

SMX TERMS

1. Secure Media Exchange Solution. The Secure Media Exchange (“SMX”) Solution (which includes the SMX Solution hardware, software, and subscription service) for which you have contracted will be identified in a print or electronic document identified as “proposal,” “order,” “agreement,” or similar name (the “**Order Form**”). The Cybersecurity Terms (which are applicable to all Cybersecurity Products) are also expressly incorporated herein by reference. For purposes of the Cybersecurity Terms the SMX Solution is a “Cybersecurity Product.” The Order Form together with these SMX Terms, Cybersecurity Terms, and all other terms, conditions, and documents expressly referenced therein form a single contract (the “Agreement”). Notwithstanding any other terms of the Agreement, these SMX Terms take precedence over any other terms in the Agreement with regards to the SMX Solution and any conflicts shall be resolved in favor of these SMX Terms.

2. Use Rights. Subject to payment of agreed fees and strict compliance with the Agreement, including these SMX Terms, we shall provide you solely for your internal business purposes at your site (the “Site”) where the SMX Solution device is initially installed by Honeywell (unless a different Site is expressly identified in the applicable Order Form or Proposal): (a) access to the SMX subscription service through means we provide (and which may include online portals or interfaces such as https, VPN or API); and (b) a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (i) download, install, and use software we provide solely to operate the SMX Solution, including any updates, upgrades, error corrections, changes, or revisions to the same provided by Honeywell, solely for your internal use; and (ii) use SMX Solution documentation as reasonably required in connection with the SMX Solution (collectively, “**Use Rights**”). Use Rights continue for the duration of the period stated in the Order form, or if there is none, for 12 months. Order Forms may list metrics, including User number, data volume, sensors, or other means to measure usage or fees (the “**Usage Metrics**”). Use Rights are subject to Usage Metrics and restrictions in the Agreement. If you exceed Usage Metrics, we may suspend access until you pay required fees. You, your employees, and any authorized party accessing the SMX Solution on your behalf (“**Users**”) may exercise Use Rights, provided that, you must bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions. You may not resell Use Rights or permit third parties (except Affiliates or service providers) to be Users or make copies of the SMX Solution (except for back up) except as agreed by us in writing. We have no responsibility with respect to any actions or inactions of Users involving the SMX Solution. You are responsible for the connectivity required to use the SMX Solution and for maintaining the equipment and networks that connect to the SMX Solution. We are not responsible or liable for issues, problems, delay, or unavailability arising from: (i) conditions or events reasonably outside of our control; (ii) outages or degradation of the public internet and communications network; or (iii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.

3. Acceptable Use. The Use Rights are the only acceptable use of the SMX Solution. You shall not use the SMX Solution for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) interfering with its security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (c) creating, benchmarking or gathering intelligence for a competitive offering; (d); infringing another's IPR; (e) employing it in hazardous environments requiring fail-safe performance where failure could lead directly or indirectly to personal injury or death or property or environmental damage; or (f) any use that would reasonably be expected to cause liability or harm to us or our customers or breach the Agreement. Any violation of the restrictions set forth in this Section shall constitute a breach of your Use Rights under this Agreement. We have the right to monitor usage. With regards to software that is part of the SMX Solution, you may not: (a) copy (except for backup purposes), 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 software or any license rights; (b) use the software for other than for the Use Rights; (c) create derivative or merged works of the software or separate the component parts of the software; (d) input, upload, transmit or otherwise provide to or through the software, any unlawful, injurious or malicious information, materials or code; perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the software; (f) alter or remove any proprietary rights notices or legends on or in the software; (g) use our trademarks, service mark, logos; (h) access or use or allow direct or indirect access or use of the software for development, provision or use of a competing software service or product; (i) disclose any source code of which you become aware; (j) move, transfer, sell or otherwise assign the SMX Solution device from the Site or from your custody, or (k) disclose keys required to use the software 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. 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 Use Rights under this Agreement.

4. SMX Enterprise Threat Management Portal: As part of the SMX Solution, you will have optional access to the SMX Enterprise Threat Management Portal (the “**Portal**”). In using the Portal, you must: (i) maintain strict confidentiality of User names, passwords, or other credentials; (ii) not allow others to use your credentials or access your account; (iii) immediately notify us of any unauthorized use or breach of security; (iv) submit only complete and accurate information; and (v) maintain and promptly update information if it changes. We may use rights management features (e.g., lockout) to prevent unauthorized use. You understand and agree that the Portal is not available for use where the Site is located in the Kingdom of Saudi Arabia, the People's Republic of China, and other regions notified to you by

Honeywell. Any movement of the Site or access provided from any other location will require Honeywell's prior written consent.

5. Data. You retain all ownership or other rights over data that you or persons acting on your behalf input, upload, transfer, or make available in relation to, or which is collected from, your devices or equipment by the SMX Solution ("**Input Data**"). Honeywell and its Affiliates have the right to duplicate, analyze, transfer, modify, and otherwise use Input Data to provide, improve, or develop our offerings. Input Data may also be used by us in connection with your use of the Portal. You have sole responsibility for obtaining all consents and permissions (including providing notices to Users or third parties) and satisfying all requirements necessary to permit our use of Input Data. You will, at your cost and expense, defend, indemnify, and hold harmless us and our Affiliates, subcontractors, and licensors from and against all losses, awards, and damages (including attorneys' fees) arising out of claims by third parties related to our possession, processing, or use of Input Data in accordance with the Agreement or you or Users' infringement, misappropriation, or violation of our or a third party's IPR (except if caused by your authorized use of the SMX Solution). Unless agreed in writing, we do not archive Input Data for your future use. You acknowledge and agree that your Input Data may be transferred outside the country or territory where the SMX Solution is deployed or installed. You also acknowledge that the Input Data associated with the SMX Solution is of the type that can be transferred to another country or territory without restriction, excluding any Personal Data (as discussed below).

6. IP. All right, title and interest, including, but not limited to, all intellectual property rights (including copyrights, trademarks, and patents), proprietary rights (including trade secrets and know-how), throughout the world ("**IPR**") in and to SMX Solution and all derivative works, modifications, and improvements, are retained by Honeywell and are our confidential information. We shall own all IPR that is: (i) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (ii) generated through support, monitoring, or other observation of your and your Users' use of the SMX Solution. The operation and performance of SMX Solution is our confidential information. If you provide any suggestions, comments, or feedback regarding SMX Solution, you hereby assign to us all right, title, and interest in and to the same without restriction. You shall notify us within three (3) days of any actual or suspected unauthorized access to, or disclosure of, confidential information or any actual or suspected breach of your computer systems that maintain any of our confidential information.

7. Privacy. We may process certain data and information about you, users, and/or your or their employees, customers, contractors, or Affiliates that are recognized under applicable law as "personal data" or equivalent terms ("**Personal Data**") in connection with the Agreement. We collect and use such Personal Data in accordance with our Privacy Statement (<https://www.honeywell.com/us/en/privacy-statement>), which you acknowledge. Each Party will comply with applicable privacy and data protection laws. If we process Personal Data on your behalf, our Data Processing Terms, available at <https://hwll.co/dataprocessingterms> apply and are incorporated herein by reference.

8. Term and Termination. You may not terminate this Agreement for your convenience prior to the expiration of the agreed term for the SMX Solution. We may terminate immediately upon notice and without liability if the SMX Solution is provided at no charge, use is fraudulent, you breach your Use Rights, continued use would subject us to legal, regulatory, or any third-party liability.