Professional Services Agreement

Proposal Number:	BQ-21-04094 R3
Proposal Date:	June 10, 2022
Expiration Date:	July 10, 2022
Seller:	Intelligrated Systems, LLC (“Honeywell”)
Buyer:	Amazon.com Services, LLC (“Amazon”)

Pricing

Pricing Breakdown	
Description	**Firm Pricing**
Standardized Group Permissions to Access ICW Panels	
Professional Services - Price per Site	$6,612
Total for 45 Sites	**$297,540**

Pricing Notes

01. Work performed under this proposal will be governed by the Master Design Equipment Purchase Agreement dated April 7, 2011, between Amazon Fulfillment Services, Inc., and Intelligrated Systems, LLC, and the Master Work Order for Support Services dated March 1, 2017. No new development or IP creation is contemplated by our proposed solutions.

02. Amazon agrees to pay the costs of any taxes on the material, equipment or services covered herein, including, but not limited to, federal, state, or local sales, use, or similar taxes. Unless expressly stated otherwise in this proposal, any estimated taxes contained within the proposal are provided for informational use only and such estimates are not included in the proposed fixed price.

03. The pricing shown is firm fixed pricing.

04. The pricing shown includes travel and living expenses, if applicable.

05. The pricing shown the cost of standard freight, if applicable. In the event requests by Amazon or changes by Amazon require expedited or inefficient shipping, such additional

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costs for freight will be invoiced for reimbursement, plus handling. If Honeywell prepays charges for any special routing, packing, labelling, handling, or insurance requested by Amazon, Amazon will reimburse Honeywell upon receipt of an invoice for those charges. If for any reason Honeywell's cost of freight increases by more than 10% over the price for standard freight included, the difference will be invoiced for reimbursement, plus handling.

06. Any ocean and/or air rates given in this proposal are estimates based on the current costs and are subject to change. Actual costs will be determined at the time of shipment. Any change in pricing will be handled as a change order to the contract.

07. The pricing shown is for our engineer(s) to perform the work described herein, during the schedule mutually agreed to by both Honeywell and Amazon. If such dates change at no fault of Honeywell, Amazon agrees to pay for any applicable fees as well as any loss of resource efficiency. Any delays or additional materials and/or labor required caused by non-compliance with any of the Amazon Responsibilities attached hereto, or any additional work, services, travel, time, expenses, hours, trips, or manpower required beyond the stated scope, will be addressed via change order and billed at the current rates.

08. This project may be subject to B&O taxes in the State of Washington. The cost of these taxes will be passed along to Amazon, at cost via change order at the end of the project.

09. This project may be subject to Business taxes in the State of Tennessee. The cost of these taxes will be passed along to Amazon, at cost via change order at the end of the project.

10. Certain components contained in the bill of materials to be delivered may originate from multiple countries and be subject to additional tariffs. In the event of tariff increases in excess of 3% of the cost of such component between the date of the proposal and time of delivery of such component, Honeywell will issue invoices reflecting the additional tariff cost, which will be paid by Amazon. The invoices will be subject to the payment terms and/or payment scheduled incorporated in this proposal.

11. The cost of steel used in this Project is subject to changes in US Midwest Metals Market ("CRU") index after the date of this Proposal. This Project Proposal assumes the cost of steel is: $1,151 per short ton for hot-rolled coil ("Base Steel Price");

"CRU Amount" means the price of Steel in accordance with the CRU index, at the Steel Reconciliation Date(s) set forth below.

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Steel Reconciliation Dates	Description	Base Steel Price	Planned Steel %	Planned Steel Qty (Tons)	Actual $ per ton at Steel Reconciliation Date	Actual Steel Qty	Pricing Variance (%)	Steel Reconciliation
N/A	Honeywell delivery of Engineering Package	$1,151						
N/A	Change Orders							
							Total Steel Reconciliation	

The Steel Reconciliation Dates are based upon the attached estimated schedule and will be updated, along with updates to the Project Schedule. As referenced in the above chart: Engineering Package means Honeywell releases the detailed mechanical and electrical engineering drawings to manufacturing. Change Orders means at or around 60 days after Final Acceptance wherein Honeywell will reconcile all purchases of steel made due to Change Orders after or not included in the above purchases and will base such reconciliation on the CRU index 60 days before First Receive.

