

## Honeywell Forge Sustainability+ for Buildings Offering Descriptions and Terms

Version: 2.2

The Offering terms listed below form part of your Order Form and Agreement (“**Offering Terms**”). All terms not defined have the meaning given to them in the Agreement. In the event of conflict between these Offering Terms and the Agreement, these Offering Terms will prevail. We may update these Offering Terms from time to time. We will make commercially reasonable efforts to notify you of any material changes. Continued use of the Offering(s) constitutes your consent to such changes.

### A. Offering Descriptions

Offerings	Description
<b>Honeywell Forge Sustainability+ for Buildings   Carbon &amp; Energy Management</b>	<p>Carbon &amp; Energy Management is a SaaS cloud solution that continuously studies a building’s energy consumption, enables visibility to outliers and patterns of selected assets, consolidates utility billing and associated cost, and estimates certain GHG* emissions (measured in CO2 equivalent) at both building portfolio and Site levels using available utility data provided by Customer. Through a user-friendly dashboard solution, Carbon &amp; Energy Management offers and recommends adjustments for optimal energy savings settings and occupant comfort, enabling users to view and track the following parameters (available based on package offerings):</p> <ul style="list-style-type: none"><li>• Energy Baselines</li><li>• Energy Usage Intensity (EUI)</li><li>• Utility Costs</li><li>• Carbon Emissions (Scope 1 and Scope 2)</li><li>• Live Meter Data</li><li>• Energy Alerts/Building Management System Alarms</li><li>• Indoor Environment Quality metrics</li></ul> <p>Offering packages available are stated below. Certain packages may have additional charges, as indicated in an Order Form.</p> <ul style="list-style-type: none"><li>➤ Carbon &amp; Energy Management - Monitor</li><li>➤ Carbon &amp; Energy Management - Control</li><li>➤ Carbon &amp; Energy Management - Optimize</li></ul> <p>Features available for these packages may also include:</p> <ul style="list-style-type: none"><li>• Honeywell Forge Connect Gateway</li><li>• Enterprise Integrations</li></ul> <p><i>*GHG: Green House Gases (based on criteria provided by Honeywell)</i> <i>**Certain packages of Carbon &amp; Energy Management implement third-party software, which may require additional terms and conditions, including to retrieve Customer utility provider and metering data (such data to be either automatically retrieved from utility providers through a third-party solution, where available, or to be manually uploaded by the Customer in regions where such third-party utility solution is not available). The onboarding of utility providers and applicable utility data may extend the period for solution configuration.</i></p>
<b>Honeywell Forge Sustainability+ for Buildings   Power Manager</b>	<p>Power Manager is a SaaS cloud-based application to help optimize on-site supply side resources and building assets based on grid availability, utility rates, and building energy consumption.</p> <p>In order for your use of Power Manager SaaS application, you understand and agree that your site will meet and maintain the following pre-requisites:</p> <ul style="list-style-type: none"><li>• an active subscription of Carbon and Energy Management-Control package</li></ul>

	<ul style="list-style-type: none"> <li>• Honeywell Forge Connect Gateway</li> <li>• Niagara Gateway for Experion Control integration (when applicable)</li> </ul>
<b>Honeywell Forge Sustainability+ for Buildings   Electric Vehicle Manager</b>	<p>Electric Vehicle (EV) Manager is a SaaS cloud-based application to help optimize EV charging infrastructure in a building along with other building assets based on grid availability, utility rates, and building energy consumption.</p> <p>For you to use the EV Manager SaaS application, in addition to any other conditions set forth in these terms, you understand and agree that your site will meet and maintain the following pre-requisites:</p> <ul style="list-style-type: none"> <li>• an active subscription of Carbon and Energy Management-Control package</li> <li>• Honeywell Forge Connect Gateway (when applicable)</li> <li>• Niagara Gateway (JACE) with OCPP Driver for EVSE integration</li> </ul> <p>See further terms below (<b>EV Manager Feature Terms</b>).</p>

