the revenue generated from the use of the Offering, as opposed to from the sale of the Offering by Honeywell to Buyer (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 Buyer to Honeywell for

the Offering that gave rise to the claim. This Section shall be subject to Honeywell's rights under Section 24 (Limitation of Liability). THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF IP INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

- h. **Intellectual Property Protection.** No right, title or interest in Honeywell Intellectual Property associated with Services provided by Honeywell is transferred to Buyer under the Agreement, including Honeywell Intellectual Property existing prior to, or created independently of, the performance of the Agreement.

All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived, or developed in connection with the Agreement, including any Buyer suggestions, comments, or feedback regarding the Services, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.

- 33. Cybersecurity Services.** With respect to any cybersecurity-related Services, software, SaaS or related hardware ("Cybersecurity Services"), Honeywell may provide professional judgment, technical expertise, and advice regarding Buyer's cyber risk management program. As system performance and security are subject to multiple factors outside of Honeywell's control, Honeywell does not warrant or guarantee the Cybersecurity Services will prevent or mitigate any act or attempt to disrupt, misuse, or gain unauthorized access to any system or electronic facilities or operations that results in a loss, alteration or disclosure of data, system downtime or degradation or loss of operation or services relating to the Cybersecurity Services (an "Event"). Buyer agrees and understands that Honeywell cannot and does not, and that by working with Honeywell or using Offerings, Buyer may not prevent Events (either actual or attempted). Buyer agrees and expressly acknowledges that Buyer is responsible for its own cyber risk management program, including those responsibilities set forth in this section and in this Agreement, and must participate in Buyer's own defense and work with Honeywell to create a prioritized, flexible, repeatable, performance-based, and cost-effective process to identify, assess, and manage cyber risk throughout Buyer's enterprise. Honeywell shall have no liability in connection with any Event unless the Event was caused by defective Products, Software or Services provided by Honeywell, in which case Honeywell's sole liability and Buyer's exclusive remedy in respect of an Event is the replacement or repair of defective Products or Software, or re-performance of defective services under the applicable warranty in this Agreement.

Buyer represents and warrants that Buyer will (i) use commercially reasonable administrative, physical and technical safeguards to protect Buyer's systems, facilities, operations or data or follow industry-standard or other mutually agreed upon security practices; (ii) update to the latest version of relevant software and follow the current Documentation for the same; (iii) make no modifications or alterations to any hardware or software comprising the Cybersecurity Services without Honeywell's express written permission; (iv) designate 2 or more employees, executives, or agents (the "Contact Person(s)") who will respond to any Events and take recommended actions to mitigate harm to Buyer's network; (v) develop and adopt a written governance, risk and compliance policy or policies, approved by a senior officer or Buyer's board of directors (or an appropriate committee thereof) or equivalent governing body, setting forth Buyer's policies and procedures for the protection of its information systems and nonpublic information stored on those information systems (the "Cybersecurity Policy"); (vi) develop and adopt a written incident response plan ("IRP") that is exercised and/or practiced with key scenario driven evaluations on at least an annual basis; and (vii) provide Honeywell with copies of Buyer's Cybersecurity Policy, IRP, and business continuity or disaster recovery plans upon Honeywell's request.

- 34. Cybersecurity Incidents.** Notwithstanding any other provision of the Agreement, (a) in no event will Honeywell be responsible or liable for protection against, or mitigation of consequences associated with, a Cyber Incident (as defined by the United States Computer Emergency Readiness Team) or other similar cyber-related events and/or attacks that may affect Buyer's site or systems, (b) Buyer is solely responsible for ensuring that its sites and systems are protected against such a Cyber Incident or other similar cyber-related events and/or attacks including, but not limited to, ensuring that all software is kept up to date, that all cybersecurity products used are compatible with one another and that any patches are correctly and appropriately installed, and (c) all remedial, reinstallation or update works provided by Honeywell, if any, as a result of or related to a Cyber Incident or other similar cyber-related events and/or attacks will be performed subject to additional fees for such work, plus applicable taxes, to be paid by Buyer to Honeywell (in addition to fees otherwise due under the Agreement).

- 35. Remote Access.** Buyer agrees that Honeywell may provide some or all of the Offerings remotely using an internet

connection and may install additional software and related communication and/or diagnostic devices on Buyer's applicable systems (the "Systems") to enable such connection and/or remote work. Buyer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Buyer will enable and consents to internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of this Agreement.

36. Special Tooling and Data. Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under this Agreement. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Buyer. Any transfer of title to Special Tooling does not include transfer of Honeywell's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.

37. DATA PRIVACY.

a) For purposes of this Agreement,

"Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations;

"Data Controller" means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws).

"Personal Data" means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Buyer to Honeywell in relation to the use of the Services for the purposes of providing, improving, or developing Honeywell Products and Services.

Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice).

- b) To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.
- c) If Honeywell processes Personal Data on Buyer's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> apply.

38. Termination. Either Party may terminate this Agreement and any or all unperformed orders arising out of or related to this Agreement, by giving written notice to the other Party upon the occurrence of any of the following events:

- a. The other Party materially breaches this Agreement and fails to remedy the breach within thirty (30) calendar days after receipt of written notice that specifies the grounds for the material breach. Provided however, if the

breach cannot reasonably be cured within thirty (30) days, such Party shall not be in breach if such Party provides a reasonably acceptable plan and diligently pursues cure.

- b. The other Party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment; or
- c. Any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

In the event Buyer exercises its right to terminate under the provisions of this Section, Buyer shall remain responsible for payment of the portion of Work that has been performed as of the date of termination, as well as all associated costs. In the event Buyer attempts to terminate without providing sufficient time to cure as outlined above or terminates for other reason, Buyer shall be responsible for a termination fee of thirty percent (30%) of the total amount due under the Agreement in addition to all costs incurred and payment for all Work performed as of the date of the termination. Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either Party may be entitled to under this Agreement or in law or equity.

Honeywell may suspend or terminate performance under this Agreement at Buyer's expense if Honeywell determines that performance may cause a safety, security, or health risk.

39. Cancellation. This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

40. Automatic Renewals. This Agreement will automatically be renewed for consecutive terms of one year unless terminated by either party. To initiate the automatic renewal term, Honeywell will provide Customer an annual renewal letter at least sixty (60) days prior to the end of the initial term or such renewal term (as applicable), or unless terminated as provided herein. The renewal letter will update this Agreement to incorporate Honeywell's then-current General Terms and Conditions (available at <https://buildings.honeywell.com/us/en/support/legal/legal-documents-global>). To the extent Customer does not agree to the pricing or the then-current General Terms and Conditions set forth in the renewal letter, Customer must notify Honeywell within thirty (30) days after receipt in a manner consistent with the notification requirements in such letter. If Customer fails to provide such notice, either Customer's subsequent payment or Honeywell's commencement of work will be deemed acceptance of the updated pricing and then-current General Terms and Conditions. Customer acknowledges and agrees that any additional or contrary terms contained in any Customer purchase order or other agreement issued to Honeywell are not applicable to the services provided and are hereby rejected.

41. Insurance. Unless agreed otherwise, Buyer shall, at all times that this Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits:

- a. Workers' compensation insurance as required by law for all employees; and Employer's Liability insurance in an amount not less than \$1,000,000 per accident/per employee. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Customer is domiciled.
- b. Commercial general liability insurance, on an occurrence basis, including premises, products/completed operations, personal injury, and contractual liability, at a minimum combined single limit for bodily injury and property damage of \$5,000,000 per occurrence and in annual aggregate.
- c. Business automobile liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in the performance of the work with a combined single limit for bodily injury and property damage of \$5,000,000 per occurrence.
- d. "All Risk" Property and/or Cargo Insurance covering all of Customer's equipment, property and tools used in the services and property which is subject to the risk of loss provision (Shipping Terms, Title, and Risk of Loss) outlined in this Agreement. Such insurance shall cover all property at full replacement value.
- e. Professional Liability Insurance with a minimum limit of \$5,000,000 per claim providing coverage for Customer's errors and omissions in connection with the performance of Customer's services during and for a period of at least three years after completion of said services.

- f. Professional liability including technology errors & omissions insurance with a minimum limit of \$5,000,000 per claim providing coverage for errors, omissions, or negligence in connection with the performance of Customer's professional/technology based services or the failure of a technology product provided by Supplier to perform as intended, for a period of at least five (5) years after completion of said services or usable life of the product. The coverage required in the foregoing section (e) shall also include cyber liability coverage with computer network security liability and privacy liability coverage.
- g. Environmental Impairment/Pollution Legal Liability Insurance including coverage for contractual liability assumed in this Agreement with limits of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate; and
- h. It is the responsibility of the Customer to carry any other insurance required by law in the territory, state or jurisdiction where services provided in this Agreement are to be performed.
- i. Buyer shall deliver certificates to Honeywell upon request. Such certificates must contain provisions requiring the insurance carrier to notify Honeywell at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum "A, VII" by AM Best or equivalent rating agency. In addition, all such policies shall name Honeywell as an additional insured and shall be primary and non-contributory to any insurance carried by or available to Honeywell. All insurance policies shall contain a clause or endorsement waiving all rights of subrogation against Honeywell.

42. Coverage.

- a. Buyer agrees to provide Honeywell access to all equipment covered by the Services to be performed by Honeywell under this Agreement, which is limited to the equipment expressly listed in each List of Covered Equipment contained in the associated SOW ("Covered Equipment"). Honeywell will be permitted, without liability, to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Buyer's representative.
- b. It is understood that Honeywell's repair, replacement, and emergency service obligations apply only to the Covered Equipment (if any and only to the extent expressly provided in the attached SOW). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Buyer.
- c. Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell may provide such services at Buyer's request and at an additional charge.
- d. Honeywell may install communication or diagnostic devices and/or software to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and software and return the system to its original operation. Buyer agrees to provide, at its sole expense, connection to the Internet and switched telephone network for such devices and/or software.
- e. Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.
- f. This Agreement assumes that the systems and/or equipment included in the Covered Equipment are in maintainable condition. If repairs are necessary, in Honeywell's sole judgment, upon inspection or seasonal start-up or otherwise, repair charges will be submitted for approval to Buyer. Should these charges be declined, those systems and equipment will be eliminated from coverage under this Agreement and the price adjusted accordingly.
- g. In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes, or movement.
- h. Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Buyer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.
- i. Maintenance, repairs, and replacement of equipment parts and components are limited to using commercially reasonable efforts to restore to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components, and/or parts that represent a betterment or capital improvement to Buyer's system(s) hereunder.

- j. Unless otherwise specified, Buyer retains all responsibility for maintaining local area networks, wide area networks, leased lines, and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the Covered Equipment.
- k. Buyer will promptly notify Honeywell of any malfunction in the system(s) or Covered Equipment covered under this Agreement that comes to Buyer's attention.
- l. Equipment covered under this Agreement that comes to Buyer's attention.

43. MISCELLANEOUS PROVISIONS.

- a. **Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties hereto. Any subsequent purchase order or other document unilaterally issued by Buyer shall not be binding unless duly executed by both Parties.
- b. **Joint Effort.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.
- c. **Captions.** The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement or the intent of any provision contained herein.
- d. **Assignment.** Honeywell may assign or transfer this Agreement and assign its rights and delegate its obligations. Buyer shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Honeywell's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, Honeywell may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

Without limiting the generality of the foregoing, Honeywell may assign this Agreement and its rights relating to payment for sales made under this Agreement without Buyer's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Honeywell that precludes disclosure of any Buyer confidential information to any third party without Buyer's consent.

- e. **Severability.** If any provision of this Agreement is held to be void or unenforceable, such provision will be deemed stricken or modified to the extent necessary to make it lawful, and all other provisions of this Agreement shall remain in full force and effect.
- f. **No Waiver.** Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
- g. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- h. **Standards and Codes.** The latest edition or revision of any standards or codes referenced in this Agreement for performance of the Work shall apply, unless otherwise expressly set forth in this Agreement
- i. **Non-Assignment/Delegation by Buyer.** Buyer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Any attempt to assign or delegate in violation of this clause will be void. Honeywell may assign this Agreement or any or all of its rights under this Agreement, including, but not limited to, the right to assign receivables, without Buyer's consent.
- j. **Risk of Loss/Transfer of Title.** Risk of loss or damage to any goods provided under this Agreement (excluding software and services) passes to Buyer when Honeywell places the goods at Buyer's disposal at the

Honeywell dock ("Delivery"). Title to goods passes to Buyer upon Delivery, but Honeywell retains a security interest in such goods until full payment is received. Honeywell will schedule Delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer's order requests a later delivery date, or Honeywell agrees in writing to an earlier delivery date.

- k. **Notices.** Except for notices sent via e-mail (which are deemed received upon the receiving party sending a non-automated response confirming receipt of the notice), all notices under this Agreement shall be sent by certified mail (postage pre-paid and return receipt requested) or via a commercial overnight carrier (with written deliver confirmation) to the addresses and persons listed on the first page of this Agreement. All notices shall be deemed to have been received on the date evidenced by the receipt of delivery, or in the absence of such a receipt, within two (2) days after sending. For legal notices related to this Agreement send an additional copy to Honeywell at: 715 Peachtree Street NE, Atlanta GA 30308, Attn: General Counsel.
- l. **Survival.** Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration; provided, that all warranties and licenses granted by Honeywell to Customer pursuant to this Agreement shall terminate upon Honeywell's termination for Customer's default based on Customer's failure to pay Honeywell in accordance with this Agreement.
- m. **Custom Orders.** Special or custom orders ("Custom Orders") for products not listed in Honeywell's standard price list are non-cancelable. In the event of a cancellation of all or part of a Custom Order, Customer will be responsible for the full order.
- n. **Governing Law and Disputes.** All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights and liabilities relating hereto, whether arising in contract or otherwise ("Dispute"), shall be governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Honeywell and Buyer expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

The Parties agree that the federal and state courts of Harris County, Texas shall be the sole and exclusive venue for any Dispute, and the parties hereby consent and submit to the jurisdiction for such venue. The parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum.. The Parties shall seek redress of any Dispute occurring after September 1, 2024 to the Texas Business Court, and they hereby provide their consent to and agree not to contest designation to such court. If designation to the Texas Business Court is denied or otherwise prohibited by law, the parties agree that any Dispute shall be litigated in Harris County District Court or the U.S. District Court for the Southern District of Texas. Buyer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS AGREEMENT.