The steel reconciliation shall be determined based upon the following calculation. The steel reconciliation shall be calculated by comparing the Base Steel Price and CRU Steel Price at the time of each of the Steel Reconciliation Dates. If the difference is within +10%/-15% then no reconciliation will occur. If the difference is greater than +10% or greater than -15%, the steel reconciliation amount for that Steel Reconciliation Date will be calculated by multiplying the actual amount of steel used since the last Steel Reconciliation Date, as measured in tons, by the increase or decrease between the Base Steel Price and the CRU Steel Price.

Should Honeywell, in the absence of an Amazon requested change, Amazon caused delay, or Force Majeure Event, deviate from the steel reconciliation dates (with respect to either using an accelerated schedule or delayed schedule and/or securing either an increased quantity or reduced quantity of steel), Honeywell may not be entitled to any credit and may be obligated to provide a reduction to Amazon. To the extent these instances occur, the parties will assess the reason for the variation either in timing or steel quantity between the original Steel Reconciliation Date and the actual Steel Reconciliation Date.

12. The cost of aluminum and/or copper used in this project is subject to changes in US Midwest Metals Market ("CRU") index, published June 2022 (http://www.crugroup.com). Pursuant to the CRU index, this proposal assumes the cost of aluminum and/or copper is:

- $2,749 per Metric Ton for aluminum; and
- $9,704 per Metric Ton for copper cathode

If the CRU Amount is more than 5% above the Base Amount at or around the time of first shipment, then Honeywell will issue invoices reflecting the Increased Cost, which will be paid by Company. The invoices will be subject to the payment terms and/or payment

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schedule incorporated in this proposal. “Increased Cost” means the difference of “CRU Amount” minus the “Base Amount” multiplied by the Material used in the Project.

“CRU Amount” means the price for the Material listed in the CRU at or around first shipment. “Base Amount” means the price for Material, including those listed in the bullet points above. “Material” means the aluminum and/or copper materials listed in the bullet points above, in addition to amounts for estimated quantities of component metals (e.g., nuts, bolts, screws, guarding) and scrap as applicable to the Project.

13. All buyout items included in this Proposal 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(s).

14. All labor included in this Proposal is subject to change if the cost of such labor changes after the date of this Proposal. Any adjustment in price and/or lead time will be reflected in a change order(s).

15. If Honeywell’s production or purchase costs for the Product, Equipment or Work (including without limitation costs involving energy, equipment, labor, regulation, transportation, packaging, raw material, manufacturing, supplies, parts or components) increases by more than 5% over Honeywell’s costs included in the Price for the Product or Equipment as of the date of this Proposal, then Honeywell may, increase the Price commensurate with such cost increases using the Change Order process.

16. As with our 2021 Amazon Go Live Proposals, Honeywell has not included any COVID related costs in our 2022 Amazon Go Live Proposals including this proposal. We expect there will likely be some related COVID costs incurred in the execution of this project.

Warranty

- The above pricing includes a 1-year warranty on the Services provided herein.

Payment

The following payment terms will be followed upon receipt of a compliant Purchase Order (“PO”) or execution of this agreement:

- 30 percent invoiced upon receipt of a compliant Purchase Order or execution of this agreement – payable net 60 days.
- 65 percent monthly progress payments of labor performed (e.g., engineering, programming, fabrication) and material used in or purchased during the current month. Honeywell shall submit an invoice prior to the end of the month for work being performed that month. The invoice is payable net 60 days from the date of the invoice.
- 5 percent retention, invoiced upon Final Acceptance – payable net 60 days.

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Items Incorporated

Contract documents noted in the table below or attached hereto are incorporated herein by reference. In the event of any conflict or inconsistency in these documents, priority shall be given in descending order of precedence. If marked yes below, document is attached:

Document	Attached
Work performed under this proposal will be governed by the Master Design Equipment Purchase Agreement dated April 7, 2011, between Amazon Fulfillment Services, Inc., and Intelligrated Systems, LLC, and the Master Work Order for Support Services dated March 1, 2017	☐ Yes ☒ No
Professional Services Agreement	N/A
Attachment A - Proposal BQ-21-04094 R3	☒ Yes ☐ No