## B. Offering Package and Feature Descriptions

Product Features	Description
<b>Honeywell Forge Connect Gateway</b>	An intelligent IoT Gateway which has the ability to easily connect the existing equipment and assets in a building through the device to seamlessly link the data into the Honeywell Offerings.
<b>Analytics, such as Artificial Intelligence (AI) &amp; Machine Learning (ML) Models</b>	Some of our products may include advanced analytics including AI and ML algorithms, depending on building characteristics, to continuously inspect building operations, such as HVAC anomalies. AI and ML models may supplement rules-based method for fault prediction by forecasting trends of equipment degradation, anomaly detection by identifying observations within the data that are different from the majority, and Root Cause Analysis which provides explanations on the likely reasons for observed abnormalities in the asset. These advanced algorithms provide insights into data and automatically learn and adapt to changes.
<b>Enterprise Integrations</b>	Enterprise Integrations allows Customers to integrate other applications with the Honeywell Forge Buildings applications through application program interfaces ("API(s)"). APIs are provided pursuant to Honeywell DevTool terms and are solely for use by Customer. At present the only supported API is for service cases and Suite of Search as A Service API's (referred to as "Find API"); other APIs may be available in the future and API usage (including Find API) may require additional developer terms. Additionally, pre-defined or "starter" integrations with third party systems may be made available to help accelerate the integration with commonly used systems. Enterprise Integrations and any starter integrations may incur additional costs and are provided as an additional professional service.
<b>Carbon &amp; Energy Management Monitor</b>	<p>Monitor package currently includes base Carbon and Energy Management application that enables the ability to:</p> <ul style="list-style-type: none"> <li>• Assess carbon and energy footprints*</li> <li>• Track energy costs (based on utility bills)**</li> <li>• Track sustainability goals***</li> <li>• Measure and monitor Scope 1 and Scope 2 emissions via easy-to-use visualization tools that provide a data baseline and monthly and annual trends</li> <li>• Reduce manual data collection by consolidating Customer's utility billing data</li> </ul> <p>Base Monitor subscription includes data consolidation of 3 Customer utility accounts (e.g., electricity, water, and gas). Fees are charged per Site per year. Additional utility accounts are charged at an additional fee. Each billable utility connection is counted as one utility unit. Requires access to Customer utility account data.</p> <p><i>*Helps Customers find a consumption and cost reference baseline by tracking energy usage and</i></p>

