

DEV TOOLS LICENSE AGREEMENT

Version 1.0

IMPORTANT NOTICE, PLEASE READ CAREFULLY. This Dev Tools License Agreement (this “**Agreement**”) is a legal agreement between the business entity using the DevTools (“**User**”) and Honeywell International Inc. (“**Honeywell**”) (collectively, the “**Parties**” and each a “**Party**”), which sets forth the rights and obligations governing use of the DevTools (defined hereafter) and related documentation (“**Documentation**”). This Agreement takes precedence over any other terms and conditions, documents or agreements between the Parties solely in relation to the DevTools.

By clicking “Accept” and/or using the DevTools and Documentation, you, as the person using this DevTools on behalf of the User, represent: (1) that you have read this Agreement and (2) you have the authority to agree to the terms of this Agreement On behalf of the User. If you do not have authority to enter into this Agreement on behalf of User or do not agree to its terms, DO NOT click “ACCEPT” or use the DevTools or Documentation.

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

2. Limits and Restrictions. User and its Developer(s) agree that access to, and use of, the DevTools is subject to the following limitations: (a) to the extent specified and required in an Order Form, during the Term (defined below), User must maintain an active SaaS subscription to a Honeywell SaaS offering (the “**Honeywell Offering(s)**” or “**Offering(s)**”) To the extent a User’s Offering subscription) ends or is terminated, User and its Developer’s use of the related DevTools will also immediately terminate at such time; (b) the limits of User and its Developer’s use of the DevTools and/or the Dev Products (“**Usage Metrics**”) are set out in the Order Form and/or Documentation; and (c) User and its Developers must follow the access and usage requirements and recommendations provided in the DevTools Documentation.

3. License. Subject to payment of agreed fees and strict compliance with the terms of this Agreement, Honeywell grants User a personal, revocable, non-exclusive, non-assignable, non-transferable license to download, install, use and perform the features and functions of the DevTools, and print and display their documentation (collectively, the “**Dev Rights**”) solely for the purposes of allowing User and its Developers to create and use: (a) software or physical products that can be integrated with Honeywell Offerings provided in an Order Form; or (b) software designed to place an authorized number of requests, such as a login, query, calls, or operating commands, to a Honeywell server or product (“**Calls**”) in order to access, retrieve, display, manage or optimize content related to Honeywell Offerings (the “**Dev Products**”). Except for those rights expressly granted in this Agreement, Honeywell and its Affiliates and licensors own and reserve all intellectual property rights in and to the DevTools, the Documentation and all of their derivative works, modifications and improvements (except for the Dev Products). The Documentation, DevTools and operation and performance of the DevTools constitute Honeywell’s Confidential Information.

4. Account Access; Subscription License. User acknowledges that the Dev Rights are being licensed on a recurring subscription basis, subject to this Agreement, and any additional terms and conditions that may be agreed upon in a signed contract between User and Honeywell or separate contract with an authorized third-party provider (a “**Provider Contract**”). Honeywell is not a party to any such Provider Contract and shall not be liable for any damages whatsoever in relation to any dispute related to any such Provider Contract, including, but not limited to, payment obligations, the automatic renewal of the relevant subscription term, or termination of User’s subscription. User further acknowledges and agrees that (i) the Dev Rights is subject to payment of the relevant fees to Honeywell or its third-party provider (“**Provider**”), and (ii) Honeywell will have no liability whatsoever to User to the extent Honeywell cuts off access to the DevTools due to User’s failure to pay or a failure to pay by User’s Provider.

5. Developers. User, its employees, and any party approved by Honeywell in writing in accordance with this Section, accessing the DevTools on User’s behalf (collectively, “**Developers**”) may exercise the Dev Rights, provided that, User must bind them to this Agreement and User is responsible and liable for its Developers’ compliance with this Agreement, including any of their acts and omissions. User authorization credentials for access the DevTools will be assigned only by Honeywell for use by Developers. Once User’s authorization credentials are assigned, User is responsible to ensure the following is in place within its organization to manage Developer access and use of the DevTools: (a) User must create unique ClientIDs for Developer access to the DevTools, ensure access is only enabled through the authorization