Amazon shall purchase and Honeywell shall provide the services as described in this Professional Services Agreement and in accordance with the specifications, terms and conditions identified above that form part of this agreement (the Agreement). Due to the nature of this offering, each party's liability to the other party for a claim of any kind arising out of, or related to, this Agreement, whether in contract, in tort (including negligence or strict liability), under any warranty, or otherwise, will be limited to monetary damages and the aggregate amount thereof for all claims will in no event exceed the Fees and Expenses under this Proposal. Under no circumstances will either party be liable to the other party for indirect, special, incidental or consequential damages (including lost profits), even if the parties have been advised of the possibility of such damages, or for warranties granted to any third party. Neither party will be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, labor dispute, wars, riots, acts or orders of any civil or military authority, acts of God, judicial action, embargo, epidemics, pandemics, disease, whether local or national, unavailability or shortages of materials or equipment, failures or delays in delivery of vendors and suppliers or delays in transportation. Seller will not be in breach or liable for any delays, suspension (formal or informal), or damages in the performance of its obligations hereunder due to delays caused by Buyer or Buyer's other contractors, including Buyer's actions or inactions. Acceptance of this offer, whether by execution hereof or submission of a purchase order, constitutes agreement that the terms of this Agreement govern such transaction. Any additional or different terms contained in Amazon's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

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IN WITNESS WHEREOF, both parties have caused the Agreement to be executed by their duly authorized representatives.

Amazon.com Services, LLC (Buyer)		**Intelligrated Systems, LLC (Seller)**	
Signed	_____	Signed	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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Standardization of User Group Access Rights for InControlWare®

Attachment A - Proposal # BQ-21-04094 R3

Presented to: Amazon.com Services, LLC

Seattle, WA

June 10, 2022

Presented by:

Ethan Rowley

Account Manager, Lifecycle Sales

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1. Scope of Work

Honeywell will provide the following modifications to the existing InControlWare® (ICW) Controls System Group Access Rights in the Amazon facilities listed below.

Facility	Location	Project	Year Commissioned
AKC1	Akron, OH	M-19-00071	2020
AZA5	Phoenix, AZ	M-18-00115	2019
BFI4	Kent, WA	M-14-00316	2016
BFL1	Bakersfield, CA	M-18-00092	2020
BOI2	Nampa, ID	M-19-00118	2020
CHA2	Charleston, TN	M-10-00517	2011
CLE3	Euclid, OH	M-17-00134	2019
CMH1	Etna, OH	M-15-00099	2016
CMH2	Groveport, OH	M-15-00185	2016
CMH3	Monroe, OH	F-17-50074	2018
CMH4	West Jefferson, OH	M-18-00049	2019
CVG9	Hebron, KY	M-16-00248	2017
DAL3	Dallas, TX	M-18-00019	2020
DEN3	Thornton, CO	M-16-00266	2018
DSM5	Bondurant, IA	M-19-00119	2020
EWR9	Carteret, NJ	M-15-00234	2016
FTW6	Coppell, TX	M-16-00011	2018
HOU2	Houston, TX	M-16-00008	2017
IND5	Plainfield, IN	M-11-00909	2011
JAX2	Jacksonville, FL	M-16-00007	2017
KLAL	Lakeland, FL	C-19-19023	2020
KSBD	San Bernardino, CA	M-18-00101	2021
LAS1	Henderson, NV	M-18-00096	2020

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Facility	Location	Project	Year Commissioned
LAS7	North Las Vegas, NV	M-17-00137	2019
LAX9	Fontana, CA	M-18-00034	2019
LGA9	Edison, NJ	M-16-00155	2017
LGB7	Rialto, CA	M-17-00135	2019
MCO1	Orlando FL	M-16-00256	2018
MEM1	Memphis, TN	M-17-00044	2018
MKC6	Kansas City, KS	M-16-00010	2017
MKE1	Kenosha, WI	M-14-00273	2015
MKE2	Oak Creek, WI	M-19-00073	2020
MKE5	Kenosha, WI	M-15-00021	2015
OAK5	Newark, CA	M-15-00019	2015
OKC1	Oklahoma City, OK	M-18-00026	2019
ONT5	San Bernardino, CA	M-13-00206	2015
PCW1	Rossford, OH	M-19-00072	2020
SAT1	Schertz, TX	M-13-00220	2013
SDF1	Campbellsville, KY	M-15-00032	1999
SDF4	Shepherdsville, KY	M-10-00523	2010
SJC7	Tracy, CA	M-15-00189	2016
SNA4	Rialto, CA	M-15-00187	2016
TPA2	Lakeland, FL	M-13-00222	2014
TUL2	Tulsa, OK	M-18-00027	2020
TUS2	Tucson, AZ	M-18-00018	2019

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Amazon has developed a standardized access rights to ICW screens for its users. Users assigned these various levels will have access limiting them to their job's requirements.

