

DATA PROCESSING ADDENDUM

1. DPA. This Data Processing Addendum (“**DPA**”) form part of the Agreement and apply to the extent that Honeywell processes Buyer’s Personal Data on behalf of the Buyer in the course of providing the Offerings. The DPA does not apply where Honeywell is the Controller. In event of conflict between this DPA and the Agreement, this DPA shall control with respect to its subject matter. “**Buyer Personal Data**” means Personal Data Processed by Honeywell on behalf of Buyer in connection with Honeywell’s performance of its obligations under the Agreement. “**Subprocessor**” means any Processor engaged by Honeywell for the provision of the Offering including Honeywell affiliates and service providers. Regardless of Applicable Privacy Laws, the terms “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Processor**” and “**Processing**” will have the meaning defined in the General Data Protection Regulation EU 2016/679 (“**GDPR**”) or analogous definitions in Applicable Privacy Laws.

2. Processing. As between Honeywell and Buyer, Honeywell will Process Buyer Personal Data under the Agreement as a Processor acting on behalf of the Buyer as the Controller (except where Buyer acts as a Processor in which case Honeywell is a Subprocessor). Honeywell will Process Buyer Personal Data in accordance with Buyer’s documented instructions unless required to so do by applicable law to which Honeywell is subject. Buyer agrees that the Agreement and any subsequent statements of work are its complete and final instructions to Honeywell in relation to the Processing of Buyer Personal Data. Any additional or alternate instructions must be agreed between the Parties in writing, including the costs (if any) associated with complying with such instructions. Honeywell will inform Buyer if it is of the opinion that a Buyer instruction infringes Applicable Privacy Laws unless applicable law prohibits such notification on important grounds of public interest. Honeywell will only process Buyer Personal Data as permitted under the Agreement and Applicable Privacy Laws. Honeywell will not sell (as the term is defined under Applicable Privacy Laws) any Buyer Personal Data to any third party. The subject matter, duration of Processing, nature and purpose of Processing, the type of Buyer Personal Data and categories of Data Subjects are specified in Annex 1 to this DPA or as otherwise stated in the Order Form. Buyer warrants that its Processing of Buyer Personal Data complies with all Applicable Privacy Laws and any Processing instructions it issues to Honeywell under the Agreement.

3. Subprocessors. Honeywell engages Subprocessors to provide certain services under the Agreement on its behalf. Buyer authorizes Honeywell to use Subprocessors located in any jurisdiction to Process Buyer Personal Data provided Honeywell contractually requires Subprocessors to abide by terms no less restrictive than this DPA. Honeywell will be liable to the Buyer for the performance of its Subprocessor’s obligations under the Agreement. Unless stated otherwise in the Agreement or any Order Form, Honeywell’s current Subprocessors are listed at <https://hwll.co/subprocessors>. Honeywell will notify Buyer of any changes to its Subprocessors (“**Subprocessor Notices**”) and will give Buyer ten business days to object after receipt of the notification. If Buyer legitimately objects to a Subprocessor on reasonable data protection grounds and the Parties do not resolve the matter within one month following notification of the same to Honeywell, Honeywell may terminate all or part of the Order Form impacted by the new Subprocessor without penalty on written notice. Buyer may subscribe to the above link to receive notices of updates to our list of Subprocessors. Buyer is responsible for informing Honeywell of the email address to which Subprocessor Notices must be sent and any changes to those details.

4. Security. Honeywell will use appropriate technical and organizational measures to protect Buyer Personal Data as required by Applicable Privacy Laws and will follow industry-standard security practices. A list of the technical and organizational measures implemented by Honeywell is described in our Security Practices at <https://hwll.co/securitypractices> (“**Security Practices**”). Honeywell may update or modify the Security Practices provided that such updates and modifications do not result in a material degradation of the overall security of the Offering provided under the Agreement. Buyer is solely responsible for determining whether the Security Practices meet its requirements and provides a level of security appropriate to the risks of Processing such Buyer Personal Data. Buyer acknowledges and agrees that the level of security provided by the Security Practices is appropriate to the risk inherent in the Processing by Honeywell on Buyer’s behalf. Buyer is responsible for configuring the Offering in a manner which enable Buyer to comply with Applicable Privacy Laws, including the implementation of appropriate technical and organizational measures. Honeywell will ensure that only authorized personnel who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality may access Buyer Personal Data for the purposes of performing the Offering under this Agreement. Buyer acknowledges and agrees that the Agreement may prohibit the submission of certain types of Personal Data (such as a PCI or health information) to the Offering. Buyer will not submit to the Offering any Buyer Personal Data which is regulated by COPPA, FERPA and HIPAA unless authorized to do so in writing by Honeywell.