credentials and its ClientIDs, and maintain confidentiality and secrecy of such credentials; (b) ensure log-in credentials are secured and only accessed and used by Developers within User's authorized and authenticated company systems; (c) only create and share authorized credentials with User employees who have a need to know; (d) maintain logs and management tools to confirm each Developer is in compliance with all credentialed access; and (e) immediately discontinue and delete any log-in credentials and passwords once a Developer no longer needs or is permitted to have access, including upon a DevTool termination or suspension. User shall not share any authorization credentials with any third party except to Developers who are contractors with Honeywell's prior written approval who are bound in writing to maintain the secrecy of the authorization credentials and to access and use the same solely to perform work for User. In the event the authorization credentials become lost, stolen, or compromised by any known or unknown means, User shall immediately contact Honeywell and follow the instructions provided by Honeywell to invalidate the impacted authorization credentials. User is responsible to follow all DevTools set up and use requirements in accordance with Honeywell's data sheets and documentation, including using only one set of keys per a single application, not embedding keys in source code or repositories, confirming the key rotation policy is followed, and deleting keys when no longer in use. Honeywell also recommends that User add expiration dates to its credentials and keys for more robust security. User and Developers understand and agree that Honeywell is unable to retrieve expired credentials. User may not resell Dev Rights or permit third parties (except affiliates or User third-party Developer contractors as provided in this section) to be Developers or make copies of the DevTools (except for single use back up purposes) except as agreed by Honeywell in writing. Honeywell has no responsibility with respect to actions or inactions of User or Developers.

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

7. Support. Unless agreed otherwise in writing in this Agreement, Honeywell will provide support for the DevTools similar to the subscribed Offering User has purchased from Honeywell, otherwise no support is provided for the DevTools or the Dev Products. To continuously improve Honeywell's Offerings, Honeywell may make future changes to the Honeywell DevTools and reissue the DevTools' instructions, documentation or guidance. Some changes may require redevelopment work by Developers to ensure compatibility and functionality, and Honeywell is not responsible or liable for such work, or any costs or performance related thereto. For APIs, Honeywell may provide reasonable advance notice of changes, including through updates to documentation or through Honeywell Offerings, that require Developer redevelopment work or changes.

8. Security. User agrees to operate the User Dev Products and any other use of the DevTools in a secure manner. User agrees to use reasonable security measures to protect its Developer credentials and the data accessed through the DevTools. User will permit Honeywell reasonable access to the User Dev Products for purposes of monitoring User's compliance with these DevTools Terms and User will respond to any questions regarding the same. Honeywell may restrict or terminate access to the DevTools or perform an audit if User fails to provide adequate information and

materials to verify User's compliance with the DevTools Terms. User must have a process to respond to any vulnerabilities in the User Dev Products. In the event of a data breach by User resulting from User's use of the DevTools, User will promptly contact the Honeywell Product Security Incident Response Team at PSIRT@Honeywell.com and provide details of the breach. User will not make public statements about such breaches without the prior written permission from Honeywell.

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

10. Term, Suspension. "Term" is the subscription term set forth in the Order Form. Unless earlier terminated, these DevTools Terms continue for the Term specified in an Order Form so long as the Dev Products remain compatible with the Honeywell Offering(s) requirements. The non-breaching Party may terminate this Agreement or any order if the other Party materially breaches and fails to cure within 30 days of receipt of written notice of such breach. Honeywell may suspend Honeywell's performance or terminate this Agreement or any order upon written notice if Honeywell believes that Honeywell's performance may violate the law and/or cause a safety or health risk, or if User is insolvent, there is an adverse change in User's creditworthiness or an attempt to obtain protection from creditors or wind down operations, User fails to pay any of Honeywell's undisputed invoices for 3 days after the payment due date, User violates the law in performance of this Agreement, or assigns this Agreement without Honeywell's consent. Upon termination or expiry: (a) User must pay all amounts due; and (b) if requested, return or destroy all confidential information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes.

11. Termination. In addition to the other termination provisions set forth in this Agreement, Honeywell may terminate this Agreement or any order upon written notice if the DevTools are provided at no charge, User's use is fraudulent, or User's continued use would subject Honeywell to third party liability. Honeywell may without liability immediately suspend User's Dev Rights without notice if Honeywell determines User or its Developers are or may be in violation of this Agreement (including failure to any pay fees by the due date), pose a security threat, or User's use of the DevTools is likely to cause immediate and ongoing harm to Honeywell or others. During suspension, User and Developers will not have access to the DevTools and may be unable to access Input Data. Upon termination or expiry of this Agreement, User's Dev Rights will expire and User must cease use of the DevTools and delete all copies of DevTools, Documentation and Dev Products. User will remain responsible for all fees User have accrued. Within a reasonable period of time after receipt of User's request made within 30 days after the effective date of expiry or termination, Honeywell will provide a file of User's Input Data in comma separated value (.csv) format along with attachments. Honeywell will have no other obligation to maintain or provide to User its Input Data and will thereafter, unless legally prohibited, delete all User's Input Data in its systems or otherwise in Honeywell's possession or control.