Permission Access Levels Color Code
Delete
Maintenance
Operate
Report
View Only
Removed

Figure 1: Access Color Code

These levels include:

Engineering (CSL/CSE)

Controls Engineering (CSE/CSL)							
View Center	Command Center	Support Center	Launch Center	Chain Information	Debugger	TTCB	Other
Conveyance View	CP start/stop	Digital Inputs	Launch Center Controller 1/2	Current Status	Debugger for each Controller	TT/CB Supervison	Cameras
Alarm Viewer	Sorter start/stop	Analog Inputs	Profibus Card Manager	Oiler Settings		TT/CB Carrier Status	ICW Reports
Conveyance View Tools	Gridlock Avoidance Panel	Variable Freq Drives	ICW Interface Server	Sorter Diagnostic Routines		TT/CB Induction Status	Reset System Data
	Dynamic Speed mode Panel	Watch List	Machine Control View	Diagnostic Values		TT/CB Chute Status	
	Sorter Lane Panel	Force List	ICW Service Manage UI	System Speed Selection		TT/CB CCA Status	
	Scanner Statistics Panel	Digital Outputs		I-Watch Chain Information		TT/CB Diagnostics	
	Inducted Carton History	Analog Outputs				TT/CB Safety Supervision Status	
	Intellimerge Control	Encoder Tracking				Options	
	Induct Statistics	Alarm Viewer					
	Sorter/Merge Settings	Event Viewer					
	Alarm Viewer	Drive Manual Operation					
	Event Viewer	Servo Manual Operation					
	Energy Savings	Control Timers					
	Host Monitor						

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Local controls (CST/CSS)

Controls Support/Technician (CSS/CST)							
View Center	Command Center	Support Center	Launch Center	Chain Information	Debugger	TTCB	Other
Conveyance View	CP start/stop	Digital Inputs	Launch Center Controller 1/2	Current Status	Debugger for each Controller	TT/CB Supervison	Cameras
Alarm Viewer	Sorter start/stop	Analog Inputs	Profibus Card Manager	Oiler Settings		TT/CB Carrier Status	ICW Reports
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	Sorter Lane Panel	Force List	ICW Service Manage UI	System Speed Selection		TT/CB CCA Status	
	Scanner Statistics Panel	Digital Outputs		I-Watch Chain Information		TT/CB Diagnostics	
	Inducted Carton History	Analog Outputs				TT/CB Safety Supervision Status	
	Intellimerge Control	Encoder Tracking				Options	
	Induct Statistics	Alarm Viewer					
	Sorter/Merge Settings	Event Viewer					
	Alarm Viewer	Drive Manual Operation					
	Event Viewer	Servo Manual Operation					
	Energy Savings	Control Timers					
	Host Monitor						

Service Technicians (ST3)

Service Technician 3 (ST3)							
View Center	Command Center	Support Center	Launch Center	Chain Information	Debugger	TTCB	Other
Conveyance View	CP start/stop	Digital Inputs	Launch Center Controller 1/2	Current Status	Debugger for each Controller	TT/CB Supervison	Cameras
Alarm Viewer	Sorter start/stop	Analog Inputs	Profibus Card Manager	Oiler Settings		TT/CB Carrier Status	ICW Reports
Conveyance View Tools	Gridlock Avoidance Panel	Variable Freq Drives	ICW Interface Server	Sorter Diagnostic Routines		TT/CB Induction Status	Reset System Data
	Dynamic Speed mode Panel	Watch List	Machine Control View	Diagnostic Values		TT/CB Chute Status	
	Sorter Lane Panel	Force List	ICW Service Manage UI	System Speed Selection		TT/CB CCA Status	
	Scanner Statistics Panel	Digital Outputs		I-Watch Chain Information		TT/CB Diagnostics	
	Inducted Carton History	Analog Outputs				TT/CB Safety Supervision Status	
	Intellimerge Control	Encoder Tracking				Options	
	Induct Statistics	Alarm Viewer					
	Sorter/Merge Settings	Event Viewer					
	Alarm Viewer	Drive Manual Operation					
	Event Viewer	Servo Manual Operation					
	Energy Savings	Control Timers					
	Host Monitor						

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Service Technicians (ST1/2)