5. Security Incident. Honeywell will notify Buyer without undue delay after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorized access, disclosure or use of Buyer Personal Data while processed by Honeywell (each a “**Security Incident**”) in relation to the Offering under the Agreement to assist Buyer with its reporting or notice obligations under Applicable Privacy Laws. Honeywell will investigate the Security Incident and provide Buyer with relevant information about the Security Incident as required under Applicable Privacy Laws. Honeywell will use reasonable efforts to assist the Buyer in mitigating, where possible, the adverse effects of any Security Incident. Honeywell’s notification to Buyer of a Security Incident will not be deemed an acknowledgement of fault or liability.

6. Compliance. Upon Buyer's written request and subject to obligations of confidentiality, Honeywell will provide to Buyer all information necessary, including by relevant certifications, to demonstrate its compliance with this DPA. Where Buyer has the right to audit under Applicable Privacy Laws, Buyer (or an independent auditor mandated by Buyer) may audit Honeywell's compliance with such obligations once per year at the applicable facility or if there are indications of non-compliance with the terms of this DPA ("**Audits**"). Audits will only be performed following Buyer's written request at least ninety (90) days prior to the proposed start date and Buyer providing a reasonably detailed audit plan describing the proposed scope, start date and duration. Before the commencement of an Audit, the Parties will agree on a final Audit plan. Audits will be conducted during Honeywell's regular business hours, subject to the published policies of the audited facility, and may not unreasonably interfere with business activities. The personnel conducting the Audit on behalf of Buyer or an independent auditor mandated by Buyer must enter into an appropriate written confidentiality agreement acceptable to Honeywell prior to conducting the Audit and will be accompanied by at least one member of Honeywell staff at all times. To preserve the security of the Honeywell organization and its companies, Honeywell reserves the right to not share information that could expose or compromise its security, privacy, employment policies or obligations to other customers or third parties or share confidential information. Records may not be copied or removed from Honeywell facilities. Buyer will generate and provide Honeywell with an audit report within three months after the Audit. All information obtained or generated in connection with an Audit, including audit reports, must be kept strictly confidential and may only be used for the purposes of confirming Honeywell's compliance with its obligations under this Data Processing Exhibit. Buyer will pay or reimburse Honeywell's reasonable costs for allowing for and contributing to Audits. With respect to Subprocessors, Honeywell may fulfil its responsibilities under this Section 6 by providing Buyer with audit reports or certifications provided by such Subprocessors.

7. Data Transfers. Buyer hereby authorizes Honeywell and its Subprocessors to transfer Buyer Personal Data to locations outside of its country of origin for the performance of the Agreement provided that Honeywell ensures such data transfers comply with Applicable Privacy Laws. If Buyer transfers Buyer Personal Data from the European Economic Area ("EEA"), UK, Switzerland or from any other jurisdiction that restricts the cross-border transfer of Buyer Personal Data to locations outside that jurisdiction, Buyer shall be bound by the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) including the provisions in Modules 2 and 3, as applicable, and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119 A(i) of the UK's Data Protection Act 2018 ("**Processor SCCs**") in the capacity of "data exporter", and Honeywell in the capacity of "data importer" as those terms are defined therein. The Processor SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Processor SCCs is set out in Annex 1 below as a "description of the transfer" and "Security Measures" as a "description of the technical organizational measures" set out in <https://hwl.co/securitypractices>. Where there is a change in Applicable Law that requires a change to the SCCs, those legally required changes will be deemed to have been made automatically without further action from the Parties. If there is a conflict between the provisions of this DPA or the Agreement and the SCCs, the SCCs will prevail.

8. Cooperation. Honeywell will cooperate with Buyer to respond to any requests, complaints or inquiries from data subjects, supervisory authorities, or other third parties, conduct a privacy impact assessment and prior consultation with supervisory authorities, provided that Buyer reimburse Honeywell for all reasonably incurred costs. If Honeywell receives a data subject request relating to Buyer Personal Data, Honeywell will refer such data subject request to Buyer. Honeywell will not respond to the data subject request unless required by applicable law.