Before the Parties initiate any dispute resolution process other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the Dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either party may pursue resolution of the Dispute consistent with the other terms of this Agreement.

- o. **Hazardous Substances, Mold, and Unsafe Working Conditions**
 - i. Buyer has not received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold (each as defined below), either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the worksite location(s), or within furniture, fixtures, equipment, containers or

pipelines in any of Worksite Location(s); or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

- ii. Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Buyer, are appropriate for Buyer and the worksite location(s) with respect to avoiding or minimizing the potential for accumulation, concentration, growth or dispersion of any Hazardous Substance or Mold.
- iii. If any such materials, situations, or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the Work, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the Work until the area has been made safe by Buyer or Buyer's representative, at Buyer's expense. Honeywell shall have the right to terminate this Agreement if Buyer has not fully remediated the unsafe condition within sixty (60) days of discovery.
- iv. Buyer represents that Buyer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Buyer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.
- v. Buyer is responsible for the containment of any and all refrigerant stored on or about the premises. Buyer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.
- vi. Buyer will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing the COVID-19 pandemic as needed, as well as any applicable federal, state, and local laws regarding workplace safety. Buyer will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm.

p. Health and Safety

- i. Buyer is responsible for the containment of any and all refrigerant stored on or about the premises. Buyer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.
- ii. Buyer will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing any applicable federal, state, and local laws regarding workplace safety. Buyer will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm.
- iii. As used herein, "Hazardous Substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a site, or the environment.

- iv. As used herein, "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

q. **Excusable Delays.**

- i. **Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to:
 - 1. Delays or refusals to grant an export license or the suspension or revocation thereof,
 - 2. Any other acts of any government that would limit a party's ability to perform under this Agreement,
 - 3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
 - 4. Pandemics, quarantines, or regional medical crises,
 - 5. The presence of Hazardous Substances or Mold, is actually delayed, or for any other period as the parties may agree in writing.

When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell's internal use.

Should any part of the system or any equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Buyer.

- ii. **COVID-19.** Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.
- iii. **Buyer Delay.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Buyer-designated supplier, for Buyer's failure to timely provide information required for the Work, or any other delay caused by Buyer. If Buyer-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. Any Work that is delayed for more than three months or into the next calendar year by Buyer or events controlled by Buyer will be subject to an adjustment in price for any increase. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion.
- iv. **Company Delay.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated supplier, for Company's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Company. If Company-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion. In the event that a delay caused by the Company is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Company that it is cancelling any affected outstanding Buyer Orders or affected portion thereof.

- r. **Publicity.** Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this section for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. Notwithstanding the foregoing, Honeywell may list Buyer and its logo as a customer on Honeywell's website and in marketing materials.
- s. **Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Buyer's remedy will be a refund of the price paid.
- t. **Third-party Beneficiaries.** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third-party
- u. **Non-Solicitation of Employees.** Except to the extent such restriction is prohibited under applicable law, Buyer will not solicit, nor enter in a consulting relationship with, any Honeywell employee who is involved in performing Services within 12 months after such person has completed their involvement unless such person responds to a general recruitment advertisement or campaign.
- v. **Headings.** The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- w. **Counterparts.** The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.



HONEYWELL BUILDING SOLUTIONS SERVICE AGREEMENT

Honeywell Document	Location
Data Processing Exhibit for Suppliers	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Data-Privacy-Obligations-for-Suppliers.pdf
Equal Employment Opportunity Policy	https://www.honeywell.com/us/en/company/integrity-and-compliance
Honeywell Code of Conduct	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/code-of-conduct/HON_COC_English.pdf
Honeywell's 2022 Slavery and Human Trafficking Statement	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/honeywell-anti-slavery-statement.pdf
Human Rights Policy	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/hon-human-rights-policy.pdf
Security Obligations for Non-Disclosure Agreements	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/supplier/security-obligations-for-ndas.pdf
Security Obligations for Suppliers	https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/supplier/security-obligations-for-suppliers.pdf
Supplier Code of Business Conduct	https://www.honeywell.com/us/en/company/integrity-and-compliance/supplier-code-of-business-conduct

TERMS AND CONDITIONS

These Honeywell Terms and Conditions are effective as of April 1, 2024 (“Effective Date”) and supersede all prior versions covering Services provided by Honeywell International Inc., a Delaware corporation, through its Honeywell Building Solutions group (“**Honeywell**”). References to “**Customer**” or “**Company**” or “**Buyer**” all pertain to the purchaser of the Services. Each party is sometimes also referred to as “**Party**”, and collectively as the “**Parties**.” These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the “**Agreement**”) set forth the entire agreement between the Parties relating to your purchase of Honeywell Services. The Agreement may only be modified by an authorized representative of each party in a signed writing. This Agreement begins on the Effective Date and remains in full force and effect for 36 months (the “**Term**”) unless terminates earlier or extended in accordance with this Agreement.

1. DEFINITIONS. Distributor represents and warrants that it will, at all times during the Term of this Agreement, comply with the following:

- a. “**Agreement**” means [these General Terms and Conditions, along with all SOWs, schedules, proposals, exhibits, links and addenda that the Parties agree to incorporate into these General Terms and Conditions and the order quantities and shipping locations for specific Offerings set forth in any Purchase Orders issued hereunder, as amended or modified from time to time]. [Note: Definitions will vary per agreement and contacting method.]
- b. “**Honeywell**” means Honeywell International Inc., and any Affiliate(s) of Honeywell International Inc., to the extent entering into this Agreement.
- c. “**Buyer**” means, collectively, the entity(ies) executing or assenting to this Agreement other than Honeywell.
- d. “**Documentation**” means any documentation (including any technical or legal requirements) specifically provided with an Offering (or otherwise specifically referenced in this Agreement or any Purchase Order), but excluding marketing materials, customer correspondence and similar collateral.
- e. “**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.
- f. “**Services**” are the services and/or maintenance and support obligations to be provided by Honeywell, as specified in this Agreement, the associated Purchase Order(s) and/or statement(s) of work, as it may be amended or modified in accordance with the terms of this Agreement (“SOW”) and may include the supply of Products and Software. Services are an Offering under this Agreement. To the extent accepted by Honeywell, each SOW and/or Purchase Order will include details as to the scope of Services, deliverables or reports (“**Deliverables**”), as well as the specifications, schedule, requirements and Fees, and these will form part of this Agreement.
- g. “**Fees**” means the amounts payable by Buyer to Honeywell under the terms of this Agreement or any applicable Purchase Order.
- h. “**Offering(s)**” are the software, software-as-a-service, hardware, products, services, deliverables, support services and/or other offering(s) or related materials or rights for which Buyer has contracted and are identified in any Purchase Order issued under this Agreement.
- i. “**Purchase Order**” is a written order from Buyer and accepted by Honeywell for the purchase, use and/or licensing of Offerings, as contemplated by this Agreement. For the avoidance of doubt, references to any Purchase Order shall not include any Terms and Conditions from Buyer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.
- j. “**Parties**” means Honeywell and Buyer and “**Party**” means either, individually.
- k. “**Effective Date**” means the date listed as the effective date in this Agreement, or if no such date is listed, the date this Agreement is entered into by the last of the Parties to do so.

2. Legal Advice Disclaimer. Buyer acknowledges and agrees that Honeywell does not and shall not provide Buyer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Buyer uses the Offering, including those related to data privacy or medical, pharmaceutical or health related data. Buyer acknowledges that the Offering has functionality that may be used in ways that do and do not comply with such laws, rules or regulations. It is Buyer's sole responsibility to monitor its (including its users') compliance with all such relevant laws, rules or regulations. Buyer is solely responsible for such Buyer-specific use decisions and Honeywell and its Affiliates disclaim all liability for such decisions.

- 3. Enforceability Waiver.** If any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of this Agreement will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted.
- 4. Monthly Progress Payments.** Honeywell will invoice at least monthly for all delivered materials (or stored, if Buyer is responsible for transportation and has failed to do so by the agreed pick-up date) and for all installation, labor, and services performed, both on and off the job site, less retainage. Determination of the progress completed shall be at Honeywell's sole discretion.
- 5. Suspension of Work.** If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) calendar days after submission of a Honeywell invoice, Honeywell may suspend work until Buyer provides a remedy.
- 6. Buyer Purchase Orders.** Buyer shall have access to, maintain access, and use Honeywell's specified Electronic Data Interface ("EDI"). Buyer Purchase Orders and changes will be transmitted to Honeywell via such as EDI. Purchase Orders will specify: (1) Purchase Order number; (2) Honeywell's part number including a general description of the Offering(s); (3) requested delivery dates, which will be no shorter than the published or contracted lead time; (4) price (non-catalog prices must reference either a valid Honeywell contract or quote number); (5) quantity; (6) location to which a Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable (with the understanding that this may result in additional Fees payable); [and] (8) location to which invoices will be sent for payment. Purchase Orders are subject to Honeywell's acceptance explicitly in writing or upon Honeywell's delivery of an Offering. Honeywell reserves the right to limit order quantities. For avoidance of doubt, Honeywell's order acknowledgment will not constitute acceptance and Honeywell reserves the right to reject any Purchase Order in its sole discretion and for any reason. Any Purchase Orders provided under this Agreement serve to identify the information referenced above and shall not, in themselves, create any commitment binding upon the Parties. For the avoidance of doubt, references to any Purchase Order under this Agreement shall not include any Terms and Conditions from Buyer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.
- 7. Assumptions**
- The pricing breakdowns listed herein, if any, are for accounting purposes only and should not be considered as stand-alone prices.
 - All buyout items or labor included herein are subject to change at the time Honeywell places the order with the applicable vendors. Any adjustment in price and/or lead time will be reflected in a Change Order.
 - The purchase price is based upon laws, standards, codes and regulations in existence as of the Effective Date. Any changes in or to applicable laws, codes, and regulations affecting the cost of the Services shall be the responsibility of Buyer and shall entitle Honeywell to a Change Order.
 - Any references to testing obligations herein do not include any additional testing over and above that expressly defined herein.
 - Buyer will be responsible for all building and worksite conditions, as listed below or as more specifically set forth in this Agreement, at Buyer's expense. Any building modifications required to support or accommodate the Services, including beams or footers, are the responsibility of Buyer. Prior to the date the Products are to be delivered to the worksite or the Services are to begin, Buyer will ensure that any buildings on the site
 - are substantially complete, enclosed, dry and covered,
 - have temperature controls in place adequate to maintain the ambient temperature between 40 and 85 degrees Fahrenheit and
 - have adequate lighting available and operational,
 - are properly grounded, have 120 VAC, 60HZ 1 phase power available and operational,
 - if floors are to be sealed, have complete and cured sealing
 - have clear and permanent floor space available to receive, stage, store and preassemble the Products within 150 ft. of the receiving dock
 - have paved permanent exterior delivery access available with access to two dock doors with secured dock leveler/portable fork truck ramp for exclusive use by Honeywell,
 - are secure and

- ix. satisfy all additional requirements set forth in this Agreement.

Adequate interior space will be allocated for an office space for exclusive use by Honeywell. Buyer will provide a secure location for Honeywell to store its tools and equipment. Unless otherwise specifically set forth in this Agreement, the Products are designed to operate in a dry, humidity and temperature-controlled environment between 40 degrees and 104 degrees Fahrenheit. Buyer is responsible for maintaining such environmental conditions during installation and thereafter. Any adjustment to purchase price or schedule due to building or worksite conditions will be addressed in a Change Order.

- f. Honeywell is applying and integrating its offerings in accordance with the specifications, drawings, and functional sequences provided by Buyer in the tender documents. Honeywell is not acting as the Engineer of Record for the design of the overall system, and makes no representation as to whether the design, provided by others, is suitable for the purpose. Honeywell warrants that its offerings will function as documented in our proposal, data sheets, working drawings and other documentation supplied by Honeywell under this Agreement. Buyer is responsible for any and all works not expressly described herein, or within subsequent duly executed Change Orders Honeywell may, during its contracted work, rely on estimates, audits, and surveys conducted by Buyer, its Affiliates, or subcontractors. Buyer warrants the accuracy of such information and further accepts responsibility for any costs arising out of the provision to Honeywell of inaccurate data or information. Buyer is responsible for the work product and methods of their chosen subcontractors.
- 8. **Taxes.** Buyer acknowledges and agrees that Honeywell may elect to have portions of the Work accomplished through subcontractors but shall remain fully responsible for such subcontractor's performance and compliance with this Agreement. Any subcontractors performing Services shall have any licenses or other accreditations required by Applicable Law and shall either be covered by Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under Section 5. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any subcontractor with respect to the Work to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.
- 9. **Tax-Related Cooperation.** Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.
- 10. **Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16 and the other applicable provisions of this Agreement. Notwithstanding the annual price adjustment, and without limiting any other provision of this Agreement, Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement and/or price increases in order to mitigate and/or recover increased operating costs arising from or related to, but not limited to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). [Note this paragraph should be toggled between the OUTSIDE of EMEA Jurisdictions Version (including India) and the FOR EMEA JURISDICTIONS version] [FOR EMEA Version: Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Economic Surcharge shall not exceed 15% from the total Order value. Such Economic Surcharge does not apply if the Agreement is to be delivered upon within four (4) weeks after the Agreement has been concluded.] Honeywell will invoice Customer, through a revised or separate invoice, and Customer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this Section 16 shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination

thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

11. Offering Changes & Discontinuance. Except as expressly set forth in this Agreement, Honeywell has a policy of product improvement and reserves the right to change or discontinue, or charge additional Fees for new or improved features of functionality of, any Offering at any time without liability. Honeywell may, at its sole discretion, also make such changes to Offerings previously delivered to Buyer, including changes in the design, without obligation to make equivalent changes to any Offerings previously supplied to Buyer. Where Offerings have been discontinued, Buyer should consult Honeywell regarding availability of replacement parts, repairs, and associated charges. Honeywell will have no liability for discontinued Offerings.

12. Changes in the Work.

- a. Change Order is a written order signed by Buyer and Honeywell authorizing a change in the Work or adjustment in the Price or a change to the schedule.
- b. Buyer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Buyer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both Parties, if Honeywell submits a proposal pursuant to such request but Buyer chooses not to proceed, Buyer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.
- c. Honeywell may make a written request to Buyer to modify this Agreement based on the Buyer's action or inaction, receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Buyer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the Work, Price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the change, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or Price. Buyer will have five (5) business days to accept or reject the Change Order. If Buyer fails to respond within five (5) business days, the Change Order will be deemed accepted and Buyer shall extend the schedule and/or pay for the change in the Work. If Buyer and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be escalated to the VP of operations, general manager of the business, or business leader with similar responsibilities. If no agreement can be reached, it shall be escalated to the president for which the business resides. Any change in the Price or schedule resulting from such claim shall be authorized by Change Order. If Buyer rejects the Change Order, Honeywell shall not be obligated to perform the additional or altered Work.
- d. Honeywell may, without notice to Customer, incorporate changes to Products that do not alter form, fit, or function.