Service Technician 1 and 2 (ST1/2)							
View Center	Command Center	Support Center	Launch Center	Chain Information	Debugger	TTCB	Other
Conveyance View	CP start/stop	Digital Inputs	Launch Center Controller 1/2	Current Status	Debugger for each Controller	TT/CB Supervison	Cameras
Alarm Viewer	Sorter start/stop	Analog Inputs	Profibus Card Manager	Oiler Settings		TT/CB Carrier Status	ICW Reports
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	Inducted Carton History	Analog Outputs				TT/CB Safety Supervision Status	
	Intellimerge Control	Encoder Tracking				Options	
	Induct Statistics	Alarm Viewer					
	Sorter/Merge Settings	Event Viewer					
	Alarm Viewer	Drive Manual Operation					
	Event Viewer	Servo Manual Operation					
	Energy Savings	Control Timers					
	Host Monitor						

RME Management

RME Management							
View Center	Command Center	Support Center	Launch Center	Chain Information	Debugger	TTCB	Other
Conveyance View	CP start/stop	Digital Inputs	Launch Center Controller 1/2	Current Status	Debugger for each Controller	TT/CB Supervison	Cameras
Alarm Viewer	Sorter start/stop	Analog Inputs	Profibus Card Manager	Oiler Settings		TT/CB Carrier Status	ICW Reports
Conveyance View Tools	Gridlock Avoidance Panel	Variable Freq Drives	ICW Interface Server	Sorter Diagnostic Routines		TT/CB Induction Status	Reset System Data
	Dynamic Speed mode Panel	Watch List	Machine Control View	Diagnostic Values		TT/CB Chute Status	
	Sorter Lane Panel	Force List	ICW Service Manage UI	System Speed Selection		TT/CB CCA Status	
	Scanner Statistics Panel	Digital Outputs		I-Watch Chain Information		TT/CB Diagnostics	
	Inducted Carton History	Analog Outputs				TT/CB Safety Supervision Status	
	Intellimerge Control	Encoder Tracking				Options	
	Induct Statistics	Alarm Viewer					
	Sorter/Merge Settings	Event Viewer					
	Alarm Viewer	Drive Manual Operation					
	Event Viewer	Servo Manual Operation					
	Energy Savings	Control Timers					
	Host Monitor						

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Operations

Operations							
View Center	Command Center	Support Center	Launch Center	Chain Information	Debugger	TTCB	Other
Conveyance View	CP start/stop	Digital Inputs	Launch Center Controller 1/2	Current Status	Debugger for each Controller	TT/CB Supervison	Cameras
Alarm Viewer	Sorter start/stop	Analog Inputs	Profibus Card Manager	Oiler Settings		TT/CB Carrier Status	ICW Reports
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	Inducted Carton History	Analog Outputs				TT/CB Safety Supervision Status	
	Intellimerge Control	Encoder Tracking				Options	
	Induct Statistics	Alarm Viewer					
	Sorter/Merge Settings	Event Viewer					
	Alarm Viewer	Drive Manual Operation					
	Event Viewer	Servo Manual Operation					
	Energy Savings	Control Timers					
	Host Monitor						

Operations Management

Operations							
View Center	Command Center	Support Center	Launch Center	Chain Information	Debugger	TTCB	Other
Conveyance View	CP start/stop	Digital Inputs	Launch Center Controller 1/2	Current Status	Debugger for each Controller	TT/CB Supervison	Cameras
Alarm Viewer	Sorter start/stop	Analog Inputs	Profibus Card Manager	Oiler Settings		TT/CB Carrier Status	ICW Reports
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	Inducted Carton History	Analog Outputs				TT/CB Safety Supervision Status	
	Intellimerge Control	Encoder Tracking				Options	
	Induct Statistics	Alarm Viewer					
	Sorter/Merge Settings	Event Viewer					
	Alarm Viewer	Drive Manual Operation					
	Event Viewer	Servo Manual Operation					
	Energy Savings	Control Timers					
	Host Monitor						

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Reports

Operations							
View Center	Command Center	Support Center	Launch Center	Chain Information	Debugger	TTCB	Other
Conveyance View	CP start/stop	Digital Inputs	Launch Center Controller 1/2	Current Status	Debugger for each Controller	TT/CB Supervison	Cameras
Alarm Viewer	Sorter start/stop	Analog Inputs	Profibus Card Manager	Oiler Settings		TT/CB Carrier Status	ICW Reports
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	Induct Statistics	Alarm Viewer					
	Sorter/Merge Settings	Event Viewer					
	Alarm Viewer	Drive Manual Operation					
	Event Viewer	Servo Manual Operation					
	Energy Savings	Control Timers					
	Host Monitor						

In addition to the above groups, two other groups are explained below, Administrator and Honeywell (OEM support).