9. Termination. Upon termination of the Agreement, at Buyer's option, Honeywell will return, delete or anonymize all Buyer Personal Data except to the extent Honeywell is required by applicable law to retain Buyer Personal Data or for compliance, audit or security purposes. The DPA and the Processor SCCs will terminate automatically upon the deletion or anonymization of the Buyer Personal Data processed under this DPA.

ANNEX 1
DESCRIPTION OF THE PROCESSING AND TRANSFER
(MODULE 2: CONTROLLER TO PROCESSOR)

A. LIST OF THE PARTIES	
Controller / Data Exporter	You and your Affiliates, as set forth in the Agreement.
Processor / Data Importer	Name: Honeywell International, Inc. or Affiliate, as specified in the Order Form Address: 115 Tabor Road, Morris Plains, NJ 07950 Contact: Chief Privacy Officer Email: HoneywellPrivacy@honeywell.com
B. DETAILS OF PROCESSING/TRANSFER	
CATEGORIES OF DATA SUBJECTS	The Buyer Personal Data processed and transferred is dependent on the Offering and determined and controlled by Buyer in its sole discretion and may include, without limitation, the following categories of Data Subjects: (i) employees, contractors and temporary workers (current, former, prospective) of data exporter; (ii) channel partners, distributors, sales partners, and business partners (iii) Advisors, trainers, consultants, service providers and other third parties; (iv) users (e.g. customers) and end users of the Offering; (v) any other data subject as described in the Agreement.
CATEGORIES OF PERSONAL DATA	The Buyer Personal Data processed and transferred is dependent on the Offering determined and controlled by Buyer in its sole discretion and may include, without limitation, the following categories of data: name, email address, job title, country of residence, mobile phone number, username, password, security question, IP addresses, unique identification numbers and signatures, voice, video and data recordings, location data, and device identification (e.g., UUID, IMEI-number, SIM card number, MAC address).
SPECIAL CATEGORIES OF DATA	The Offering is not intended for the Processing of Special Categories of Buyer Personal Data or Prohibited Data, and Buyer shall not transfer such data, directly or indirectly to Honeywell.
FREQUENCY	Buyer Personal Data transfers under the Agreement will take place on a continuous basis.
NATURE OF THE PROCESSING	Honeywell and its Subprocessors are providing the Offering or fulfilling contractual obligations to Buyer, as described in the Agreement. These Offerings may include the processing of Buyer Personal Data by Honeywell and/or its Subprocessors.
PURPOSE OF PROCESSING / TRANSFER	Buyer Personal Data is processed and transferred for the Processing in the context of the provision of the Services as described in the Agreement.
RETENTION	Buyer Personal Data will be retained in accordance with the Agreement unless Applicable Privacy Law requires storage of the Buyer Personal Data for a longer period.
TRANSFER TO SUBPROCESSORS	Honeywell may process and transfer Buyer Personal Data to Subprocessors in relation to the performance of the Agreement as described in the list of Subprocessors at https://hwl.co/subprocessors
C. COMPETENT SUPERVISORY AUTHORITY	
For the purposes of Clause 13 of the SCCs, the competent supervisory authority for the Buyer shall be the supervisory authority applicable to the Buyer in its EEA country of establishment or, where it is not established in the EEA, in the EEA country where its representative has been appointed pursuant to Article 27(1) of Regulation (EU) 2016/679. For purposes of the UK's International Data Transfer Addendum, the UK Information Commissioner shall be the relevant supervisory authority.	
D. GOVERNING LAW AND CHOICE OF FORUM	
GOVERNING LAW	For Clause 17, Option 1 will apply for transfers from the EEA, UK, and Switzerland, and the SCCs will be governed by the laws of Ireland.
CHOICE OF FORUM	For the purposes of Clause 18 of the SCCs, the parties agree that the courts of Ireland will have jurisdiction.
E. OTHER	
Where the SCCs identify optional provisions or provisions with multiple options the following will apply:	For Clause 7 (Docking Clause), the optional provision will apply.
	For Clause 9(a), option 2 will apply. The parties will follow the process agreed in Section 3 (Subprocessors).
	For Clause 11(a) (Redress), the optional provision will not apply.