13. Time and Materials. Notwithstanding any other provision of this Agreement, Customer may request and Honeywell may agree to perform installation and maintenance services on a time-and-materials basis pursuant to this Section. The work shall be as agreed upon between the Parties and Honeywell shall invoice customer for the hours worked regardless of whether Buyer issues a Purchase Order. Buyer shall remain obligated to remit payment to Honeywell as described herein. Honeywell may revise its standard charges on not less than thirty (30) days prior written notice to Customer; provided, however, all work under this Section that is ordered by Customer shall be performed to completion at Honeywell's published rates in effect at the inception of the order. The Parties understand and agree that the minimum time charged to any Work requested or ordered under this Section is four (4) hours, payable at the rate published herein.

14. Independent Contractors. The Parties acknowledge that they are independent contractors and not the legal representative, agent, partner, employee, franchisee, joint venture or other representative of the other, and none of their respective employees, agents, or representatives shall be treated as an employee of the other for any purpose, including tax and social security coverage and withholding, or any employee benefits. Except as provided herein, neither party has

any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect whatsoever. Neither party shall hold itself out as, or represent to any third party that it is, affiliated with the other party in any way. Furthermore, nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Offerings.

15. Subcontractors. Any subcontractors performing Services shall have all licenses or other accreditations required by applicable law and shall either be covered by Honeywell's insurance or maintain their own insurance coverage at least equal to the insurance coverage required of Honeywell under this Agreement. Honeywell shall be solely responsible for paying subcontractors and for managing and coordinating their work. No contractual relationship shall exist between Buyer and any subcontractor with respect to the Offerings to be performed pursuant to this Agreement, and no subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement.

16. Delivery.

- a. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell will not be liable to Buyer or any third party for any damages or penalties whatsoever, whether direct, indirect, special or consequential (including liquidated damages in your contracts with your Buyers), resulting from Honeywell's failure to perform or its delay in performing, unless otherwise agreed in a signed writing by an authorized representative. Notwithstanding the foregoing, if Honeywell delivers a quantity of Product in excess of the quantity ordered by Buyer, or a type of product different than that ordered by Buyer, Buyer may return such excess or different Product to Honeywell within 60 days after invoice at Honeywell's cost for a full refund. Additionally, Honeywell shall bear the cost of redirecting shipments made to a location other than that set forth in the Purchase Order if caused solely by its error. Buyer is liable for any delays or increased costs incurred by Honeywell caused by Buyer's acts or omissions including all costs Honeywell incurs for redirecting shipments due to any incorrect information or address you or your representatives provide.
- b. **Delivery Charges.** Delivery terms for Products (excluding software and services) are (i) FCA (FCA Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all international shipments and (ii) Ex-Works Honeywell Dock for all domestic shipments.
- c. **Early Delivery & Future Delivery.** Honeywell will schedule delivery in accordance with its standard lead times unless the Purchase Order states a later delivery date or the parties otherwise agree in writing. Purchase Orders will be accepted with a future ship date of up to twelve (12) months from the date of order entry, unless otherwise agreed to by the parties. Honeywell reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order. Without imposing any liability on Honeywell in respect of any delays or for non-performance, if Buyer requests a delivery date for an Purchase Order within standard lead times that Honeywell accepts, Honeywell shall be entitled to assess an expedited freight fee on such Purchase Order. If Buyer does not accept delivery of shipment at any time, Honeywell reserves the right to store the product pending delivery, and Buyer shall be responsible for all costs associated with storage, insurance, re-delivery and associated logistics.

17. Working Hours. Unless otherwise stated, all labor and services under this Agreement will be performed during typical working hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or applicable typical working hours for the region in which the work is being performed), excluding federal holidays (in regions where applicable) ("Normal Working Hours"). If for any reason Buyer requests Honeywell to furnish any such labor or services outside of Normal Working Hours, any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Buyer.

18. Travel & Expenses. Travel and living expenses incurred by Honeywell personnel will be invoiced on a reimbursable basis, at actual cost plus a 10% processing fee and will be accompanied by reasonable and usual verification of costs incurred. Travel time for the assigned personnel will be based on the number of hours incurred traveling from each person's Honeywell office to the Buyer site/office (and return) and will be billed at the then-current labor rate.

19. Damage or Loss. Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Buyer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Buyer agrees promptly to pay or reimburse Honeywell for such loss.

20. Confidentiality. Honeywell may provide Buyer certain information during the performance or fulfillment of this Agreement that is not generally known, including financial information, trade secrets, know how, product data, samples, techniques, specifications, drawings, designs, design concepts, processes and testing methodologies (“Confidential Information”). All Confidential Information provided in connection with this Agreement shall remain the property of Honeywell, shall be used only for the purpose of furthering the matters contemplated by this Agreement and shall be protected as confidential by Buyer using the same degree of care as it uses to protect its own confidential information of a similar type, but no less than a reasonable degree of care, for a period of three (3) years following the date of disclosure. These obligations shall not apply to business contact information or other information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of Buyer, (b) already known to Buyer at the time of disclosure through no wrongful act of Buyer, (c) received from a third party without restrictions similar to those in this Section, or (d) independently developed by Buyer. Buyer may not disclose Confidential Information without the prior written consent of Honeywell, provided, however, that Buyer may disclose Confidential Information (i) to its Affiliates, employees, officers, consultants, agents, and contractors for the purposes of discharging this Agreement and complying with its legal obligations, and (ii) in response to a court order, government request, or other legally required request where it (A) provides Honeywell with sufficient notice and an opportunity to object to such disclosure (where possible) and (B) makes the disclosure subject to a protective order or other similar confidentiality restrictions. After termination or expiration of this Agreement and upon written request of Honeywell, Buyer will return or destroy all Confidential Information and all copies thereof, except for any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable.

21. Feedback. If Buyer provides any improvements, suggestions, information or other feedback concerning the Offerings (“Feedback”), then Buyer 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 Buyer’s Confidential Information or trade secret.

22. Software Products. All software made available in connection with this Agreement (“Licensed Software”) is limited to such products and/or location(s) as are specified in this Agreement or any order thereunder. All Licensed Software is licensed on a non-exclusive basis and are NOT sold. Licensed Software remains subject to the Terms and Conditions and any accompanying end user license agreement (“EULA”) provided with the Software. Honeywell may terminate any Software license for failure to comply with the terms of the foregoing.

- a. Should Honeywell, in its sole discretion, allow Distributor to sell SaaS Software pursuant to this Agreement, the Terms and Conditions, and those terms set forth in a separate specified exhibit shall control. For avoidance of doubt, in the event of a conflict between this Agreement or the Terms and Conditions of any such SaaS Software exhibit, the terms of such exhibit shall take precedence solely with respect to SaaS Software.
- b. Customer is responsible for ensuring that any distribution and use of Licensed Software to and by its customers or end user is subject to each customer or end user either directly accepting Honeywell’s EULA or entering into an agreement with Customer containing the same obligations and restrictions contained in the EULA. For avoidance of doubt, the EULA or any agreement Customer enters into with its customer or end user must be identical to or incorporate the current, approved Honeywell EULA governing license of or access to the Licensed Software, and Customer may not modify or accept modifications of the EULA without Honeywell’s express, prior written approval. All software made available in connection with this Agreement (“Licensed Software”) shall be licensed and not sold and subject to all terms of the Software License Agreement (as defined below). All Software is made available subject to the express condition that the end user of the Software sign and deliver to Honeywell the then-current and applicable version of Honeywell’s standard software license Agreement, end user license agreement (“EULA”), or a software license agreement otherwise satisfactory to Honeywell in its sole discretion (in each case, the “Software License Agreement”). Customer is responsible for ensuring that all Licensed Software provided to an end user under this Agreement is subject to the Software License Agreement. Notwithstanding any other provision of this Agreement or any other document or instrument, the terms of the Software License Agreement shall govern and supersede any inconsistent or conflicting terms to the extent relating to Software. Payment for any and all Software made available in connection with this Agreement shall be due and payable at the time the end user of the Software executes the Software License Agreement.

23. Embedded Software. Honeywell grants to Buyer a limited, worldwide (subject to Export/Import Control Laws), non-exclusive, non-transferable, non-assignable, revocable, object code license to software installed or embedded within a Product (“Embedded Software”) solely for use with such Product. Except to the extent set forth in any separate license

terms provided by Honeywell with such Embedded Software or as set forth in Section (b), in no event shall Buyer have any right to (or authorize or allow any third party to) copy, modify, distribute, sell, lend, rent, transfer, or convey the Embedded Software; grant any sublicense, lease, or other rights in the Embedded Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Embedded Software by any means; or take any action that would cause the Embedded Software or any portion of it to be placed in the public domain. In the event of a conflict between this Agreement and the terms of any Embedded Software license terms provided upon download or purchase, the relevant license terms shall control solely with respect to Embedded Software.

If Embedded Software is listed on a Purchase Order placed pursuant to this Agreement, the Embedded Software is limited to such Products and/or location(s) as are specified on the relevant Purchase Order. If Embedded Software is embedded in a Product listed on an Purchase Order (regardless of whether such Software is specifically referenced on the Purchase Order), Buyer may only transfer its license to the Embedded Software to a third party in conjunction with the sale by Buyer of the Product on which the Embedded Software is installed or embedded, provided that no proprietary information is removed from such Products with Embedded Software (including copyrights, patent marking, trademarks, or EULAs). Buyer is responsible for ensuring that any distribution and use of Embedded Software to and by its customers or end users is subject to each customer or end user entering into an agreement with Buyer containing the same obligations and restrictions contained herein. All Products with Embedded Software are licensed on a non-exclusive basis and are not sold. Honeywell may terminate any Embedded Software license for failure to comply with the terms of the foregoing.

24. Third Party Products. Except as expressly stated in this Agreement, any third party products, software, hardware or services ("Third Party Products") that Honeywell provides, installs or integrates as part of the Services are provided subject to the Third Party Product supplier's terms and conditions (including software license terms) in effect at the time such Third Party Products are delivered to Buyer. Honeywell has no liability with respect to the performance of such Third Party Products.

25. Limitation of Liability.

- a. IN NO EVENT SHALL HONEYWELL BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM HONEYWELL'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF HONEYWELL HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.
- b. ALL OFFERING CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION XX (LIMITED WARRANTY) OF THIS AGREEMENT. HONEYWELL SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY BUYER ON HONEYWELL PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL HONEYWELL BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.
- c. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF OFFERINGS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED [FOR PROJECTS: THE PURCHASE PRICE OF THE APPLICABLE PURCHASE ORDER FOR WHICH THE CLAIM ARISES] [FOR ALL OTHER OFFERINGS: THE LESSER OF (I) THE AGGREGATE PURCHASE PRICE PAID BY BUYER TO HONEYWELL FOR THE OFFERINGS GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE AND (II) \$XX.] ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.
- d. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.
- e. The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The parties agree that Honeywell's prices for the Offerings provided hereunder are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such

disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the parties.

26. Responsibilities. Buyer will: (a) promptly perform its obligations identified in the applicable SOW or Purchase Order; (b) promptly provide all information reasonably required or useful for performance of the Service prior to commencement of the Services, including reviewing and providing comments to any Honeywell submissions within 10 days after submission; (c) promptly give all notices to, make all filings or recordings with, and use its best efforts to obtain all consents, approvals, authorizations, certifications, clearances, consents, variances, licenses, registrations, qualifications, and permits from, any third party or instrumentality of government as may be required or appropriate in connection with the consummation of the Services, including such as may be required to facilitate the transfer of any amounts paid by Buyer hereunder to another country of Honeywell's designation; (d) designate a business contact and a technical contact to coordinate Buyer's personnel and act as a liaison; and (e) provide Honeywell with access to Buyer's systems and premises to the extent necessary during the performance of the Services (including site audits, site assessments and preparatory activities). If Buyer fails to perform any of Buyer's obligations, Honeywell will: (i) be excused from failure to perform any of Honeywell's affected obligations under this Agreement; (ii) be entitled to a reasonable extension of time, and a reasonable reimbursement of additional costs or fees incurred as a result; and (iii) not be responsible for any liability arising from such failure. Honeywell will use industry standard virus detection software designed to protect against viruses.

27. Acceptable Use. Buyer will use the Products in a commercially reasonable manner in accordance with any Documentation made available by Honeywell, as may be updated by Honeywell or the Product manufacturer from time to time. Buyer will not, and will not permit any person or entity to, use the Products (including any Embedded Software) for purposes of or in connection with: (a) distributing it in any manner not authorized by Honeywell; (b) modifying or tampering with it; or (c) interfering with its proper functioning. Any unauthorized use of the Products may result in termination or suspension of this Agreement or the right to use the Products. Buyer may not use the Products in any way that would reasonably be expected to cause liability or harm to Honeywell or third parties.

28. Warranty

a. **Warranty as Exclusive Remedy.** BUYER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY OFFERING SOLD IN CONNECTION WITH THIS AGREEMENT IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE OFFERINGS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

b. **Warranty Terms**

- i. **Product Warranty Terms.** Subject to compliance this Section, Honeywell warrants that the Products will be free from material defects in workmanship and materials for the relevant period of time published by Honeywell on the relevant Product website or in a separate Agreement between Honeywell and Buyer or, if no published or agreed period is identified, then at the time of delivery (the "Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. Honeywell's sole liability and Buyer's exclusive remedy, which shall be determined in Honeywell's sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The Warranty Period does not restart for replacement Products, and any replacement Products will only be warranted for the remainder of the original Warranty Period, if any.
- ii. **Procedure for Warranty Claims.** If, during the applicable Warranty Period, Buyer believes there is a defect in material or workmanship covered by the relevant Product warranty, Buyer must immediately discontinue use and notify Honeywell. Written authorization from Honeywell must be obtained prior to returning any Product(s) to Honeywell for warranty assessment. Return shipments and insurance must be prepaid by Buyer must be appropriately packed and must be made within

30 days after Buyer identifies or should have identified the defect. Upon receipt of any such Product during the applicable Warranty Period, Honeywell shall, at its expense, (i) examine the Product to verify the alleged defect or (ii) in Honeywell's sole discretion, credit Buyer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Buyer (at Honeywell's expense). Honeywell will credit Buyer for its return shipping costs for any defective Products, but Buyer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Honeywell a standard testing charge for any Products not found to be defective.