Administrator – This group will provide user administrative rights to create/edit users, change/set passwords, and modify ICW views. This group is reserved for Honeywell, BQE/SME, AE, and site assigned ICW admin (after official training is complete).

Honeywell – This group is assigned to all Honeywell specific logins. Only Honeywell will have access to these logins and this group gives those logins full access to the system. Examples of these logins are Honeywell Support, and TTCB.

Honeywell will deploy the script that was generated based on the Amazon implementation of standard user groups at ACY1. The script was previously deployed and tested by Honeywell at the pilot site EWR8 and will be re-deployed for standardization of the group permissions here. Once the proper functioning of new groups' standards has been confirmed, Honeywell will eliminate all the remaining generic groups and user logins at each site. The only generic logins that will remain are Honeywell Support logins (Honeywell support, TTCB, etc.), NACF, BQE/SME, and Admin.

This Scope of Work does not include any manuals or training from Seller.

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2. Project Schedule

The Project Schedule attached hereto is based upon Honeywell standard timeframes. As you are aware due to the global COVID-19 pandemic, Honeywell, its suppliers, and many country, municipal and provincial governments, continue to implement certain requirements, such as restricted travel, localized quarantines or mandated health screenings. Additionally, the pandemic and other factors have resulted in a global shortage of certain commodities. As such the Project Schedule may be revised to address schedule changes as a result of such impacts.

2.1. Preliminary Project Schedule

Honeywell and Amazon will jointly agree upon the time frame for the project. There is a 12-week lead time from receipt of order to start of remote implementation for this project.

The implementation of this project will occur over two mutually agreed downtimes for each of the sites listed in the Scope of Work section of this agreement.

The overall project is estimated to take a minimum of 43 weeks to complete.

Final dates for project implementation will be set and agreed upon by both Honeywell and Amazon. A Honeywell Project Manager will coordinate final dates once the project has been awarded.

2.2. Testing Downtime Windows

Amazon must provide Honeywell with two 2-hour downtime windows of uninterrupted access to the system in a non-production environment at each site. These downtime windows must be made available for a minimum of two consecutive days.

The downtime windows defined herein must be made available to Honeywell for all scheduled testing and/or implementation for the duration of this project.

Any deviations from the downtime windows defined hereto will result in changes to the final turnover date, as well as assessed fees for any additional work, services, travel, time, expenses, hours, trips, or manpower required beyond the stated scope and will be addressed via change order and billed at the then current rates.

Each test period will proceed as follows:

- The Honeywell Software Engineer will log in to the site and create a backup of the database tables before executing the group permission script on the site ICW database server.
- The Amazon ICW administrator will provide to the Honeywell engineer a list of users and their assigned group for the specific site being updated. Alternatively, the Amazon ICW administrator will assign the site's ICW users to the new group.

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- The users will be required to restart the ICW client application to log in with updated accounts.
- The Honeywell engineer will remain online for next two hours to resolve any issues with the login or screens access to be addressed.

3. Project Final Acceptance

As applicable, Honeywell will perform the following for testing and verification of the Equipment and/or Controls once installation is complete. No product or rate testing is included unless specifically set forth herein.

Final Acceptance will be the earlier of completion of the Work through testing as set forth below, or the first commercial use of the Work by Amazon, either of which may occur in stages for portions of the Work. If Final Acceptance occurs in stages, the final payment shall be paid proportionately to the portion accepted. Should Amazon delay testing necessary to verify completion or fail to provide adequate product or personnel for such testing, Final Acceptance will be deemed to be the date testing was set to occur.

01. Equipment Walkthrough Inspection
A walkthrough inspection will be conducted by Honeywell to verify that any Mechanical Equipment is properly installed. This walkthrough will ensure that Equipment and wiring installation is performed in a satisfactory manner regarding workmanship, quality, building interfaces, and design parameters. Each piece of Equipment will be turned on and mechanically adjusted to ensure that it is functioning per specifications.