12. Data. User retains all ownership and other rights to data and other information that User or persons acting on User's behalf make available in relation to, or which is collected from User's systems, devices or equipment by, the Honeywell Offerings and/or DevTools ("Input Data"). User grants to Honeywell and its affiliates a non-exclusive, transferable, worldwide, perpetual, irrevocable, sublicensable (through multiple tiers), royalty-free and fully paid-up right and license to use the Input Data to develop, operate, improve and support Honeywell's products, services or offerings. Honeywell may use Input Data for any other purpose provided it is in an anonymized form that does not identify User or any data subjects. User 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 the Input Data. Unless agreed in writing, Honeywell does not archive Input Data for User's future use. User consents to any transfer of User's Input Data outside of its country of origin, except that Personal Data is subject to the Data Processing Agreement. Input Data is User's confidential information. All know-how and information developed by Honeywell and/or its Affiliates by analyzing Input Data (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 User's future use. User consents to any transfer of User's Input Data outside of its country of origin, except that Personal Data is subject to the Data Processing Agreement.

13. Data Privacy.

"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 User to Honeywell in relation to the use of the DevTools 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 the Personal Data to the other Party (including providing notice). 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 this 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 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.

If Honeywell processes Personal Data on User's behalf, Honeywell's Data Processing Agreement ("DPA") at <https://www.honeywell.com/us/en/company/data-privacy> apply.

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

15. Limitation of Liability. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR FOR USER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE FOR (a) LOST PROFITS, REVENUES, GOODWILL, OPPORTUNITY OR ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA OR LOSS OF USE OF PROPERTY; OR (b) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT OR FOR USER'S PAYMENT OBLIGATIONS OR FOR EXCLUSIONS (AS DEFINED BELOW), EACH PARTY'S CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) THE TOTAL AMOUNTS PAID FOR THE DEVTOOLS THAT GAVE RISE TO LIABILITY DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT. NOTWITHSTANDING THE FOREGOING, HONEYWELL'S LIABILITY UNDER EVALUATION, BETA, OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. THE LIMITATIONS AND EXCLUSIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. "Exclusions" are: (i) a Party's fraud or willful misconduct; (ii) a Party's breach of confidentiality obligations (except regarding Personal Data, Input Data (if referenced in this Agreement)); (iii) Section [16] (IP Indemnification) and Section [17] (compliance); (iv) infringement, misappropriation or violation by a Party, its Affiliates or its or their users of the other Party's or its Affiliates' intellectual property rights; or (v) breach by User of any DevRights or acceptable use terms. All claims and causes of action must be brought by User within 12 months of actual or constructive knowledge.

16. Audit. User will maintain complete, current and accurate records documenting the location, access and use of the DevTools. During the Term and for 1 year thereafter (the "Audit Period"), Honeywell may: (a) require User to send written certification of compliance with the terms and conditions of this Agreement within 30 days; and (b) upon reasonable notice, initiate an audit of the User's records and electronic logs to verify User's access to and use of any DevTools and User's compliance with the terms and conditions of this Agreement, it being understood that any failure to deliver a certificate of compliance on a timely basis will extend the audit period and that any audit initiated within the audit period may permissibly be completed after the end of the audit period. User may not take any steps to avoid or defeat the purpose of any such verification measures, and will cooperate with Honeywell to facilitate Honeywell's audit. If any audit reveals any underpayment, User will promptly pay Honeywell the underpaid fees and related maintenance

and support fees. If the underpayment is 5% or more of the fees for the DevTools in any 3-month period, User will reimburse Honeywell for its audit costs and audit-related expenses.