- iii. Services Warranty. Services shall be performed in a professional and workmanlike manner and are warranted for one (1) year from the earlier of (i) the date services are accepted or (ii) Buyer commences beneficial use (the "Service Warranty Period"). Honeywell's obligation and Buyer's sole remedy under this warranty is that Honeywell will correct or re-perform defective services or refund fees paid for the services, at Honeywell's sole election, if Buyer notifies Honeywell in writing of defective services within the Service Warranty Period. All services re-performed are warranted for the remainder of the original Service Warranty Period.
- iv. Buyer acknowledges and agrees that equipment or materials purchased by Buyer under this Agreement may contain, be contained in, incorporated into, attached to or packaged together with the products manufactured by a third party. Third party products are generally not covered by this Section and Honeywell makes no representations or warranties regarding any third party products. However, Honeywell shall, at Buyer's request, assign to Buyer any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Honeywell and provided as part of the Services, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in this Section.

c. **Warranty Exclusions & Procedures**

- i. **Warranty Exclusions**. THIS WARRANTY IS VOID WITH RESPECT TO ANY OFFERING THAT IS: (i) altered or repaired by anyone other than Honeywell's authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation or training; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Product (including damage during shipment back to Honeywell caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Honeywell's control, including Buyer's failure (or that of its customers) to apply required or recommended updates or patches to any Software or device in the Offering's network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.
- ii. **Technical Advice**. Any recommendation or assistance provided by Honeywell concerning the use, design, application, or operation of an Offering shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Honeywell. It is the Buyer's sole responsibility to determine the suitability of an Offering for use in Buyer's application(s). The failure by Honeywell to make recommendations or provide assistance shall not give rise to any liability for Honeywell.

d. **Warranty Disclaimer.**

- i. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ALL OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AS TO DEFECTS OR FUNCTIONALITY. BUYER BEARS ALL RISK AS TO OFFERINGS, AND HONEYWELL MAKES NO OTHER WARRANTIES IMPLIED OR ACTUAL REGARDING ANY OF ITS OFFERINGS AND DOCUMENTATION.
- ii. THE EXPRESS WARRANTIES OF HONEYWELL STATED HEREIN DO NOT APPLY TO PRODUCTS THAT ARE NORMALLY CONSUMED IN OPERATION OR WHICH HAVE A NORMAL LIFE INHERENTLY SHORTER THAN THE STATED WARRANTY, INCLUDING CONSUMABLE ITEMS (E.G., [AS APPLICABLE TO GBE: PAPER, RIBBONS, FLASHTUBES, LAMPS, BATTERIES AND STORAGE CAPACITORS]), AND SPARE PARTS NOT MANUFACTURED BY HONEYWELL. HONEYWELL MAKES NO WARRANTIES THAT ANY SOFTWARE, INCLUDING EMBEDDED SOFTWARE, WILL OPERATE IN CONJUNCTION WITH

ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS PURCHASED FROM HONEYWELL HEREUNDER (TO THE EXTENT SPECIFIED IN THE DOCUMENTATION). BUYER'S WARRANTY SHALL BE VOID IF BUYER USES COUNTERFEIT OR REPLACEMENT PARTS THAT ARE NEITHER MANUFACTURED NOR APPROVED FOR USE BY HONEYWELL IN ITS MANUFACTURED PRODUCTS, OR IF BUYER USES ANY OFFERING IN CONTRAVENTION OF THE ACCEPTABLE USE TERMS OF THIS AGREEMENT. BUYER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO PROVIDE ANY FORM OF CYBERSECURITY OR DATA PROTECTION RELATING TO THE OPERATION OF ANY PORTION OF THE OFFERING OR THE NETWORK ENVIRONMENT. BUYER FURTHER ACKNOWLEDGES THAT HONEYWELL HAS NO OBLIGATION TO GUARANTEE CONTINUED OPERATION AND FUNCTIONALITY OF THE OFFERING BEYOND ITS STATED WARRANTY PERIOD.

- iii. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR ANY EXPRESS GUARANTEES SET FORTH ELSEWHERE IN THIS AGREEMENT, HONEYWELL MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE (A) AS TO THE FUNCTIONALITY OF, EFFICACY OF, OR THE RESULTS OR OUTCOMES THAT MAY BE PRODUCED BY, ANY EQUIPMENT, SOFTWARE OR WORK PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT; (B) THAT ANY SUCH EQUIPMENT, SOFTWARE OR WORK WILL PREVENT, MITIGATE OR PROVIDE ADEQUATE WARNING OF OR PROTECTION AGAINST ANY PERSONAL INJURY, PROPERTY LOSS, BUSINESS INTERRUPTION OR OTHER DAMAGE; OR (C) THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.
- iv. HONEYWELL IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR ANY ISSUES, PROBLEMS, UNAVAILABILITY, DELAY OR SECURITY INCIDENTS ARISING FROM OR RELATED TO: (A) CYBERATTACK; (B) THE PUBLIC INTERNET AND COMMUNICATIONS NETWORK; (C) DATA, SOFTWARE, HARDWARE, SERVICES, TELECOMMUNICATIONS, INFRASTRUCTURE OR NETWORKING EQUIPMENT NOT PROVIDED BY HONEYWELL, OR ACTS OR OMISSIONS OF THIRD PARTIES NOT UNDER HONEYWELL'S CONTROL; (D) BUYER'S NEGLIGENCE, OR THE NEGLIGENCE OF ANY USER, OR THE FAILURE OF ANY BUYER OR USER TO FOLLOW PUBLISHED DOCUMENTATION; (E) MODIFICATIONS OR ALTERATIONS NOT MADE BY HONEYWELL; (F) LOSS OR CORRUPTION OF DATA; (G) UNAUTHORIZED ACCESS VIA BUYER'S CREDENTIALS; OR (H) BUYER'S FAILURE TO USE COMMERCIALY REASONABLE ADMINISTRATIVE, PHYSICAL AND TECHNICAL SAFEGUARDS TO PROTECT ITS SYSTEMS OR DATA OR FOLLOW INDUSTRY-STANDARD SECURITY PRACTICES.

29. Evaluation. Buyer's access to an evaluation, trial, or beta Offering, is limited to evaluating the Offering for Buyer's internal use during the time period stated, or if not stated, for 90 days ("Evaluation"). Additional restrictions may be listed in a Purchase Order 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).

30. Indemnification. In addition to any other Buyer indemnification obligations in this Agreement and to the extent permitted by law, Buyer will indemnify, defend, and hold Honeywell and its Affiliates, directors, employees and subcontractors (collectively, "Honeywell Indemnitees") harmless against allegations, claims, damages, settlements, fines and penalties and costs, including consultants and attorneys' fees (collectively, "Claims") arising out of the existence of mold or a Hazardous Substances or Mold at a Site (whether or not Buyer provides Honeywell advance notice of the existence and regardless of when the Hazardous Substance is discovered or occurs), Buyer's negligence or willful

misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Buyer's breach of its obligations or warranties under this Agreement or Buyer's infringement of any US third-party patent or copyright. In connection with these indemnification obligations, Buyer agrees to the following "Indemnification Procedures": (a) Buyer will be entitled to control the defense and Honeywell shall give prompt notice of any Claim; (b) at Buyer's expense, Honeywell will reasonably cooperate in defense of the claim including promptly furnishing Buyer with all relevant information within its possession or control; (c) Honeywell may participate in the defense at its own expense and through counsel of its choosing; and (d) Buyer may not enter into any settlement, assume any obligation, or make any concession without the prior written approval of Honeywell, which approval may not be unreasonably withheld, conditioned or delayed.

31. Compliance.

- a. **General.** Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the "Code of Conduct"), available at <https://www.honeywell.com/who-Honeywell-are/integrity-and-compliance>. Buyer further acknowledges and agrees that it shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting this Agreement, the Offerings (including their sale, transfer, handling, storage, use, disposal, export, reexport, and transshipment), the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under this Agreement, including filing all required reports relating to such performance (including tax returns), paying all filing fees and federal, state and local taxes applicable to its business as the same shall become due and paying all amounts required under the local, state and federal laws governing workers' compensation, disability benefits, unemployment insurance, and other employee benefits. This obligation further includes, but is not limited to, Buyer's confirmation of and agreement with the representations and warranties set forth in the following subparagraphs. Buyer will defend, indemnify and hold the Honeywell Indemnities harmless from and against any Claims arising out of Buyer's non-compliance with this Section and its subparagraphs, pursuant to the Indemnification Procedures of Section 29 (Indemnification).
- b. **Sanctions Compliance.** Buyer represents, warrants, that:
 - i. It is not a "Sanctioned Person," meaning any individual or entity: (i) named on a governmental denied party or restricted list, including: the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea, so-called Donetsk People's Republic, or so-called Luhansk People's Republic regions of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (iii) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.
 - ii. Relating to this Agreement and the transactions contemplated hereby, Buyer is in compliance with and will continue to comply with all economic Sanctions Laws administered by OFAC, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Buyer will not involve any Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.
 - iii. Buyer will not sell, export, re-export, divert, use, or otherwise transfer any Honeywell products, technology, software, or proprietary information: (i) to or for any Sanctioned Persons or to or involving Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Buyer will not source any components, technology, software, or data for utilization in Honeywell Offerings: (i) from any Sanctioned Persons or Sanctioned Jurisdictions or (ii) in contravention of any Sanctions Laws.
 - iv. Buyer's failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this Section. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.
- c. **Export and Import Compliance.** Buyer will not distribute, resell, export or re-export any Products, technical data, Software, plans, or specifications dealing with an Offerings ("Restricted Items"), or take any actions in relation to or in furtherance of this Agreement which are contrary to U.S. Department of State International Traffic in Arms

Regulations ("ITAR") or the U.S. Department of Commerce Export Administration Regulations ("EAR") or any other applicable export control, import control, and economic sanction laws and regulations of any country or countries (collectively, "Export/Import Control Laws"). Buyer acknowledges that Export/Import Control Laws may control not only the sale, resale, export and re-export of Products but also the transfer of other Restricted Items. Buyer agrees that it will not sell, re-sell, export, re-export or otherwise transfer any of the Restricted Items in any form, either directly or indirectly, in violation of any Export/Import Control Laws. Further, Buyer shall take no action that would cause Honeywell to be in violation of any Export/Import Control Laws. Buyer further acknowledges that U.S. Export/Import Control Laws (ITAR and EAR) include prohibitions against selling any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); prohibitions against sales of ITAR product to any country with which the U.S. maintains an arms embargo; prohibitions against sale of certain EAR-controlled product for China military end-use; and other restrictions. Buyer will immediately notify Honeywell and cease activities with regard to the transaction in question if it knows or has a reasonable suspicion that any Restricted Items may be redirected to other countries in violation of Export/Import Control Laws. Honeywell will apply for United States Government export authorizations required for delivery of any goods, services or technical data under this Agreement. Buyer will promptly provide all information required by Honeywell to complete the authorization application. Buyer will apply for all other necessary import, export or re-export approvals.

Honeywell will not be liable to Buyer for any failure to provide any Offering or other Restricted Item as a result of government actions that impact Honeywell's ability to perform, including:

- i. The failure to provide or the cancellation of export or re-export licenses;
- ii. Any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell's performance; or
- iii. Delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations.
- iv. If Buyer designates the freight forwarder for export shipments from the United States, then Buyer's freight forwarder will export on Buyer's behalf and Buyer will be responsible for any failure of Buyer's freight forwarder to comply with all applicable export requirements. Honeywell will provide Buyer's designated freight forwarder with required commodity information.

d. Anti-Bribery, Anti-corruption Laws.

- i. Honeywell International Inc. is subject to national and international laws prohibiting bribery and corruption. Because Honeywell International Inc. is a US company, its employees and Affiliates, as well as all consortium bidding partners and any third party acting on its behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.
- ii. Buyer certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct, which is available at <https://www.honeywell.com/who-we-are/integrity-and-compliance>, and the Honeywell Anticorruption Policy, which is available at <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>.
- iii. Buyer agrees that in connection with its activities under this Agreement, neither Buyer nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.
- iv. If Honeywell has reason to believe that the provisions of this agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including financial, legal, tax, accounting, operational, labor, and regulatory information. Buyer will retain and preserve all records and materials including invoice records, pertaining to the Offerings provided under this Agreement for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer.
- v. In the event that Honeywell determines, in its sole discretion, that the Buyer has engaged in conduct

that violates the Honeywell Anticorruption Policy or applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate this Agreement.

- vi. If Buyer learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise (a) Honeywell's Chief Compliance Officer, (b) any member of Honeywell's Integrity and Compliance Department or (c) the Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com). Buyer agrees to cooperate fully with any Honeywell investigation, audit or request for information under this Section.
- e. **EU WEEE Directive.** To the extent applicable, Buyer agrees to comply with the European WEEE Directive 2012/19/EU or any other applicable law or regulation concerning the financing and organization of the disposal of waste electrical and electronic equipment, including responsibility for (i) all costs and liabilities associated with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations. Buyer shall indemnify Honeywell for all such costs and upon reasonable evidence of Honeywell having to incur any such costs. Buyer shall reimburse Honeywell within thirty (30) days of receipt of an invoice regarding the same.
- f. **Audit.** Buyer agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit Buyer to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and Buyer will provide reasonable assistance to Honeywell to complete such audit.
- g. **Non-Compliance.** Buyer's failure to comply with this provision will be deemed a material breach of this Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all applicable laws, including Sanctions Laws, Export/Import Control Laws and anti-corruption laws, without Honeywell incurring any liability.