	<p><i>carbon emissions for each building across a company's building portfolio. By utilizing Energy Usage Intensity (EUI) metrics (as provided by Honeywell), Customer portfolio managers can benchmark buildings across the entire portfolio, put in place energy mitigation measures and set improved carbon reduction targets.</i></p> <p><i>**Enables Customer ability to retrieve and consolidate utility bill data (each utility as selected by Customer) from utility providers and then analyze the data and provide dashboard visibility for energy consumption, cost and Scope 1 &amp; Scope 2 GHG Emissions (measured in CO2 equivalent). The solution provides tracking and trending information for energy costs broken down by each utility type allowing portfolio and Site managers to track their actual spend and identify areas for improvement, such as high consumption during peak periods.</i></p> <p><i>***Uses building and utility data and advanced analytics visualized to provide views of certain GHG Emissions (Measured in CO2 equivalent) and to segment consumption and energy emissions by type of utility. Facility managers can use this insight to help decrease energy use in unoccupied sites or to optimize equipment usage during periods of peak utility rates.</i></p>
<b>Carbon &amp; Energy Management Control</b>	<p>Control package includes the base Carbon &amp; Energy Management application in addition to Healthy Buildings application. These applications have the added capability of collecting live meter data from the Site building management system to enable additional monitoring and outcome tracking capabilities, including the ability to:</p> <ul style="list-style-type: none"> <li>• Track energy costs (based on live asset meters and utility bills)</li> <li>• Track sustainability goals</li> <li>• Set and monitor Energy baselining &amp; forecasting</li> <li>• Measure and monitor Scope 1 and Scope 2 emissions via easy-to-use visualization tools that provide a data baseline and monthly and annual trends</li> <li>• Gain real-time insights and live meter data to control building management systems to help reduce energy use and CO2 emissions</li> <li>• Set alerts, alarms, controls and scheduling to enable faster responses and address issues early</li> <li>• Help improve Indoor Environment Quality</li> </ul> <p>Base Control package includes data consolidation of 5 live Customer utility meters. Fees are charged per Site per year. Additional Customer meters are charged at an additional fee. Requires access to Customer utility and metering account data and building management solution integration. Certain sensors are required for operation of Healthy Building application, which are not provided by Honeywell unless specified in an order for sensor hardware. Ability to add certain feature work, which will be charged and deployed separately pursuant to a written and executed Statement of Work.</p>
<b>Carbon &amp; Energy Management Optimize</b>	<p>Optimize package currently includes the applications that are part of Monitor and Control packages in addition to Intelligent Buildings Optimization application, dynamically controlled indoor environment air quality features, and the ability to optimize energy savings based on occupancy level settings and measurements. The Optimize package leverages AI and ML functionality to optimize building operations to help configure the ideal occupant experience, optimize energy efficiency, help improve indoor air quality and overall building performance metrics.*</p> <p>Base Optimize package subscription fees are charged per Site per year (charges vary from Site to Site).</p> <p><i>*Solution leverages advanced AI and ML algorithms to deliver a dynamic energy baseline based on several independent variables based on Customer and other relevant building or environmental data, such as building occupancy, heating degree days, and cooling degree days. Energy usage is tracked at up to 15-minute intervals against the established baseline and Users are notified via Customer selected solution alerts if the actual consumption exceeds the established baseline by a certain percentage, as defined by Customer or User. This helps the customer to react quickly to any anomaly in building operations and minimize associated higher costs.</i></p>

<b>Power Manager Application</b>	<p>Power Manager Application currently includes the following features:</p> <ul style="list-style-type: none"> <li>• Microgrid operational status and key KPIs for Solar PV, BESS, Fuel Generation</li> <li>• Microgrid controls for cost optimization, carbon optimization, and microgrid islanding</li> <li>• Real time building load demand forecasting with AI/ML algorithm*</li> <li>• Reducing building demand charges using Dynamic Load Management with load shedding and limiting AI/ML algorithms**</li> <li>• Monthly and real time reporting on energy consumption, utility savings, and carbon emissions*</li> </ul> <p>*Data will be updated based on the frequency set by Customer building meters  **Based upon Customer's building assets, results may vary</p>
<b>EV Manager Application</b>	<p>EV Manager Application currently includes the following features:</p> <ul style="list-style-type: none"> <li>• EV Ports operational status, port attributes and event log history</li> <li>• EV Smart Charging for cost optimization and carbon reduction</li> <li>• Key KPIs such as EV Charging Sessions, EV Utilization, Power Delivery and EV Energy Consumption</li> <li>• Real time building load demand forecasting with AI/ML algorithm*</li> <li>• Reducing building demand charges using Dynamic Load Management with load shedding and limiting AI/ML algorithms**</li> <li>• Reducing building energy consumption during peak tariff hours with “time of use” load management</li> <li>• Monthly and real time reporting on energy consumption, utility savings, and carbon emissions*</li> </ul> <p>*Data will be updated based on the frequency set by Customer building meters  **Based upon Customer's building assets, results may vary</p>