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

18. Compliance.

User and its affiliates will comply with all laws and regulations applicable to access and use of the DevTools. User acknowledges that: (a) Honeywell does not provide legal advice regarding compliance with laws and regulations related to use of the DevTools, and (b) the DevTools has functionality that could be used in ways that do not comply with laws and regulations and User is solely responsible, and Honeywell has no liability, for User's compliance with law with respect to its use of the DevTools. To the extent User or Developers are government entities, the DevTools and all associated Documentation are "commercial computer software" and related "commercial computer software documentation" and "restricted data" provided to User under "Limited Rights" and "Restricted Rights" and only as commercial end items. User and its affiliates will comply with, and be solely responsible for compliance with, all laws and regulations on export, import, economic sanctions and antiboycott, regulated by the United States, any locality outside the United States where User conducts business, and as applicable, the United Kingdom, the European Union and its Member States, the United Nations ("Sanctions Laws") related to User's access to or use of the DevTools. User represents and warrants that none of User or its directors, employees, contractors, agents, banking partners, affiliates or users (a) are individuals or entities named on or acting on behalf of entities identified on applicable Sanctions Laws restricted party lists, including but not limited to, the U.S. Specially Designated Nationals and Blocked Persons List and the OFAC Sectoral Sanctions Identifications List; (b) organized under the laws of, physically located in, or ordinarily resident jurisdictions subject to comprehensive sanctions; or (c) are owned or controlled, directly or indirectly, 50% or more in the aggregate, by one or more individuals described in (a) or (b) (collectively, "Sanctioned Persons"). Neither User nor its affiliates will (i) permit Sanctioned Persons to directly or indirectly use, access or benefit from the DevTools, (ii) engage in or facilitate activities directly or indirectly related to any end-uses that are restricted by Sanctions Laws, or (iii) export, re-export or otherwise transfer the DevTools for any purpose prohibited by the Sanctions Laws. User will not submit to the DevTools any data subject to the U.S. International Traffic in Arms Regulations or other Sanctions Laws. User's violation of this Section will be a material breach.

Each Party shall comply with all applicable anti-bribery laws and regulations including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the United Kingdom Bribery Act of 2010. The Parties represent and warrant that they are currently in compliance with anti-corruption and anti-bribery laws and will remain so and that they will not authorize, offer or make payments, directly or indirectly, to any government authority that may result in a breach of FCPA or established restrictions or prohibitions. User agrees to maintain accurate books and records to demonstrate compliance with the compliance requirements of this section. Honeywell, at its expense, may audit User to determine compliance with such provisions upon no less than thirty (30) days' advance written notice, and User will provide reasonable assistance to Honeywell to complete such audit. User's failure to comply with this provision will be deemed a material breach of this Agreement. User will not submit to the DevTools any data subject to the Sanctions Laws.

Honeywell will obtain the export license when Honeywell is the exporter of record. User must obtain at its sole cost and expense all necessary import authorizations and any subsequent export or re-export license, or other approval required for the DevTools purchased, delivered, licensed or received from Honeywell. The Parties agree that technical information or technology (i.e., export-controlled information) subject to the Sanctions Laws shall not be disclosed, transferred or exported, including to any affiliate, foreign national employee, supplier, or sub-tier supplier, regardless of location, without valid export authorization or other written government approval.

User will notify Honeywell immediately in writing of actual or reasonably suspected violations of this section. Honeywell may suspend or terminate this Agreement or any order (or part thereof) or take other actions reasonably necessary to ensure full compliance with all laws including the Sanctions Laws without Honeywell incurring any liability.

19. Governing Law. 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 without giving effect to any choice or conflict of law provisions or rule (whether the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Honeywell and User expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and the 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 County, North Carolina 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 any Dispute to the North Carolina 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 Business Court is denied or otherwise prohibited by law, the Parties agree that any Dispute shall be litigated in Mecklenburg County Superior Court or the U.S. District Court for the Western District of North Carolina. User 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.

20. Miscellaneous. This Agreement and the rights granted herein are not assignable or transferrable by User. Honeywell may assign or transfer this Agreement or any rights in it with or without notice to User. This Agreement sets forth the entire agreement regarding the User's use of the DevTools, superseding all prior or contemporaneous written and verbal agreements or proposals and cannot be modified except by the written agreement of both parties. Unenforceable provisions will be reformed to permit enforceability with maximum effect to the original intent. Waiver of a breach is not waiver of other or later breaches. The Parties are independent contractors of the other. If required by Honeywell's written contract with such parties, certain of its licensors may be third party beneficiaries of this Agreement. The controlling version of this Agreement is this English language version regardless translation. The word "including" is exemplary meaning "including without limitation" or "including, but not limited to." The words "shall," "will," and "must" are obligatory while "may" is permissive, giving a right, but not obligation. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.