32. Intellectual Property.

- a. **Title to Intellectual Property.** No right, title or interest in Intellectual Property provided by Honeywell is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of Services or the Work, including but not limited to software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Honeywell in connection with the Agreement, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in this Agreement.
- b. **Title to Software.** Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software.
- c. **Data.** Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third-party devices or equipment by, the Services ("Input Data"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell's products or services. Buyer 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. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer or any data subjects. Buyer will, at Buyer's cost and expense, defend Honeywell and Honeywell's Affiliates, sub-contractors and licensors and hold Honeywell harmless from and pay or reimburse all awards or damages (including attorney's fees), arising out of claims by third parties related to possession, processing or use of Input Data in accordance with this Agreement. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy

terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's Confidential Information. Unless agreed in writing, Honeywell does not archive Input Data for Buyer's future use. Buyer consents to any transfer of Buyer's Input Data outside of its country of origin, except that Personal Data is subject to the Data Processing Terms.

- d. **Input Data.** Buyer retains all rights that Buyer already holds in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third party devices or equipment by, the Work ("Input Data").
- e. **Use of Input Data.** Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop Honeywell's products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and Applicable Law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and are Honeywell's confidential information. This Section shall survive termination of this Agreement.
- f. **Trademarks.** Buyer acknowledges that Honeywell is the owner of all right, title, and interest in, and to, its trademarks, trade names, service marks, logos and related designs associated with the Honeywell and the Offerings ("Trademarks"). Unless Buyer enters into a separate written agreement with Honeywell, it may not use the Trademarks or benefit from any goodwill associated with the same. This includes, but is not limited to, Buyer not (i) using any trademark, name, trade name, domain name, logo, or icon similar to or likely to cause confusion with the Trademarks; (ii) making any representation to the effect that the Trademarks are owned by Buyer rather than Honeywell; (iii) attempting to register Trademarks in any country or challenge Honeywell's ownership of the same; (iv) using any domain name incorporating in whole or in part the Trademarks; or (v) using any name, trade name, domain name, keyword, social media name, account name, identification, or mark that is confusingly similar to the Trademarks.
- g. **Intellectual Property Indemnification.** Honeywell will defend Buyer, its Affiliates and subcontractors against any third-party suit alleging that Buyer's use of the Offering (as provided by Honeywell) in accordance with this Agreement, directly infringes any United States third-party patent or copyright, and will pay for any final judgment awarded by a court of competent jurisdiction assessed against Buyer resulting from such suit; provided that Buyer promptly notifies Honeywell when it is apprised of the claim and provides complete authority, information, and assistance (at Honeywell's expense) as to the defense and disposition via counsel of Honeywell's choice. Honeywell will not be responsible for any compromise, settlement, attorneys' fees, expenses, damages, or costs incurred by Buyer without Honeywell's involvement and prior, written consent. Honeywell has no obligation or liability for claims arising out of the following: (a) Offerings made to Buyer's designs, drawings, or specifications; (b) use of Offerings in any process or in any manner not supported by the applicable Documentation; (c) combination or use of any Offering with materials not furnished by Honeywell; (d) use of a version of any Software other than the current version; (e) data Buyer provides; (f) Buyer's use of the outputs of the Offering; (g) any alteration, customization, or other modification of the Offering other than by Honeywell; or (h) damages based on a theory of liability other than infringement by the Offering. Further, Buyer agrees to defend, indemnify and hold the Honeywell Indemnitees harmless against any claim of infringement resulting from those circumstances set forth in subparagraphs (a)-(h) of this Section, as per the Indemnification Procedures of Section 29 (Indemnification). If a claim of infringement is made for which Honeywell has indemnification obligations or if Honeywell believes that such a claim is likely, Honeywell may, at its sole option and expense, (i) procure for Buyer the right to continue using the Offering or obtain a license to a reasonable substitute; (ii) replace or modify the Offering so that it is non-infringing; or (iii) in the case of Products and Software, require Buyer to return the Product (and terminate Buyer's license to the Software) in exchange for a credit of the purchase price or license fee, less reasonable depreciation and pro-ratio of license fees for Software use. Further, Honeywell may cease shipping Products and Software it believes may be subject to a claim of infringement without being in breach of this Agreement. If the final judgment assessed against Buyer is based on the revenue generated from the use of the Offering, as opposed to from the sale of the Offering by Honeywell to Buyer (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 Buyer to Honeywell for

the Offering that gave rise to the claim. This Section shall be subject to Honeywell's rights under Section 24 (Limitation of Liability). THIS PROVISION STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE, AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS OF IP INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS, IMPLIED, OR OTHER, ARE HEREBY DISCLAIMED.

- h. **Intellectual Property Protection.** No right, title or interest in Honeywell Intellectual Property associated with Services provided by Honeywell is transferred to Buyer under the Agreement, including Honeywell Intellectual Property existing prior to, or created independently of, the performance of the Agreement.

All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived, or developed in connection with the Agreement, including any Buyer suggestions, comments, or feedback regarding the Services, are the sole property of Honeywell and Buyer assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.

33. **Cybersecurity Services.** With respect to any cybersecurity-related Services, software, SaaS or related hardware ("Cybersecurity Services"), Honeywell may provide professional judgment, technical expertise, and advice regarding Buyer's cyber risk management program. As system performance and security are subject to multiple factors outside of Honeywell's control, Honeywell does not warrant or guarantee the Cybersecurity Services will prevent or mitigate any act or attempt to disrupt, misuse, or gain unauthorized access to any system or electronic facilities or operations that results in a loss, alteration or disclosure of data, system downtime or degradation or loss of operation or services relating to the Cybersecurity Services (an "Event"). Buyer agrees and understands that Honeywell cannot and does not, and that by working with Honeywell or using Offerings, Buyer may not prevent Events (either actual or attempted). Buyer agrees and expressly acknowledges that Buyer is responsible for its own cyber risk management program, including those responsibilities set forth in this section and in this Agreement, and must participate in Buyer's own defense and work with Honeywell to create a prioritized, flexible, repeatable, performance-based, and cost-effective process to identify, assess, and manage cyber risk throughout Buyer's enterprise. Honeywell shall have no liability in connection with any Event unless the Event was caused by defective Products, Software or Services provided by Honeywell, in which case Honeywell's sole liability and Buyer's exclusive remedy in respect of an Event is the replacement or repair of defective Products or Software, or re-performance of defective services under the applicable warranty in this Agreement.

Buyer represents and warrants that Buyer will (i) use commercially reasonable administrative, physical and technical safeguards to protect Buyer's systems, facilities, operations or data or follow industry-standard or other mutually agreed upon security practices; (ii) update to the latest version of relevant software and follow the current Documentation for the same; (iii) make no modifications or alterations to any hardware or software comprising the Cybersecurity Services without Honeywell's express written permission; (iv) designate 2 or more employees, executives, or agents (the "Contact Person(s)") who will respond to any Events and take recommended actions to mitigate harm to Buyer's network; (v) develop and adopt a written governance, risk and compliance policy or policies, approved by a senior officer or Buyer's board of directors (or an appropriate committee thereof) or equivalent governing body, setting forth Buyer's policies and procedures for the protection of its information systems and nonpublic information stored on those information systems (the "Cybersecurity Policy"); (vi) develop and adopt a written incident response plan ("IRP") that is exercised and/or practiced with key scenario driven evaluations on at least an annual basis; and (vii) provide Honeywell with copies of Buyer's Cybersecurity Policy, IRP, and business continuity or disaster recovery plans upon Honeywell's request.

34. **Cybersecurity Incidents.** Notwithstanding any other provision of the Agreement, (a) in no event will Honeywell be responsible or liable for protection against, or mitigation of consequences associated with, a Cyber Incident (as defined by the United States Computer Emergency Readiness Team) or other similar cyber-related events and/or attacks that may affect Buyer's site or systems, (b) Buyer is solely responsible for ensuring that its sites and systems are protected against such a Cyber Incident or other similar cyber-related events and/or attacks including, but not limited to, ensuring that all software is kept up to date, that all cybersecurity products used are compatible with one another and that any patches are correctly and appropriately installed, and (c) all remedial, reinstallation or update works provided by Honeywell, if any, as a result of or related to a Cyber Incident or other similar cyber-related events and/or attacks will be performed subject to additional fees for such work, plus applicable taxes, to be paid by Buyer to Honeywell (in addition to fees otherwise due under the Agreement).

35. **Remote Access.** Buyer agrees that Honeywell may provide some or all of the Offerings remotely using an

internet connection and may install additional software and related communication and/or diagnostic devices on Buyer's applicable systems (the "Systems") to enable such connection and/or remote work. Buyer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Buyer will enable and consents to internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of this Agreement.

36. Special Tooling and Data. Special Tooling includes, but is not limited to, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, other special equipment and manufacturing aids, and replacement items, now existing or created in the future, together with all related specifications, drawings, engineering instructions, data, material, equipment, software, processes, and facilities created or used by Honeywell in the performance of its obligations under this Agreement. Honeywell owns all Special Tooling, except to the extent an authorized representative of Honeywell specifically transfers title for any Special Tooling in writing to Buyer. Any transfer of title to Special Tooling does not include transfer of Honeywell's intellectual property used to create, or that may be embodied in the Special Tooling, other than a license to use the Special Tooling without modification.

37. DATA PRIVACY.

- a) For purposes of this Agreement,

"Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations;

"Data Controller" means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws).

"Personal Data" means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Buyer to Honeywell in relation to the use of the Services for the purposes of providing, improving, or developing Honeywell Products and Services.

Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer Personal Data to the other Party (including providing notice).

- b) To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.honeywell.com/us/en/company/data-privacy>. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.
- c) If Honeywell processes Personal Data on Buyer's behalf under this Agreement, Honeywell's Data Processing Agreement at <https://www.honeywell.com/us/en/company/data-privacy> apply.

38. Termination. Either Party may terminate this Agreement and any or all unperformed orders arising out of or related to this Agreement, by giving written notice to the other Party upon the occurrence of any of the following events:

- a. The other Party materially breaches this Agreement and fails to remedy the breach within thirty (30) calendar days after receipt of written notice that specifies the grounds for the material breach. Provided however, if the

breach cannot reasonably be cured within thirty (30) days, such Party shall not be in breach if such Party provides a reasonably acceptable plan and diligently pursues cure.

- b. The other Party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment; or
- c. Any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

In the event Buyer exercises its right to terminate under the provisions of this Section, Buyer shall remain responsible for payment of the portion of Work that has been performed as of the date of termination, as well as all associated costs. In the event Buyer attempts to terminate without providing sufficient time to cure as outlined above or terminates for other reason, Buyer shall be responsible for a termination fee of thirty percent (30%) of the total amount due under the Agreement in addition to all costs incurred and payment for all Work performed as of the date of the termination. Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either Party may be entitled to under this Agreement or in law or equity.

Honeywell may suspend or terminate performance under this Agreement at Buyer's expense if Honeywell determines that performance may cause a safety, security, or health risk.

39. Cancellation. This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

40. Automatic Renewals. This Agreement will automatically be renewed for consecutive terms of one year unless terminated by either party. To initiate the automatic renewal term, Honeywell will provide Customer an annual renewal letter at least sixty (60) days prior to the end of the initial term or such renewal term (as applicable), or unless terminated as provided herein. The renewal letter will update this Agreement to incorporate Honeywell's then-current General Terms and Conditions (available at <https://buildings.honeywell.com/us/en/support/legal/legal-documents-global>). To the extent Customer does not agree to the pricing or the then-current General Terms and Conditions set forth in the renewal letter, Customer must notify Honeywell within thirty (30) days after receipt in a manner consistent with the notification requirements in such letter. If Customer fails to provide such notice, either Customer's subsequent payment or Honeywell's commencement of work will be deemed acceptance of the updated pricing and then-current General Terms and Conditions. Customer acknowledges and agrees that any additional or contrary terms contained in any Customer purchase order or other agreement issued to Honeywell are not applicable to the services provided and are hereby rejected.

41. Insurance. Unless agreed otherwise, Buyer shall, at all times that this Agreement is in force and effect, provide and maintain, at a minimum, insurance with the following limits:

- a. Workers' compensation insurance as required by law for all employees; and Employer's Liability insurance in an amount not less than \$1,000,000 per accident/per employee. Such insurance shall provide coverage in the location in which the work is performed and the location in which the Customer is domiciled.
- b. Commercial general liability insurance, on an occurrence basis, including premises, products/completed operations, personal injury, and contractual liability, at a minimum combined single limit for bodily injury and property damage of \$5,000,000 per occurrence and in annual aggregate.
- c. Business automobile liability insurance, covering all owned, rented, leased, non-owned and hired vehicles used in the performance of the work with a combined single limit for bodily injury and property damage of \$5,000,000 per occurrence.
- d. "All Risk" Property and/or Cargo Insurance covering all of Customer's equipment, property and tools used in the services and property which is subject to the risk of loss provision (Shipping Terms, Title, and Risk of Loss) outlined in this Agreement. Such insurance shall cover all property at full replacement value.
- e. Professional Liability Insurance with a minimum limit of \$5,000,000 per claim providing coverage for Customer's errors and omissions in connection with the performance of Customer's services during and for a period of at least three years after completion of said services.

- f. Professional liability including technology errors & omissions insurance with a minimum limit of \$5,000,000 per claim providing coverage for errors, omissions, or negligence in connection with the performance of Customer's professional/technology based services or the failure of a technology product provided by Supplier to perform as intended, for a period of at least five (5) years after completion of said services or usable life of the product. The coverage required in the foregoing section (e) shall also include cyber liability coverage with computer network security liability and privacy liability coverage.
- g. Environmental Impairment/Pollution Legal Liability Insurance including coverage for contractual liability assumed in this Agreement with limits of not less than three million dollars (\$3,000,000) per occurrence and six million dollars (\$6,000,000) aggregate; and
- h. It is the responsibility of the Customer to carry any other insurance required by law in the territory, state or jurisdiction where services provided in this Agreement are to be performed.
- i. Buyer shall deliver certificates to Honeywell upon request. Such certificates must contain provisions requiring the insurance carrier to notify Honeywell at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum "A, VII" by AM Best or equivalent rating agency. In addition, all such policies shall name Honeywell as an additional insured and shall be primary and non-contributory to any insurance carried by or available to Honeywell. All insurance policies shall contain a clause or endorsement waiving all rights of subrogation against Honeywell.