### C. General Offering Terms

1. **Gateway.** As part of our Offerings, we will provide you with certain hardware and/or software to install and run on your site which will facilitate the information transfer to and from your sites and the Honeywell Forge Cloud (collectively “Honeywell Forge Connect Software” and/or “HFCS”). In regard to HFCS, we grant to you a limited, revocable, non-exclusive, non-assignable, non-transferable license to certain software components, as managed and secured in your hosting environment, that you will need to install, promptly update or allow us to update (when applicable), and this software will be provided solely for use with the Gateway. Honeywell Forge Cloud is the cloud environment maintained by us to operate the SaaS Offerings purchased by you. Unless we provide you hardware as detailed in your Order Form or Proposal, you will provide a virtual machine/hardware with an operating system (“HFCS Execution System”) in a certified configuration, as specified by us, which will host the HFCS. HFCS as provided by us and the HFCS Execution System collectively forms a Honeywell Forge Connect Gateway (also referred to as “Gateway”). Depending upon your unique demands as to performance, availability, throughput, and other requirements, you may require multiple Gateways in your environment. We and our affiliates, licensors and suppliers own all intellectual property rights in the provided HFCS and Offerings, and reserve all rights not expressly granted to you. You shall, promptly notify us of any known security breach that impacts the Gateway. Upon termination of the Agreement, you will destroy the HFCS from all Gateways in use and/or return provided hardware, in the manner as mutually agreed between the parties.

The Gateways sit in your environment, and you acknowledge and agree that you are responsible for ensuring that they are properly and adequately secured and protected. To facilitate communication to the Gateway, you will need to provide adequate network connectivity to allow access to your data sources. Providing network connectivity may include providing internet connection, sharing proxy configurations, configuring certificates, opening ports and updating firewall rules, etc. If your network connectivity causes SaaS availability issues, these will not be factored into our SaaS availability calculation. You are responsible for compliance with applicable laws implicated by your use of the Gateway and for maintaining your equipment and infrastructure to meet the required security, performance, availability, and other connectivity related criteria to use the SaaS. You agree to only use and locate the Gateways at the site addresses listed in the Order Form. We will provide materials with the HFCS which should enable you to independently configure and install the Gateways. Included in the materials you will also find contact details for technical support.

2. **Gateways Updates:** **A. Honeywell-Provided HFCS Execution System.** We may periodically update (remote and/or on-premise) the HFCS Execution Systems and/or the HFCS. When able, we will provide notice in regard to the updates for the HFCS Execution Systems and/or the HFCS and the time duration within which the updates will be applied by you. You agree to provide all necessary support for these updates. In the event you require our assistance with updating or troubleshooting the HFCS Execution System and/or HFCS, you will need to grant us remote access. **B. Customer-Provided HFCS Execution System.** We may periodically need the HFCS Execution Systems to be updated. We will publish information about the required updates for the HFCS Execution Systems and the time duration within which the updates need to be applied by you. You understand and acknowledge that the virtual machine/hardware associated with the HFCS Execution Systems may need to be replaced from time to time and that this is your responsibility and at your cost. In the event you require our assistance with updating or troubleshooting the HFCS Execution System, you will need to grant us remote access. We will not be liable for your failure to timely update or secure the Gateways. From time to time, we may push and/or update the HFCS.
3. **Third-Party Systems.** We do not provide support for or guarantee interoperability with third-party systems, and we are not responsible for the integrity, availability, or quality of data provided by third-party systems. Please note that you are responsible for providing or updating any dependent third-party components.
4. **Customer Responsibilities:** **A.** Customer agrees that it shall meet all minimum requirements for the Offering(s) which are provided by Honeywell with the Agreement, which will include maintaining an online Forge Connect Gateway as deployed. Such minimum requirements may be updated from time to time. **B.** The Offering(s) provide you with information about equipment health, equipment performance, operation metrics and business metrics to help inform your decisions around equipment and operations which may include machine downtime, maintenance activities, operation bottlenecks, among other related matters. The Offerings are not intended for, or to meet, any sustainability, carbon, or cyber regulatory compliance requirements. You agree and acknowledge that Honeywell is not responsible or liable for any damage, claims or injury arising out of or in any way related to your access or use of, or action, inaction, or reliance on information contained within or transmitted by the Offering, and you expressly accept this limitation when subscribing to the Offering. You agree that you will not rely on the Offering for any life safety, critical or other regulatory compliance purposes. The Offering is not a substitute for a third-party monitored emergency notification system. We make no representation or warranty that your use of the Offering will improve your operations, safety, sustainability, cyber capabilities, or reliability. **C.** The Offering(s) may require Firewall rule configurations made on the Customer premises. These include northbound firewall configurations for data sent to/from the Forge Cloud, including machine data transmitted to the cloud, lifecycle management configuration data sent back to the device, and edge software updates.