02. Functional Testing
The Equipment will be run using controls software, independent of the existing equipment and Host. If applicable, new Software and/or messaging interfaces will be tested. Amazon may be required to provide test product for use by Honeywell.

03. Integrated Functional Testing
The Equipment and/or Controls installed under this Proposal will be connected to the main system (if applicable) and integrated functionality is demonstrated. If applicable, messaging interfaces are tested.

Upon completion of all applicable testing, Honeywell will prepare a Final Acceptance form for execution by Amazon. Items that do not materially affect the functionality of the system will be addressed in a punch-list and will not affect Final Acceptance.

Upon completion of the Project Acceptance inspection and testing as set forth above, depending on the specific project implementation Honeywell will provide one technician for one 2-hour shift for one day per site for remote standby support during start-up.

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4. Honeywell Responsibilities

Honeywell will:

01. Provide equipment/components, documentation, project management, engineering, installation services, commissioning, and start-up assistance as described in the Scope of Work section of this proposal.

02. Provide any necessary I/O modules and configurations needed to complete the Scope of Work described in this agreement.

03. Provide updated Users Guides and manuals for new Control Software.

04. Provide personnel with the knowledge and ability to perform the required services.

05. Provide non-union labor working single shifts.

06. Obtain the applicable permits or licenses for the proposed scope of work if directed by Amazon. However, the cost of obtaining the applicable permits or licenses, including Honeywell's costs, administrative fees, and any other third-party fees (such as those necessary to obtain PE stamped drawings, if required) are not included in this proposal and will be incorporated into the Project via change order.

5. Amazon Responsibilities

As applicable, Amazon will:

01. Provide Honeywell with up-to-date mechanical and electrical layout drawings and schematics.

02. Provide that all current and interfacing equipment is in good working order, and in a previously identified configuration.

03. Identify any additional components needed, if any additional wear to components has occurred since any assessment was last performed.

04. Ensure integral equipment and components that are not part of the Scope of Work are on-site prior to the start of installation.

05. Inform Honeywell of any interfacing equipment or controls that may affect the Scope of Work.

06. Provide for all site, controls, and/or equipment modification, services, relocation, commissioning, or testing not expressly included in but required for the Scope of Work prior to the start of installation.

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07. Validate that there are no egress issues caused by the modified or upgraded equipment.

08. Provide for any necessary permits and fees.

09. Determine if a permit is required for this project and notify Honeywell, providing any information and/or documentation requested by Honeywell for the permit application and/or approval.

10. Supply egress study and architectural stamp drawings for any permit application. Honeywell can provide a poly line drawing reviewing the egress paths and lengths but cannot guarantee egress path distances will meet any applicable statutory or regulatory requirements.

11. Provide power feeders and conduit/wiring to new, expanded, or relocated control panels, remote devices, power supplies, convenience outlets.

12. Provide adequate air conditioning, heat, lighting, and power throughout the work path.

13. Provide full, safe, uninterrupted access, shutting down the subject equipment and area to a non-production environment, as required per the agreed upon schedule and implementation plan, with no other work being performed on the equipment during the installation, commissioning, and testing time period without prior written consent of Honeywell.

14. Provide no greater the one-hour of operator and maintenance training as necessary for Honeywell to comply with any site safety requirements.

15. Provide clear, adequate, and secure floor space to receive, stage, and store equipment and materials within a reasonable distance from the work area.

16. Ensure that the worksite is free of obstructions and/or restrictions for minimal interference in the work, including but not limited to ensuring that the equipment is entirely accessible and not blocked by conduit, netting, catwalks, conveyor, and/or other restrictions that could make performing the proposed work unsafe or cause undue delay in the project schedule.

17. Provide site, equipment, personnel, and maintenance shop access, as needed.

18. Supply appropriate and sufficient containers to remove and discard all old equipment and components.

19. Provide qualified staff member(s) continuously available to assist with any parts, equipment, or site-related issues at the worksite.

20. Provide experienced technician(s) familiar with both mechanical and electrical installation of parts and components to work continuously with Honeywell.

21. Provide knowledgeable management and operational personnel for commissioning and testing.

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22. Provide all manpower and product necessary to operate the system under the planned production conditions to validate that this system meets the acceptance criteria.

23. Provide maintenance personnel onsite during scanner installations to anchor any scanner stand(s) to the floor/mezzanine.

24. Provide remote and physical access to the existing controllers.

25. Ensure the host software system (or upper-level warehouse control system, as applicable) is operational and ready for Honeywell's testing.