42. Coverage.

- a. Buyer agrees to provide Honeywell access to all equipment covered by the Services to be performed by Honeywell under this Agreement, which is limited to the equipment expressly listed in each List of Covered Equipment contained in the associated SOW ("Covered Equipment"). Honeywell will be permitted, without liability, to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Buyer's representative.
- b. It is understood that Honeywell's repair, replacement, and emergency service obligations apply only to the Covered Equipment (if any and only to the extent expressly provided in the attached SOW). Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Buyer.
- c. Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell may provide such services at Buyer's request and at an additional charge.
- d. Honeywell may install communication or diagnostic devices and/or software to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and software and return the system to its original operation. Buyer agrees to provide, at its sole expense, connection to the Internet and switched telephone network for such devices and/or software.
- e. Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.
- f. This Agreement assumes that the systems and/or equipment included in the Covered Equipment are in maintainable condition. If repairs are necessary, in Honeywell's sole judgment, upon inspection or seasonal start-up or otherwise, repair charges will be submitted for approval to Buyer. Should these charges be declined, those systems and equipment will be eliminated from coverage under this Agreement and the price adjusted accordingly.
- g. In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. Honeywell is not responsible for any damages resulting from such alterations, modifications, changes, or movement.
- h. Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Buyer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.
- i. Maintenance, repairs, and replacement of equipment parts and components are limited to using commercially reasonable efforts to restore to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components, and/or parts that represent a betterment or capital improvement to Buyer's system(s) hereunder.

- j. Unless otherwise specified, Buyer retains all responsibility for maintaining local area networks, wide area networks, leased lines, and/or other communication mediums incidental or essential to the operation of the system(s) or equipment found included in the Covered Equipment.
- k. Buyer will promptly notify Honeywell of any malfunction in the system(s) or Covered Equipment covered under this Agreement that comes to Buyer's attention.
- l. Equipment covered under this Agreement that comes to Buyer's attention.

43. MISCELLANEOUS PROVISIONS.

- a. **Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification shall be in writing and duly executed by both Parties hereto. Any subsequent purchase order or other document unilaterally issued by Buyer shall not be binding unless duly executed by both Parties.
- b. **Joint Effort.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other.
- c. **Captions.** The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement or the intent of any provision contained herein.
- d. **Assignment.** Honeywell may assign or transfer this Agreement and assign its rights and delegate its obligations. Buyer shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Honeywell's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, Honeywell may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

Without limiting the generality of the foregoing, Honeywell may assign this Agreement and its rights relating to payment for sales made under this Agreement without Buyer's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Honeywell that precludes disclosure of any Buyer confidential information to any third party without Buyer's consent.

- e. **Severability.** If any provision of this Agreement is held to be void or unenforceable, such provision will be deemed stricken or modified to the extent necessary to make it lawful, and all other provisions of this Agreement shall remain in full force and effect.
- f. **No Waiver.** Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
- g. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- h. **Standards and Codes.** The latest edition or revision of any standards or codes referenced in this Agreement for performance of the Work shall apply, unless otherwise expressly set forth in this Agreement
- i. **Non-Assignment/Delegation by Buyer.** Buyer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Any attempt to assign or delegate in violation of this clause will be void. Honeywell may assign this Agreement or any or all of its rights under this Agreement, including, but not limited to, the right to assign receivables, without Buyer's consent.
- j. **Risk of Loss/Transfer of Title.** Risk of loss or damage to any goods provided under this Agreement (excluding software and services) passes to Buyer when Honeywell places the goods at Buyer's disposal at the

Honeywell dock ("Delivery"). Title to goods passes to Buyer upon Delivery, but Honeywell retains a security interest in such goods until full payment is received. Honeywell will schedule Delivery (and use commercially reasonable efforts to ship) in accordance with its standard lead time unless Buyer's order requests a later delivery date, or Honeywell agrees in writing to an earlier delivery date.

- k. **Notices.** Except for notices sent via e-mail (which are deemed received upon the receiving party sending a non-automated response confirming receipt of the notice), all notices under this Agreement shall be sent by certified mail (postage pre-paid and return receipt requested) or via a commercial overnight carrier (with written deliver confirmation) to the addresses and persons listed on the first page of this Agreement. All notices shall be deemed to have been received on the date evidenced by the receipt of delivery, or in the absence of such a receipt, within two (2) days after sending. For legal notices related to this Agreement send an additional copy to Honeywell at: 715 Peachtree Street NE, Atlanta GA 30308, Attn: General Counsel.
- l. **Survival.** Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration; provided, that all warranties and licenses granted by Honeywell to Customer pursuant to this Agreement shall terminate upon Honeywell's termination for Customer's default based on Customer's failure to pay Honeywell in accordance with this Agreement.
- m. **Custom Orders.** Special or custom orders ("Custom Orders") for products not listed in Honeywell's standard price list are non-cancelable. In the event of a cancellation of all or part of a Custom Order, Customer will be responsible for the full order.
- n. **Governing Law and Disputes.** All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties' relationship, rights and liabilities relating hereto, whether arising in contract or otherwise ("Dispute"), shall be governed by the laws of the State of ~~North Carolina~~Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of ~~North Carolina~~Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of ~~North Carolina~~Texas. Honeywell and Buyer expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

The Parties agree that the federal and state courts of ~~Mecklenburg-Harris~~ County, ~~North Carolina~~Texas shall be the sole and exclusive venue for any Dispute, and the parties hereby consent and submit to the jurisdiction for such venue. The parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. ~~The Parties agree that any Dispute proceeding in state court shall be litigated in the North Carolina Business Court in Charlotte, North Carolina to the fullest extent permitted by law.~~ The Parties shall seek ~~to designate redress of~~ any Dispute occurring after September 1, 2024 to the ~~North Carolina~~Texas Business Court ~~as a complex business case under § 7A-45.4 of the North Carolina General Statutes and/or an exceptional case under Rule 2.1 of the North Carolina General Rules of Practice~~, and they hereby provide their consent to and agree not to contest designation to such court. If designation to the ~~North Carolina~~Texas Business Court is denied or otherwise prohibited by law, the parties agree that any Dispute shall be litigated in ~~Mecklenburg-Harris~~ County ~~Superior District~~ Court or the U.S. District Court for the ~~Southern District of Texas~~Western District of North Carolina. Buyer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS AGREEMENT.

Before the Parties initiate any dispute resolution process other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the Dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either party may pursue resolution of the Dispute consistent with the other terms of this Agreement.

o. Hazardous Substances, Mold, and Unsafe Working Conditions

- i. Buyer has not received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold (each as defined below), either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the worksite location(s), or within furniture, fixtures, equipment, containers or pipelines in any of Worksite Location(s); or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.
- ii. Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Buyer, are appropriate for Buyer and the worksite location(s) with respect to avoiding or minimizing the potential for accumulation, concentration, growth or dispersion of any Hazardous Substance or Mold.
- iii. If any such materials, situations, or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the Work, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the Work until the area has been made safe by Buyer or Buyer's representative, at Buyer's expense. Honeywell shall have the right to terminate this Agreement if Buyer has not fully remediated the unsafe condition within sixty (60) days of discovery.
- iv. Buyer represents that Buyer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Buyer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.
- v. Buyer is responsible for the containment of any and all refrigerant stored on or about the premises. Buyer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.
- vi. Buyer will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing the COVID-19 pandemic as needed, as well as any applicable federal, state, and local laws regarding workplace safety. Buyer will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm.

p. Health and Safety

- i. Buyer is responsible for the containment of any and all refrigerant stored on or about the premises. Buyer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.
- ii. Buyer will maintain a safe workplace for performance of the Services onsite by Honeywell and will ensure that it has health and safety protocols in place addressing any applicable federal, state, and local laws regarding workplace safety. Buyer will ensure that its workplace is free of any recognized hazards that are likely to cause death or serious physical harm.
- iii. As used herein, "Hazardous Substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a site, or the environment: (a) any dangerous, hazardous or toxic pollutant,

contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a site, or the environment.

- iv. As used herein, "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

q. **Excusable Delays.**

- i. **Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any force majeure event. Force majeure is an event beyond the reasonable control of the non-performing party and may include but is not limited to:
 - 1. Delays or refusals to grant an export license or the suspension or revocation thereof,
 - 2. Any other acts of any government that would limit a party's ability to perform under this Agreement,
 - 3. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
 - 4. Pandemics, quarantines, or regional medical crises,
 - 5. The presence of Hazardous Substances or Mold, is actually delayed, or for any other period as the parties may agree in writing.

When performance is excused, Honeywell may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Honeywell will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Honeywell from third parties for Honeywell's internal use.

Should any part of the system or any equipment in each case that are related to the Work be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Buyer.

- ii. **COVID-19.** Notwithstanding any other provision of this Agreement, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the Parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its Work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.
- iii. **Buyer Delay.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Buyer-designated supplier, for Buyer's failure to timely provide information required for the Work, or any other delay caused by Buyer. If Buyer-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. Any Work that is delayed for more than three months or into the next calendar year by Buyer or events controlled by Buyer will be subject to an adjustment in price for any increase. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion.
- iv. **Company Delay.** Honeywell is not liable for any delays or increased costs caused by delays in obtaining parts, materials, equipment, services or software from a Company-designated supplier, for Company's failure to timely provide information required for the Work, or any other delay caused by, or within the control of, Company. If Company-caused delays occur, then the price, delivery dates, and other affected terms will be adjusted to reflect increased cost, delay, and other adverse impact suffered by Honeywell. For illustrative purposes only, and without limitation, events impacting price may include: (i) the cost of

steel, copper, or aluminum, (ii) the cost of any buy-out items including additional cost based on a fluctuation in currency exchange rate, (iii) the cost of mechanical installation or electrical installation labor required for on-site work and/or installation, and (iv) the cost of pre-building and storing equipment at Honeywell's sole discretion. In the event that a delay caused by the Company is ongoing for a period of time which is ninety (90) days or longer, Honeywell may provide notice to Company that it is cancelling any affected outstanding Buyer Orders or affected portion thereof.

- r. **Publicity.** Neither Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party, except that either Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a public disclosure related to this Agreement that is false or damaging to a Party, the aggrieved Party will have the right to make a public response reasonably necessary to correct any misstatement, inaccuracies or material omissions in the initial and wrongful affirmative disclosure without prior approval of the other Party. Neither Party will be required to obtain consent pursuant to this section for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. Notwithstanding the foregoing, Honeywell may list Buyer and its logo as a customer on Honeywell's website and in marketing materials.
- s. **Remedies.** Except where specified to the contrary, the express remedies provided in this Agreement for breaches by Honeywell are in substitution for remedies provided by law or otherwise. If an express remedy fails its essential purpose, then Buyer's remedy will be a refund of the price paid.
- t. **Third-party Beneficiaries.** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the Parties only and not for the benefit of any third-party
- u. **Non-Solicitation of Employees.** Except to the extent such restriction is prohibited under applicable law, Buyer will not solicit, nor enter in a consulting relationship with, any Honeywell employee who is involved in performing Services within 12 months after such person has completed their involvement unless such person responds to a general recruitment advertisement or campaign.
- v. **Headings.** The headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- w. **Counterparts.** The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one agreement. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.



City of Seabrook

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Tabulation Report RFP #2024-04 HVAC MAINTENANCE CITY OF SEABROOK - 2024-04 HVAC MAINTENANCE AT CITY HALL, PUBLIC WORKS, SEABROOK FIRE STATION, PINE GULLY WASTE WATER TREATMENT PLANT AND COMMUNITY HOUSE

This bid does not have responses

No ONLINE Submissions 05.16.24 10:00 AM
[Signature]



Agenda Briefing

Date of Meeting: June 4, 2024

Responsible Department: Police Department

Presenter: Rolf Nelson, Police Chief

Briefing Prepared By: Rolf Nelson

Strategic Focus Area:

General Information:

Consider and take all appropriate action on an Interlocal Agreement for Sharing Computer-Aided Dispatch Data with TxDOT at no cost to the City of Seabrook

Executive Summary / Background:

This item is a request to enter into an agreement between the City of Seabrook and the Texas Department of Transportation (TxDOT) to provide them with dispatch data.

Sharing of near real-time computer-aided dispatch data (“**CAD Data**”) with TxDOT should result in better overall traffic incident management by allowing faster incident assessment, response identification, and responder coordination in order to more rapidly clear a traffic incident.

This agreement is the result of the new Computer-Aided Dispatch system being implemented by the consortium later this year.

Funding / Fiscal Information:

This agreement will have no impact on the budget and requires no funding.

Supporting Materials Attached:

1. Interlocal Agreement

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Recommend approving the agreement.

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

STATE OF TEXAS §
COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT FOR SHARING COMPUTER-AIDED DISPATCH DATA WITH TXDOT

This INTERLOCAL AGREEMENT is entered into between the Texas Department of Transportation (“**TxDOT**”) and the City of Seabrook (“**Local Government**”).

Background

Chapter 791 and Texas Transportation Code Section 201.209 authorizes TxDOT and one or more local governments contract for the provision of a governmental function or service that each party is authorized to perform individually.

Sharing of near real-time computer-aided dispatch data (“**CAD Data**”) with TxDOT should result in better overall traffic incident management (“**TIM**”) by allowing faster incident assessment, response identification, and responder coordination in order to more rapidly clear a traffic incident.

TxDOT desires that Local Government provide CAD Data to TxDOT so TxDOT might better its response traffic incidents.

Therefore, TxDOT and Local Government agree as follows:

Agreement

1. SCOPE

1.1 Responsibilities of Local Government

- (a) Local Government shall develop its own or install TxDOT-developed scripts to allow for the transmission of CAD Data to TxDOT’s system.
- (b) Local Government shall identify roadway-related incident types for TxDOT for inclusion in the CAD Data transmission.
- (c) Local Government shall transmit the following CAD Data elements or equivalents to TxDOT to be used for detecting, monitoring, and managing traffic incidents, as well as to assist in analyzing traffic operations:
 - (1) Incident ID Number
 - (2) Incident Type
 - (3) Incident Location
 - (4) Incident Latitude and Longitude Coordinates (if available)
 - (5) Incident Call Received Time
 - (6) Unit Dispatched Time
 - (7) Unit Arrival Time
 - (8) Incident Cleared Time
 - (9) Incident Case ID (if available)
- (d) Local Government shall transmit select CAD data to TxDOT at 1- to 2-minute intervals, with updated incident data provided for active events.

- (e) Local Government is identified as the owner of the CAD Data used to transmit TIM information to emergency response personnel during a traffic incident. Local Government grants TxDOT the right to receive, use, and retain Local Government's CAD Data to assist in TxDOT's TIM efforts that are coordinated in a TxDOT Traffic Management Center ("**TMC**").
- (f) Local Government shall notify TxDOT if Local Government needs to temporarily or permanently cease transmission of data to TxDOT.
- (g) Local Government shall notify TxDOT in the event of a system breach that may result in a breach or intrusion of the receiving systems.