Certain features and functionality of the Offering(s) may allow you to enter your own analytics or set points, dashboard and/or configurations. We do not guarantee the reliability or accuracy of the Offering's output, and you are solely responsible for its use and interpretation. Any default analytics and set points provided in the Offering are intended to help inform your decisions, but ultimately, you are responsible for ensuring that all notifications and alarms set in your instance, based on the default analytics, and set points, are accurate.

Any analytics and set points provided by you are at your discretion and we are not responsible for the recommendations provided by the Offering(s) or your actions taken because of these analytics and set points. Any analytics and set points provided in the Offering are intended solely to help with your decisions but ultimately you are responsible and liable for ensuring that all notifications and alarms set in your instance are handled appropriately for your business. Actions taken on alarms (including closing, deleting, or snoozing) are visible to all authorized users and applicable across the entire Site. The Offering is not designed or intended for real-time or time-critical control of your equipment, internet and network connectivity, and infrastructure (i.e., sensors, building assets, base control system, OPC server, network switches, and IoT devices, etc.) nor for emergency situations and should not be relied upon as a primary system. Its operational use is limited to a system for monitoring and managing equipment for general operations and maintenance insights. You will not upload, or permit the uploading of, sensitive personal data into the Offerings (including but not limited to social security numbers, bank account numbers, credit card numbers, geolocations) and industry specific sensitive or regulated data. You are solely responsible to confirm that your use of the Offering(s) is in conformance with any applicable third-party requirements, including service and/or warranty requirements. We may provide self-service training modules to assist with the provision of Offering training to your Users. On-site training may be available at an additional fee.

#### **D. Customer Site Readiness**

In order to deploy, implement and maintain the SaaS Offerings at each Site, as conditions precedent, Customer understands and agrees to ensure that each Site meets minimum Site readiness requirements as provided by Honeywell and as required per the applicable Offering ("**Site Readiness**"). Honeywell is not liable for any delays or

impairment of Offering functionality caused by Customer's failure to provide and maintain Site Readiness, and Customer will remain responsible for all payments and obligations provided in an Order Form irrespective of any such delays or failures. For Site Readiness areas identified below as "Pre-Site Connection", these readiness conditions must be met by Customer before any Honeywell Implementation work can commence on the SaaS Offering deliverables in this Order Form. Other areas not identified as Pre-Site Connection must be maintained by Customer as ongoing Site Readiness responsibilities during the Term. The minimum Site Readiness requirements that Customer will provide include, but are not limited to:

- Pre-Site Connection - As part of a Site assessments, data and documentation on Site architecture, systems, vendors, utilities, assets and connectivity requirements;
- Pre-Site Connection - Site network, port and secure locations for installation of hardware and software;
- Pre-Site Connection - Customer IT team access and IT technical information to connect Offerings;
- Pre-Site Connection - Approved firewall to deny inbound and restrict outbound access to Customer systems;
- Pre-Site Connection - Connectivity to the internet with suitable reliability and bandwidth to uplift the projected data rates;
- Dedicated Customer team, including a lead project manager, an ICT/IT go to person, a Site expert, and executive sponsor, to ensure all Site Readiness requirements are met;
- Access to all Site assets and systems, and related data, such as utility meters and air handling systems, to enable the SaaS Offerings;
- Live and historical data need to be in the same format. Adopting different formats for the live and historical data feed may cause longer onboarding time;
- Up to date endpoint protection installed and configured on all servers and workstations;
- Maintenance of firewall, servers, operating systems and application patching, backups, and endpoint protection;
- Processes for change management, log review, disaster recovery, incident management, patch management, and credential management; and
- Monitoring solution shall be in place to detect missing software updates and patches

#### **E. EV Manager Feature Terms**

The following additional terms only apply to your purchase of the EV Manager feature.