26. Notify Honeywell when maintenance or configuration changes are made to servers or networks affecting the system.

27. Provide Honeywell with current, commented copies of the programmable logic controller program and human machine interface screen files at the time of order placement to ensure that any previous field program changes are retained.

6. Safety Standards Compliance

Reference to any standards, codes of any technical society, organization or association, or Laws and Regulations herein, whether such reference be specific or by implication, will mean the standard, code, or Law or Regulation in effect on the date when the proposal is submitted.

6.1. System Industry Safety Standards Compliance

Honeywell will make reasonable efforts to minimize system operational safety issues consistent with applicable sections of the following U.S. industry safety standards for conveyors and related equipment:

- American Society of Mechanical Engineers (ASME) – ASME B20.1 – Safety Standard for Conveyors and Related Equipment
- American National Standards Institute (ANSI) – ANSI B11.19 – Performance Criteria for Safeguarding (except for bottom guarding which will comply with CEMA Guideline Safety Best Practices (SBP) 004, supplemental guarding for unit handling conveyors)
- National Fire Protection Association (NFPA) – NFPA 70 – National Electrical Code
- National Fire Protection Association (NFPA) – NFPA 79 – Electrical Standard for Industrial Machinery
- American National Standards Institute / Robotics Industry Association (ANSI/RIA) – ANSI/RIA R15.06 – Industrial Robots and Robot Systems – Safety Requirements
- Conveyor Equipment Manufacturers Association (CEMA) – CEMA Standards and SBPs

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Honeywell, at its sole discretion, may deviate from the referenced industry safety standards when reasonably necessary to account for site-specific conditions, other factors that are outside of Honeywell's control, or obligations set forth in the Scope of Work. It is Amazon's responsibility to address all operational safety issues in its site-specific safety plan.

Compliance with additional regulations beyond those mentioned above for certain industry-specific safety protocols, requirements, or guidelines may not initially be included in this proposal. Any such additional protocols, requirements, or guidelines which Honeywell is requested to comply with must be provided to Honeywell. Thereafter, Honeywell will notify Amazon if there are material changes to Honeywell's costs, schedule, and/or planned execution of safety practices for this Work and will submit a change order addressing the material changes.

6.2. OSHA and Industry Safety Standards Compliance by Amazon

The commitment of Amazon to the safe use and operation of the equipment and systems is required to minimize or reduce the risk of injury to Amazon's employees or damage to Amazon's property and equipment. Honeywell provides the following information that is generally applicable to the equipment:

- Manuals that set out safety and maintenance procedures (if part of Scope of Work)
- Warning labels

During the operation of the system installed by Honeywell, it is the responsibility of Amazon to ensure compliance with all related rules and regulations as well as the applicable industry safety standards for operation and maintenance of conveyors and related equipment in the jurisdiction where the work is being performed.

The individual elements of the upgrade and modifications proposed by Honeywell, taken together in one complete scope of work, ensure hazard mitigation techniques reach an appropriate reduced level of hazard. Amazon is advised that these modifications should not be self-performed nor implemented piecemeal. For safety and performance related reasons, Honeywell recommends that all listed upgrades be performed by Honeywell personnel. Honeywell shall not be responsible for and client hereby agrees to defend, indemnify, and hold Honeywell harmless from any claims, suits, liabilities, losses, fines, penalties, damages, and expenses that may arise due to installed upgrades performed by any party other than Honeywell.

The performance and safety related compliance of this upgrade and modification proposal is limited to the scope as expressly identified herein. Honeywell disclaims any responsibility for bringing the entire machine, operation, or system located at the Amazon facility into full and complete safety and performance compliance/specification unless such work is expressly made part of this proposal.

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6.3. Arc Flash Hazards Analysis Service

Per NFPA 70 (NEC), Articles 110.16 and 110.21, warning labels will be applied by Honeywell.

Arc flash hazards must be assessed as an element required by NFPA 70E prior to working in an energized control panel. While most of the burden for NFPA 70E compliance is placed on the employer-equipment owner and not a product supplier, Honeywell as the product supplier may conduct Arc Flash Analysis, to be provided in the form of a written report, upon request and for an additional cost. Amazon may elect to purchase this optional offering. If Amazon does not opt to purchase the Arc Flash Analysis Service, it shall be the responsibility of Amazon to complete such analysis for its respective facilities.

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