1.2 Responsibilities of TxDOT

- (a) TxDOT will not ask for data deemed "sensitive" according to Criminal Justice Information System ("CJIS") requirements. TxDOT will delete any sensitive data it inadvertently receives upon discovery.
- (b) Data received will be displayed on an internal Houston TranStar website for use by TxDOT and other responding agencies for detecting incidents, monitoring the progress of incidents, coordinating incident response with other incident responders, and the performance measurement of incident management activities.
- (c) TxDOT will store CAD Data received from the Local Government at Houston TranStar.
- (d) Information in TxDOT's possession is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("**the Act**"). If TxDOT receives an open records request seeking disclosure of information provided by Local Government, both parties shall comply with the Act and any other public records laws of the State of Texas. TxDOT will notify Local Government of the request as required by the Act so that Local Government may submit arguments for withholding the information from disclosure.
- (e) All databases, websites, and information display portals must be secure, only accessible to TxDOT and other responding agencies, and inaccessible to the general public.
- (f) TxDOT will notify the Local Government in the event of a system breach and cease system operations until the breach has been remediated.
- (g) TxDOT will use these data to detect incidents on its freeway systems, monitor traffic incident response, and measure traffic performance during incidents.

2. PAYMENT

No payments are to be made by either party under this agreement. Each party is fairly compensated by the considerations it receives under the agreement (e.g., TxDOT might clear traffic incidents earlier, Local Government can respond more effectively).

3. TERM

This agreement will become effective when all parties have signed it. The date of the agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This agreement will terminate five years from the date of the agreement unless otherwise terminated.

4. TERMINATION

This agreement terminates on the first occurrence of one or more of the following: (1) the end of the agreement term, (2) all obligations contained in this agreement have been satisfactorily completed, (3) mutual written agreement to terminate, or (4) 30 days following notice of one party to the other party.

5. AMENDMENTS

This agreement may only be amended by written agreement executed by both parties before the agreement is terminated.

6. REMEDIES

This agreement does not specify the exclusive remedy for any default. Either party may avail itself of any remedy existing at law or in equity, and all remedies will be cumulative.

7. NOTICES

All notices to either party must be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	TxDOT
James Kinateder ATTN: IT Director 1700 1 st Street Seabrook, Texas 77586	Texas Department of Transportation ATTN: Houston District Engineer 7600 Washington Avenue Houston, TX 77007

All notices will be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices be delivered personally or by certified U.S. mail, and the other party shall comply with that request.

8. LEGAL CONSTRUCTION

If one or more of the provisions contained in this agreement is for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provisions and this agreement is to be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. RESPONSIBILITIES OF THE PARTIES

Neither party is an agent, servant, or employee of the other party, and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

11. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

12. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Local Government

Date: _____ By: _____
signature

typed or printed name

typed or printed title

Texas Department of Transportation

Date: _____ By: _____
signature
Eliza C. Paul, P.E.
typed or printed name
TxDOT - Houston District Engineer
typed or printed title



Agenda Briefing

Date of Meeting: June 4, 2024

Responsible Department: Police Department

Presenter: Rolf Nelson, Police Chief

Briefing Prepared By: Rolf Nelson

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the approval of a proposal and Client Services Agreement (CSA) with Utility Associates, Inc. for police body-worn, in-car, and jail camera equipment and support for \$350,000.00 over a five (5) year agreement term with a \$140,000.00 initial one-time fee in the first year from the Crime District Fund (Fund 50) and authorize the City Manager to execute all necessary documents.

Executive Summary / Background:

In 2019, the City of Seabrook approved a five-year agreement with Axon Enterprises, Inc. to provide body-worn and in-car video capture and management services for the Seabrook Police Department at a cost of \$389,021.

Since the Axon agreement ends later this year, staff evaluated other solutions and concluded that Utility Associates, Inc. offers a body-worn and in-car solution with additional features not offered by our current provider. In addition, Utility will capture and manage our jail, sallyport, and lobby camera video for a total cost of \$350,000.00 for a five-year term (see attached offer letter).

If approved, the change over of equipment & video management systems would take 4 – 6 weeks according to Utility.

To avoid an interruption of services, the proposed change is requested no later than August 1, 2024.

Axon will release the City of Seabrook from the remainder of the agreement term and calculates an account credit of \$19,866.00 based on an August 1, 2024, termination date. The account credit will be used as needed by the Seabrook Police Department to purchase Taser products (Taser is a division of Axon).

Funding / Fiscal Information:

There is a one-time fee for initial costs of \$140,000.00. The proposed funding for this amount would be from the City's Crime District Fund.

50-501-5042 IT Software (Crime District)

The current fund balance is approximately \$1.5 million.

Supporting Materials Attached:

1. Utility Inc Letter
2. Client Service Agreement

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.



April 24, 2024

Chief Rolf Nelson
Seabrook Police Department
1400 Cook St.
Seabrook, TX 77586

SUBJECT: **Offer Letter**

Dear Chief Nelson,

Utility Associates, Inc. ("UA") is honored the Seabrook Police Department (your "Department") has selected UA to provide its Officers with UA's software and hardware solutions. UA takes great pride in its Law Enforcement Partnerships and looks forward to adding your Department to the growing family of Police Departments and Agencies who have deployed UA's solutions – the industry's smartest technology for first responders.

Please allow this Offer Letter to serve notice that UA agrees to the following provisions as part of the Client Service Agreement that your Department intends to enter into with UA:

1. **Services Agreement:**

- a. 32 EOS™ packages to support Officers
- b. 23 ROCKET™ packages to equip vehicles
- c. 1 TITAN™ package for camera monitoring capability
- d. 1 Interview Room package
- e. CAD Integration
- f. Period of agreement = Five (5) years from the Effective Date, as defined in the Client Service Agreement.
- g. Total price: covering the scope and quantities specified in this Offer Letter - Includes limited right to use all hardware, software licenses, UA device generated data storage/retrieval, warranty, support for a period of Five (5) Years for: \$ 350,000.00
- h. Attachment A - (Quote # 20240404-102225888) details of the scope of products and services included as well as associated pricing and quantities.

2. **Bill of Materials Included with the Offer:** As part of the annual subscription price for Five (5) years, the system will include the following:

EOS™ - Includes POLARIS™, Training and Configuration, Warranty and Technical Support with Unlimited UA Device Generated Video Storage and Download.

Every EOS™ package (Qty. 32) will include the following:

- a. One (1) EOS™ Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth Media Controller
- d. Seven (7) Retrofits of existing, Standard Uniform garments, to EOS™ ready status – *See, Section 1.1.6 of the Client Service Agreement, for Definition of Standard Uniform*
- e. POLARIS™ license for Video Management Software and Mapping Interface
- f. Unlimited UA Device Generated Download & Storage – Based on your Department's Retention Policy
- g. Smart Redaction Software License

- h. Installation and Training – Onsite and Online Training Included
- i. Full Warranty
- j. 24/7 Technical Support for the Life of the Client Service Agreement

ROCKET™ - Includes POLARIS™, Training and Configuration, Warranty and Technical Support with unlimited UA Device Generated Video Storage and Download.

Every ROCKET™ System (Qty. 23) will include the following:

- a. One (1) ROCKET™ Vehicle Control Unit, DVR, and Communications Hub
- b. One (1) Front and One (1) Rear Passenger ICV camera
- c. One (1) Battery Backup
- d. One (1) ODBII interface connection
- e. Vehicle Trigger sensors to support Crash, Weapon, Speed, Light Bar, and Door Activation
- f. POLARIS™ license for Video Management Software and Mapping Interface
- g. Unlimited UA Device Generated Download & Storage – Based on your Department's Retention Policy
- h. Smart Redaction Software License
- i. Installation, Validation, and Configuration – Onsite and Online Training Included
- j. Full Warranty
- k. 24/7 Technical Support for the Life of the Client Service Agreement

Each Interview Room (Qty. 1) will include the following:

- a. Interview Room Control Unit, DVR and Communications Hub
- b. One (1) Fixed Position Camera
- c. One (1) Wall-Mounted Microphone
- d. One (1) Illuminated Wall Switch to Initiate/Terminate Recording

Each TITAN™ (Qty. 1) will include the following:

- a. 24 x 7 x 365 monitoring of thirteen (13) of your Department's existing cameras
- b. 7-day historical access for review with clip functionality

3. **Additional Units – Post Agreement Execution:** Additional units, outside the scope of this Offer Letter, are subject to price increases, and will be quoted separately as requested of UA personnel.
 - a. Additional services quoted subsequent to this Offer Letter for service are quoted in 5-year increments.
 - b. Services added, will extend the current term of the Client Service Agreement to the end term of the most recent services added, regardless of quantities secured. Per unit pricing (5 Year / 60 month term) for additional scope / add ons are subject to the pricing breakout specified in the table below:

Per Unit Pricing for Additional Scope / Add Ons:	Quantity	Unit Price	Description
EOS™	1	\$4,750.00	HD body camera, camera mounting system either internal or external, media controller, POLARIS™, maintenance, support, configuration and installation.
ROCKET™ In-Car Video	1	\$9,650.00	ROCKET™ digital video system, in-car camera system, mobile router, vehicle automation triggers, cables, locker POLARIS™, maintenance, support, configuration and installation.
ALPR System Add-On per Vehicle	1	\$7,500.00	ALRP Processing unit, AI engine, API to customer supplied LEADS/NCIC database, Two (2) external mount cameras (color and IR) and cables, POLARIS™, maintenance, support, configuration and installation.
Interview Room	1	\$12,000.00	IOTRM digital video recording system, one (1) camera, one (1) microphone, one (1) illuminated wall switch to initiate/terminate recording, POLARIS™, maintenance, support, configuration and installation.
TITAN™ - Up to an 12 Additional IP Cameras	1	\$160.00 / yr / camera	Streamed 24x7x365 with 7 Day historical access for review with clip functionality
TITAN™ - Additional IP Cameras after Initial Lot of 25	1	\$195.00 / yr / camera	Streamed 24x7x365 with 7 Day historical access for review with clip functionality
On-Site Training (after implementation)	LOT	\$120.00 / hr	

4. **Installation Services:** Outside the scope of this Offer Letter, any additional units will be subject to the following Installation Service charges and fees.
 - a. Daily rate charges of \$1,750/day are applied at a minimum of two (2) days for installs of less than ten (10) vehicles, per scheduled visit.

- b. A charge for deinstallation of competitor equipment is assessed at a minimum of \$100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.
- c. On average, one (1) UA Field Engineer is capable of installing two (2) to three (3) basic ROCKET™ systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive in order to avoid any additional fees.
- d. Your Department shall be capable of receiving UA hardware within 4-6 weeks of your execution of the Client Service Agreement.
- e. Your Department agrees to maintain all UA hardware in a secure storage area until time of installation is coordinated by UA project management.

5. Client Service Agreement (CSA):

- a. The Client Service Agreement asserts 99% uptime with 24/7 technical support. This includes after hours call back on any issues requiring immediate attention. On/Off hour callbacks will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video and any troubleshooting needed while any users are on duty.
 - b. Details of the CSA are provided in Attachment (B).
6. **CAD Services:** UA will make reasonable concessions in supporting the successful integration of its services with your current CAD provider. UA has successfully integrated its products and services with many CAD providers in the marketplace and is confident in its abilities to integrate with your Department's provider.
- a. The success of an integration may be dependent on UA's ability to establish a working relationship with your current CAD provider. This is particularly relevant to CAD providers with whom UA has not previously completed an integration.
 - b. Prices quoted for CAD Services cover a standard scope of work for said services. Exceptions will be assessed on a per case basis and additional charges may apply.
 - c. UA utilizes various methods to transfer metadata information from your Department's current CAD provider and reserves the right, in its sole discretion, to determine the most effective method and approach for the accepting and transferring such metadata from your Department's CAD provider. UA shall use reasonable efforts to work with your Department's IT staff in making an assessment and decision related to the CAD Services.
 - d. While rare, certain CAD provider may resist sharing of information for the purposes of integrating and activating UA's products based on calls for service. Any additional fees assessed by the CAD provider, will be forwarded to your Department for prompt payment. These fees are between your Department and your CAD provider, and UA shall in no way be liable for any such costs, fees or other charges.
7. **Network Connectivity Via Smart WayPoint (Utility Access Point):** If included, your Department is responsible for maintaining power and internet connectivity to any provided Smart WayPoint(s). Your Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or (b) connecting the Smart WayPoint to its own network. Upon execution of the CSA, as part of the deployment process, a network assessment will be conducted of your Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, your Department should budget for an increase in their upload speed with their local carrier.
8. **Terms and Options for Payment of Services:** In consideration of the potential partnership between UA and your Department, UA would like to extend the following special payment terms for a five-year service term.



Installment Payment Schedule:

Payment 1: Due Upon Your Signature of CSA	\$140,000.00
Payment 2: Due Upon Year 1 Anniversary of Signing	\$52,500.00
Payment 3: Due Upon Year 2 Anniversary of Signing	\$52,500.00
Payment 4: Due Upon Year 3 Anniversary of Signing	\$52,500.00
Payment 5: Due Upon Year 4 Anniversary of Signing	\$52,500.00

Total: \$350,000.00

We are privileged to work with your Department on this project. Should you have any questions at any time, please feel free to call or email me at: 832-953-9849, Email: ccampbell@utility.com

Respectfully,

Clay Campbell, Business Manager

Offer Accepted by Authorized
Official of Department: _____

Title: _____

Date: _____

cc. Michael Nark, Chief Executive Officer
Amanda Havice, Chief Financial Officer



Client Service Agreement

INTRODUCTION

This “Service Agreement” defines the levels of service that the Seabrook Police Department (“Client”) will receive from Utility Associates, Inc. (“UA” or “Supplier”).

Purpose

The Client depends on IT equipment, software and services (the “System”) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client’s business.

This Service Agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the System.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This Service Agreement is between:

The Client:	The Supplier:
Seabrook Police Department	Utility Associates Inc.
1400 Cook St. Seabrook, TX 77586	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Key Contact: Chief Rolf Nelson 281-291-5609 rnelson@seabrooktx.gov	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This Service Agreement begins on April 30, 2024 (the “Effective Date”) and will run for the Term of the Service Agreement plus any extensions or renewals of such Service Agreement. The date indicated on an offer letter provided to Client by UA shall not function as an effective date.