For you to use the EV Manager SaaS application, in addition to any other conditions set forth in these terms, you understand and agree that your site will meet and maintain the following pre-requisites:

- an active subscription of Carbon and Energy Management-Control package
- Honeywell Forge Connect Gateway (when applicable)
- Niagara Gateway (JACE) with OCPP Driver for EVSE integration\*

\*As part of the EV Manager application, we will provide you with hardware that will function as a local proxy ("Local Proxy") free-of-charge to integrate your Site's EV charging stations with the on-site Building Management System. Local Proxy is provided during the term of your subscription and not sold. You agree to only use the Local Proxy for the purpose of your use of EV Manager. You are responsible for ensuring that the Local Proxy remains installed for the operation of the EV Manager.

You understand and acknowledge that the use of the Local Proxy depends on continuous cellular or Wi-Fi connectivity and it will not function as intended if connectivity is poor or lost. It is your responsibility to ensure that the Site of the Local Proxy installation has sufficient cellular or Wi-Fi coverage to enable the Local Proxy to function properly. You acknowledge that cellular or Wi-Fi connectivity operates on radio and signal frequencies and multiple external sources can impact the quality or availability of signal transmission. We are not responsible for connectivity issues, and we give no warranty or guarantee as to network coverage, quality, or availability. We are also not responsible for lost data and you agree to implement adequate backup storage.

We grant to you a limited, worldwide (subject to export restrictions), non-exclusive, nontransferable, revocable, license to software incorporated within the Local Proxy ("Embedded Software") solely for use with the Local Proxy. We and our affiliates and licensors and suppliers own all intellectual property rights in the Embedded Software, and reserve all rights not expressly granted to you in this Agreement.

We will use commercially reasonable efforts to repair the Local Proxy if it fails to function in substantial conformance with its published specifications. Notwithstanding the foregoing, we do not warrant or guarantee the performance of the Local Proxy and we are not responsible or liable for issues, problems, damages, or loss arising from or related to the failure of the Local Proxy. Repair of the Local Proxy is your sole and exclusive remedy for its failures.

It is your responsibility to ensure that the third-party EV infrastructure, including but not limited to charging station, charge management system, complies with applicable laws, regulations, rules, and codes and has been installed and maintained in accordance with published specifications. We have no liability for any failure of or inability to use or access the EV manager that is caused by defects or failures in the third-party EV infrastructure.

Any set points provided by you are at your discretion and at your own risks. You are solely responsible to confirm all set points are within the range permitted by your EV infrastructure. We are not responsible for any recommendations or actions by EV Manager based on the set points. In particular, you understand that any recommendations or actions by EV Manager is based on the data that EV Manager collects from the third-party EV infrastructure and that any omissions, errors, or inaccuracies in the data may result in inaccurate, faulty, or improper recommendations or actions by EV Manager. You agree that any data that you share with Honeywell through EV Manager is shared with all required consents and authorizations as may be required by third parties or applicable law.

Your use of the EV Manager is compliant with any applicable third-party product requirements, authorizations, and licenses, including but not limited to such third-party product's warranty requirements. You acknowledge and understand that in the event that use or connection of EV Manager with any third-party product voids the warranty accompanying the third-party product, we are not responsible or liable for repair or replacement of the third-party product. Your use of EV Manager is at your own risk. We make no warranties regarding any compatibility of EV Manager with any third-party EV infrastructure.