

HONEYWELL PRODUCTIVITY PRODUCTS DEVELOPER LICENSE

IMPORTANT NOTICE - READ CAREFULLY: This Developer License Agreement ("**Developer License**") is a legal agreement between you (either an individual or a single entity) and Hand Held Products, Inc. ("**our**", "**us**", or "**we**"), a wholly owned subsidiary of Honeywell International Inc., governing the access, download, use and/or install of software owned by us, our Affiliates and/or third party suppliers and licensors ("**DevTools**") in relation to our products or offerings ("**Offering**"). BY USING THE DEVTOOLS, YOU ACKNOWLEDGE ACCEPTANCE OF THE TERMS OF THIS DEVELOPER LICENSE AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE DEVTOOLS.

1. **DevTools.** We make tools and services available so developers can create software applications complementary to our Offerings including: (i) application programming interface commands, functions, instructions and objects for software that can remotely communicate and interact with our Offerings ("**APIs**"); and (ii) development kits with protocols, tools, libraries, documentation, code samples, processes, and/or guides ("**SDKs**", together with APIs, "**DevTools**").

2. **License** Subject to payment of any required fees and strict compliance with the terms of access and acceptable use, we grant you a revocable, non-exclusive, non-assignable, non-transferable right to download, install, use and perform the features and functions of the DevTools, and print and display their documentation (Collectively, "**Dev Rights**") solely for the purposes of allowing you create and use: (a) software or physical products that can be integrated with our Offerings; or (b) software designed to place an authorized number of requests, such as a login, query, or operating commands, to a Honeywell server or product ("**Calls**") in order to access, retrieve, display, manage or optimize content (the "**Dev Products**"). We may set limits on the number of Calls and establish procedures for handling Call overages. Your Dev Rights commence when you click accept/agree or use any portion of the DevTools, whichever occurs first and unless earlier terminated, continues for so long as the Dev Products remain compatible with our Offering.

3. **Developers.** You, your employees and any party approved by us in accordance with this Section and accessing the DevTools on your behalf (collectively, "**Developers**") may exercise Dev Rights, provided that, you must bind them to this Developer License and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Dev Rights or permit third parties (except Affiliates) to be Developers or make copies of the Dev Tools (except for back up purposes) except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Developers. As used in this Developer License, "**Affiliate**" means any entity that controls, is controlled by, or is under common control with, another entity. An entity "controls" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

4. **Acceptable Use.** You may not without our 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 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 our 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 you become aware; or (j) disclose keys 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. Upon use of a new software key, you will not use the old key. You 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 shall constitute a breach of your Dev Rights under this Developer License. There may be measures in the DevTools designed to prevent unlicensed or illegal use of the DevTools.

5. **No Support.** Unless agreed otherwise in writing, no support is provided for the DevTools or Dev Products. We are not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and Developers negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (viii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard or other mutually agreed upon security practices.

6. **No Distribution.** This Developer License does not grant you any rights to market, sell or distribute Dev Products. You must enter into a separate Independent Software Vendor Agreement with us to so market, sell or distribute the Dev Products. We require advance notice and technical review of all new Dev Products or versions. You shall not use Dev Tools to distribute similar offerings to those offered by us without our written consent. You are responsible for testing and compatibility checking, and we have no liability even if we conducted a technical review.

7. **3rd Party Licenses.** We may use open source software ("**OSS**") and to the extent required by the licenses covering OSS, the terms of such licenses will apply to OSS in lieu of this Developer License. To the extent the licenses applicable to OSS: (i) prohibit any restriction with respect to such OSS, such restriction will not apply to such OSS; and (ii) require us to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. If required by our written contract with them, certain of our licensors are third party beneficiaries of this Developer License.

8. Termination. We may terminate this Developer License immediately upon notice if you breach your obligations, engage in conduct that infringes our intellectual property or if you are insolvent, attempt to obtain protection from creditors or wind down operations. We may terminate this Developer License for any reason upon 90 days written notice to you. Upon termination or expiration you must immediately discontinue all use of DevTools and Dev Products.

9. IP. All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world ("**IPR**") in and to the DevTools and all of their derivative works, modifications and improvements, are retained by Honeywell or its licensors and are our confidential information. The operation and performance of the DevTools (including results of evaluation or trial) are our confidential information. If you provide any suggestions, comments or feedback regarding the DevTools, you hereby assign to us all right, title and interest in and to the same without restriction. You and Developers shall not remove, modify or obscure any IPR notices on the DevTools. Nothing in this Developer License limits our right to develop or distribute products, software or technologies, even if competitive with the Dev Products that you may develop related to this Developer License.

10. Warranty; Disclaimer. We warrant that the DevTools, as first delivered by us, will materially operate according to our published user documentation for 90 days after date we first provide them to you. Your sole remedy and our only liability for breach of this warranty is for us to use commercially reasonable efforts to repair or replace the non-conforming portion or, if we determine we cannot do so after reasonable efforts, refund fees paid (if any) for the non-conforming DevTools. This is the only warranty and only remedies we provide with respect to the DevTools. EXCEPT AS OTHERWISE INDICATED HEREIN, THE DEVTOOLS ARE PROVIDED "AS IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE USE OR OUTPUT OF ANY DEVTOOLS OR ANY DEV PRODUCT BY YOUR OR ANY USER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL SUCH WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE DEVTOOLS WILL MEET YOUR REQUIREMENTS, WILL OBTAIN ANY RESULTS, OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

11. Limitation. EXCEPT FOR BREACH OF SECTIONS 2 (LICENSE), 4 (ACCEPTABLE USE), 6 (NO DISTRIBUTION) OR 9 (IP) OR FEES PAYABLE, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, REVENUES OR DATA. OUR CUMULATIVE, AGGREGATE LIABILITY TO YOU, WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED TO THE TOTAL AMOUNTS PAID OR PAYABLE UNDER THIS DEVELOPER LICENSE, IF ANY.

12. Indemnification. You will, at your cost and expense, defend, indemnify and hold harmless us and our Affiliates and sub-contractors, and licensors from and against all losses, awards and damages (including attorneys' fees): (i) arising out of claims by third parties that your creation and/or use of the Dev Products infringes, violates or misappropriates any third party intellectual property rights or (ii) arising from or related to any breach of this Developer License by you, any Developer or any responsibility of yours under this Developer License. You shall have the right to control the defense and/or settlement of each claim and we shall provide reasonable assistance at your request and expense; provided that you shall not settle any claim without our prior written consent, not to be unreasonably withheld.

13. Confidentiality. All information we make available to you in the performance of this Developer License that is generally not known ("**Confidential Information**") shall be held in strictest confidence and shall not, without the written consent of us, be used or disclosed except to Developers who are bound to substantially similar obligations of confidentiality and have a need to know. You will be responsible for any breaches of the confidentiality obligations by your Developers. You will keep all Confidential Information confidential for 10 years from disclosure. Confidential Information excludes information that: (a) was already known by you without restriction; (b) is publicly available through no fault of your own; (c) is rightfully received by you from a third party without a duty of confidentiality; or (d) is independently developed. You may disclose Confidential Information when compelled to do so by law if you provide prior notice to us and reasonable opportunity to contest or limit disclosure, unless a court orders that notice not be given.

14. Miscellaneous. This Developer License takes precedence of any other terms of the Agreement in relation to the Dev Tools and Dev Products. This Developer License and any dispute, controversy, difference or claim arising out of or relating to it will be governed by the substantive laws of New York.