It may be revised at any point by mutual written agreement of the parties, including if there are any changes to the Client’s system.

Equipment, Software and Services Covered

This Service Agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with the written agreement of both the Client and Supplier.

Item Type	Number of Items	Item Priority
Eos Camera	32 Supplied by Utility	1
Bluetooth Controller	32 Supplied by Utility	2
Holster Sensors	32 Supplied by Utility	2
Polaris	Unlimited Licenses Supplied by Utility	1
Rocket In-Car Video	23 Supplied by Utility	1
Interview Room	1 Supplied by Utility	1
Titan Camera Monitoring	1 Supplied by Utility (with 24 x 7 x 365 monitoring of 13 existing IP cameras) with 7 day historical review and clip functionality	2
Existing Uniform Retrofit	Qty. of 7, Standard Uniform Retrofits (see table 1.2.1 for definitions) to BodyWorn Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

This Service Agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This Service Agreement does not apply to:

- Any equipment, software, services or other parts of the System not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this Service Agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the System's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.



This Service Agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the System used by the Client. This Service Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided System as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Service Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up.



Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Service Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "Polaris™", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the "Service". Subject to Client's payment of the applicable fees and Client's compliance with the terms of this Service Agreement, Client, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Client's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Client Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Client Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by written agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Service Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate,



change and/or delete User Logins of Licensed Users who have violated this Service Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Service Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this Service Agreement upon thirty (30) days written notice to UA. During the term of this Service Agreement, if UA upgrades the version of the Services Client is using under this Service Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a prorated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "prorated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's Eos Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the Service Agreement, UA will furnish the following allotments and services within 90 days of the Effective Date. Such allotments and services may no longer be available after the expiration of the 90-day period, subject to UA's discretion.



a. Retrofits of existing uniforms. A quantity of seven (7) standard uniform garments, per Eos camera purchased, will be modified to Eos ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear Service Agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (ii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to Eos ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (ii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive Eos standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.
- (iv) Annual Warranty and Support Fee of \$300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of Eos ready uniform retrofitting

1.2.1 Uniform Retrofit Pricing Schedule. Prices effective May 2023.

a. Eos - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, Eos Ready	\$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, Eos Ready	\$23

Blauer 343, 343R	Traffic Safety Vest, Eos Ready	\$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, Eos Ready	\$23
Spiewak	Carrier Vest Mount, Eos Ready	\$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. Eos **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	\$53
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	\$5
Pair	\$6
Name Tape - Includes Embroidery and Velcro	\$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Service Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement ("EULA"), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Service Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Service Agreement. All rights not expressly granted hereunder are reserved to UA.

2.4 Client Data Ownership and Retention. The System captures, generates and creates images, video and other related media ("Data"). Except as otherwise stated herein, Client shall retain all right, title and interest in Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client Data"). Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data. Client shall implement a record retention and classification policy for managing and, as applicable, storing Client Data. The default retention period for Data shall be twelve (12) months from the Data's date of capture, generation or creation after which time it shall be deleted. UA reserves the right, in its sole discretion, to transfer Data and Client Data into archival storage without notice to the Client after three (3) or more months from the date of such Data's or Client Data's capture, generation, or creation. Client's access to Data and Client Data in archival storage may be delayed up to 24 hours from the time of Client's request for access. Any amendment or modification of this Section by the parties may result in the imposition of an additional fee or charge which shall be the responsibility of the Client.

2.4.1 ALPR Data. Vehicle detection data created and/or generated by the System's Automated License Plate Reader ("ALPR") functionality shall be a separately defined and classified type of Data ("ALPR Data"). Client shall retain all right, title and interest in ALPR Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client ALPR Data"). Client shall implement a record retention and classification policy for managing and, as applicable, storing Client ALPR Data. Client shall also implement a record retention policy for the management of ALPR Data. Prior to the implementation of Client's ALPR Data retention policy, the default retention period for ALPR Data shall be twelve (12) months from the ALPR Data's date of generation or creation after which time ALPR Data shall be deleted.



- 2.4.2 ALPR Data Sharing. ALPR Data shall be made available to other law enforcement agency clients under contract or agreement with UA within Client's state ("Other LEAs"). Client shall similarly have access to ALPR Data created and/or generated by Other LEAs within Client's state. Access to additional, out-of-state ALPR Data may be provided upon Client's request and Other LEA's acceptance.
- 2.4.3 ALPR Data Sharing Consent. Client, in its sole discretion, hereby grants Other LEAs a limited right to access and use its ALPR Data as authorized, defined and/or restricted by any applicable federal, state and/or local laws, regulations and/or policies. Other LEAs may grant a limited right to Client to access and use their own ALPR Data which Client shall access and use in full compliance with any applicable federal, state and/or local laws, regulations and/or policies. Client may restrict access to its ALPR Data and restrict its access to Other LEAs' ALPR Data at any time by submitting written notice to UA. UA shall restrict access to Client's ALPR Data and Client's access to Other LEAs' ALPR Data no later than five (5) business days after receipt of such notice from Client.
- 2.4.4 ALPR Data Indemnification. Client agrees to indemnify and hold harmless UA against any damages, losses, liability, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Client's sharing, use or access of ALPR Data in connection with its use of the System including, but not limited to, any claim that such action violates any applicable federal, state and/or local law, regulation and/or policy or third party right.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). Client shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Client shall reimburse UA for the amount of any such Taxes. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the Service Agreement. All equipment issued, including Eos™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial Service Agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational



maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Service Agreement and to perform its obligations under this Service Agreement; (b) the execution and performance of this Service Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Service Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. Client's sole and exclusive remedy for defects, errors or malfunctions of the Software as a Service shall be a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CLIENT ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CLIENT RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CLIENT'S NEEDS.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term “Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Client without violating any of its obligations under this Service Agreement.

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Service Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Service Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Service Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Service Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c)



any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Service Agreement and for a period of five (5) years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF



SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS SERVICE AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICE AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Service Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional Five (5) years (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Service Agreement in the event that:

- (a) the other party breaches any material obligation, warranty, representation or covenant under this Service Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,
- (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client's or Licensed User's access to the Service. Upon termination or expiration of this Service Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Service Agreement or expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Service Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Service Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Service Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Service Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Service Agreement shall be brought in the courts, state and federal, located in Dekalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS SERVICE AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE



PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Service Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Service Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. Except for Changes, as set forth in Section 1.1.3, which shall not require the mutual written authorization of the parties hereto, all amendments or modifications of this Service Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Service Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Service Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Service Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Service Agreement.

9.8 Severability. If any provision of this Service Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Service Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Service Agreement. This Service Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Service Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Service Agreement as of the date set forth below. All signed copies of this Service Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: _____

Title: _____



Date:

Signed on behalf of The Supplier:

Signed:

Name:

Title:

Date:



Agenda Briefing

Date of Meeting: June 4, 2024

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the approval of funding signage for the hotels and motels through the Hotel Occupancy Tax (HOT) funds for marketing hotel and motel uses on or near SH 146 through the Texas Department of Transportation (TXDot) logo sign program with Lone Star Logos under "Lodging" designation in an amount not to exceed \$33,600 in the first year as an eligible expenditure to pay for advertising that attract visitors.

Executive Summary / Background:

This item was previously discussed by City Council on April 2, 2024 and staff was tasked with determining the Hotel Occupancy Tax (HOT) fund and feasibility of the expenditure moving forward. During this time, staff and council liaison also met with Hotel Managers to receive input on the program.

Hotel Occupancy Tax Fund

\$4,290.00/ annual fees per hotel for main lanes and ramps in both directions
\$ 550.00 one time fee for printing and installation

If the program is approved mid year, it is prorated

Funding / Fiscal Information:

This would be an eligible expense.

Hotel Occupancy Tax Fund

\$4,290.00/ annual fees per hotel for main lanes and ramps in both directions
\$ 550.00 one time fee for printing and installation

If the program is approved mid year, it is prorated

Supporting Materials Attached:

1. Hotel Occupancy Tax FY2024
2. Seabrook Hotels and Motels

Prior Action / Review by Council, Boards, Commissions:

Discussion Item 4-2-2024 : No Action

Staff Recommendation:

**CITY OF SEABROOK
2023-2024 BUDGET**

DEPARTMENT 150 - HOTEL/MOTEL

	BUDGET												
	OCT 23	NOV 23	DEC 23	JAN 24	FEB 24	MAR 24	APR 24	MAY 24	JUN 24	JUL 24	AUG 24	SEP 24	TOTAL
150-3010 SALARIES	9,338	9,897	11,826	9,338	9,338	9,032	9,529	12,059	9,571	12,059	10,626	11,772	124,385
150-3011 EDUCATION INCENTIVE	0	0	0	0	0	0	0	0	0	0	0	0	0
150-3012 OVERTIME	0	0	0	0	0	0	0	0	0	0	0	0	0
150-3014 CAR ALLOWANCE	408	339	332	379	295	414	386	386	339	293	385	546	4,500
150-3015 CONTRACT LABOR	0	0	0	0	0	0	0	0	0	0	0	0	0
150-3100 FICA	740	785	740	740	740	1,110	755	759	759	759	1,138	835	9,860
150-3110 RETIREMENT	1,550	1,643	1,550	1,550	1,550	2,325	1,582	1,589	1,589	1,589	2,383	1,748	20,648
150-3120 INSURANCE	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,941	23,285
150-3130 WORKERS COMP	96	133	0	0	0	20	0	0	0	0	0	0	249
150-3150 GIFT/APPRE CERT	50	50	0	0	0	0	0	0	0	0	0	0	100
150-3350 UNEMPLOYMENT BENEFITS	0	0	0	0	0	0	183	0	0	131	0	190	504
TOTAL PERSONNEL	14,123	14,787	16,388	13,948	13,864	14,841	14,375	16,733	14,198	16,771	16,472	17,032	183,531
150-4010 OFFICE SUPPLIES	19	155	46	37	39	28	8	127	9	0	0	32	500
150-4011 POSTAGE	0	0	0	0	0	194	0	0	0	0	0	806	1,000
150-4150 SMALL EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL SUPPLIES	19	155	46	37	39	223	8	127	9	0	0	838	1,500
150-5010 ADVERTISING	649	96	8,606	3,028	225	390	5,304	724	2,490	2,064	1,363	20,561	45,500
150-5020 DUES & SUBSCRIPTIONS	767	2,349	212	381	383	2,787	2,264	771	234	516	288	1,701	12,653
150-5030 RENTALS & SERVICE AGREEMENT	0	2,829	20	20	1,335	56	12,448	125	10,686	5,062	13,593	576	46,750
150-5042 IT SOFTWARE	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5175 JANITORIAL SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5227 PROF FEES - CONSULTING	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5229 PROF FEES - GRANT WRITING	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5293 ARTS & HISTORICAL	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	25,400
150-5294 CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5295 FUTURE DEVELOPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5296 VACATION & LEISURE SHOW	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5300 TRAVEL & CONFERENCE	0	560	220	390	686	69	571	1,154	465	1,714	0	1,171	7,000
150-5330 INSURANCE	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5400 TELEPHONE	12	61	148	366	90	156	131	133	128	124	129	521	2,000
150-5410 UTILITIES	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5464 SALTWATER DERBY	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5465 MISCELLANEOUS	231	(96)	4	0	185	28	40	26	30	227	0	76	750
150-5466 EVENTS	20,880	74,329	6,674	63,359	5,892	3,030	0	1,605	1,010	7,707	5,641	373	190,500
150-5467 SEABROOK FEST EXP-HOT	32,788	9,929	1,769	134	46	32	10	218	0	0	0	75	45,000
150-5468 SEABROOK FEST EXP-CITY	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5475 COUNCIL CONTINGENCY	0	0	0	0	0	0	0	0	0	0	0	0	0
150-5616 ECO-TOURISM	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL SERVICES	57,443	92,173	19,770	69,796	10,959	8,664	22,885	6,872	17,159	19,531	23,131	27,171	375,553
150-6010 AUTOS & TRUCKS	0	0	0	0	0	0	0	0	0	0	0	0	0
150-6020 EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0
150-6035 FACILITITES/PARKS	0	0	0	0	0	0	0	0	0	0	0	0	0
150-6039 SIGNAGE	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	71,585	107,115	36,204	83,781	24,862	23,727	37,268	23,732	31,365	36,302	39,603	45,041	560,584

612,203 Forecasted Revenues FY2024

\$51,619.00 Forecasted Surplus FY2024

CITY OF SEABROOK

	<u>Hotel/Motel</u>	<u>Address</u>
1.	Captains Inn	2901 E NASA
2.	Comfort Suites Best Western	5755 Bayport
3.	Hampton	3000 NASA
4.	Holiday Inn Express	2710 E NASA
5.	Kemah Edgewater	3636 E NASA
6.	Quality Inn	2720 NASA
7.	Springhill	2120 NASA

June 2024

June 2024							July 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	7	1	2	3	4	5	6
9	10	11	12	13	14	8	8	8	9	10	11	12	13
16	17	18	19	20	21	15	14	15	16	17	18	19	20
23	24	25	26	27	28	22	21	22	23	24	25	26	27
30						29	28	29	30	31			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3	4 6:00pm Regular City Council Meeting (City Hall 1st Floor)	5	6 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	7	8
9	10	11 6:00pm Special City Council Meeting (City Hall)	12	13 6:00pm Seabrook Economic Development Board of Directors Meeting	14	15
16	17	18 6:00pm Regular City Council Meeting (City Council Chamber)	19 8:00am	20 5:30pm HCMCA Port Dinner & Tour (San 6:00pm Seabrook	21	22
23 Texas Outlaw Challenge (Cle	24	25	26	27	28	29
30	Jul 1	2	3	4	5	6

July 2024

July 2024							August 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	4	5	6	7	1	2	3
14	8	9	10	11	12	13	11	12	13	14	15	16	17
21	15	16	17	18	19	20	18	19	20	21	22	23	24
28	22	23	24	25	26	27	25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1	2 6:00pm Regular City Council Meeting (City Hall 1st Floor)	3	4 8:00am 4th of July Kids' Parade	5	6
7	8	9	10	11 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	12	13
14	15 Semi-annual Campaign Finance Reports Due (City Secretary's Office)	16 6:00pm Regular City Council Meeting (City Council Chamber)	17	18 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	19	20 9:00pm Movie Night at Meador Park (Meador Park)
21	22	23 6:00pm Special City Council Meeting (City Hall)	24	25	26	27
28	29	30	31 6:00pm Special City Council Meeting (City Hall)	Aug 1	2	3