



**PROSPECT HEIGHTS DISTRICT 23
BOARD OF EDUCATION
ACTION ITEM**

Date: February 23, 2021
Title: Honeywell Service Contract
Contact: Amy McPartlin, Assistant Superintendent for Finance & Operations
Brian Rominski, Director of Buildings & Grounds

BACKGROUND INFORMATION:

Honeywell's five (5) year service contract expires March 31, 2021. Previously, service contract quarterly payments were aligned with the District 23 fiscal year, but the service contract dates did not. This will be resolved with the execution of the new attached contract. The new contract covers the remainder of this fiscal year (April 1 - June 30) and then a standard 1 year contract from July 1, 2021 - June 30, 2022.

ADMINISTRATIVE CONSIDERATIONS:

As previously mentioned by the Building & Sites Committee, Honeywell has experienced service related difficulties since June of 2019, mostly because of high turnover of local staff. District administration and Honeywell executives have developed a road map for their success, and are pleased with their progress and fulfillment to date. Administration has asked Honeywell to provide a one year and four month service contract at this time, to align future contracts with the District fiscal year. The four month extension through June 30, 2021 and the associated cost of \$28,149.96 has already been budgeted for and encumbered in Infinite Visions out of the Operations and Maintenance fund. Both the 4 month extension and 1 year contract represent no increase in costs from the current contract amount.

RECOMMENDED ACTION:

That the Board of Education accept the proposal in the amount of \$28,149.96 (April 1, 2021 - June 30 2021) and \$112,872.00 (July 1 2021 - June 30th 2022) from Honeywell Building Solutions for building automation services.

Honeywell Building Solutions

SERVICE AGREEMENT

Date: 2-18-21

Proposal Number: 911-21-1013 Agreement Number: 40099157

(HONEYWELL)

Honeywell Building Solutions
95 E. Algonquin Road
DesPlaines, IL 60017

(CUSTOMER)

Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070

Service Location Name: Eisenhower, MacArthur, Ross and Sullivan Schools & Administration Building
Service Location Address: Prospect Heights, IL 60070

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|---|--|
| <input type="checkbox"/> Preferred Temperature Control Services | <input type="checkbox"/> Site Services |
| <input type="checkbox"/> Flex Temperature Control Services | <input type="checkbox"/> Honeywell Energy Analysis Reporting |
| <input checked="" type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Air Filter Services |
| <input type="checkbox"/> Flex Automation Services | <input type="checkbox"/> Water Treatment Services |
| <input checked="" type="checkbox"/> Preferred Fire Alarm Maintenance Services | <input type="checkbox"/> Critical Parts Stocking |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services | <input type="checkbox"/> Thermography Services |
| <input checked="" type="checkbox"/> Preferred Security System Inspect Services | <input type="checkbox"/> Emergency Generator Services |
| <input type="checkbox"/> Flex Security System Services | <input type="checkbox"/> In Suite Services |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics |
| <input type="checkbox"/> Flex Mechanical Maintenance Services | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input type="checkbox"/> Service Management Software |
| <input checked="" type="checkbox"/> EBI Life Cycle/Honeywell Software Assurance/(HSA) | <input type="checkbox"/> FM Worksite |
| <input type="checkbox"/> Online Services | <input checked="" type="checkbox"/> Other/Special Provisions FORGE |
| <input type="checkbox"/> Advanced Support | <input checked="" type="checkbox"/> Honeywell Users Group |
| <input type="checkbox"/> Attune™ Advisory Services - Operations | <input type="checkbox"/> Attune™ Advisory Services - Energy Optimization |
| <input type="checkbox"/> Attune™ Advisory Services – Energy Awareness | <input type="checkbox"/> Attune™ Advisory Services – Lobby Digital Signage |
| <input type="checkbox"/> Outcome Based Service—Assurance Automation | <input type="checkbox"/> Outcome Based Service—Dynamic Automation |
| <input type="checkbox"/> Outcome Based Service—Vision | <input type="checkbox"/> Cybersecurity Services |

Contract Term: 1 year 4 months from the Effective Date. Customer____ Honeywell____
(INITIALS)

Contract Effective Date: March 1, 2021. Anniversary date to be revised to July 1, 2021.

Price for March 1, 2021 to June 30, 2021: \$37,533.00

- Customer has paid through March 31, 2021 – Amount owed for 04/1/2021-06/30/2021 is \$28,149.96

Price for July 1, 2021 to June 30, 2022: \$112,872.00

Payment Terms: Quarterly in advance

- Sales Tax will be invoiced separately Use Tax is included in the Price This sale is tax exempt

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature) _____
Name: _____
Title: _____
Date: _____

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:

**HONEYWELL INTERNATIONAL INC., through
its Honeywell Building Solutions business unit**

Customer's Name

Signature: By: _____
Name: _____
Title: _____
Date: _____

Signature: By: _____
Name: _____
Title: _____
Date: _____

Preferred Automation Maintenance Services

Scope - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment: Front End

1	Dell Server		Buildings & Grounds Office
1	Computer Monitor		Buildings & Grounds Office
1	Dual Cobox		For Ross/Sullivan & MacArthur Fire Panels
1	Single Cobox		For Eisenhower Fire Panel

List of Covered Equipment: MacArthur School Building Automation System

Qty	Description	Model Number	Location
1	Plant Controller	Comfort Point Open – PC-6A	
71	Heat Pump Controllers	Comfort Point Open - CP-SPC	33 – MacArthur – Bard Units 38 – MacArthur – Water Furnace Units
6	RTU Heat Pump Controllers	CP-SPC	6 – MacArthur – Water Furnace Units
1	Geothermal System Pump Controller	CP-SPC	1 – MacArthur
1	Lighting Controller	CP-SPC	1 – MacArthur School
1	Exhaust Fan Controller	CP-SPC	1 – MacArthur School
9	Transformers	5 – PSH100AB10 4 – TR100VA001	9 – MacArthur School
77	Room Temperature Sensors	TR22	33 – MacArthur – Bard Heat Pumps 38 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
77	Duct Temperature Sensors	C7041B2005	33 – MacArthur – Bard Units 38 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
71	CO2 Sensors	33 – Dwyer – CDT Series 38 – C7232A1016	33 – MacArthur – Bard Units 32 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
71	Damper Actuator	33 – M7411C 32 – MS7503A2030	33 – MacArthur – Bard Units 32 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
77	Occupancy Sensors		33 – MacArthur – Bard Units 38 – MacArthur – Water Furnace Units 6 – MacArthur – Water Furnace RTU's
1	Tower Lights Module, Base, Horn and LED	TWS-BC, TWS-BP1, TWS-A-G, TWS-LLS-G	MacArthur School – for Geothermal System Pump
2	Current Sensors	Veris - H608	MacArthur School – for Geothermal System Pump
1	Water Flow Switch		MacArthur School – for Geothermal System Pump
3	Relays	RIBU1C	MacArthur School – for Geothermal System Pump
1	Outside Air Sensor	C7041F2006	MacArthur School – for Geothermal System Pump
2	Temp Sensors (immersion)	C7041D2001	MacArthur School – for Geothermal System Pump
17	Electric T-Stat (wall)	T6051A1016	17 – MacArthur School – for unit heaters

List of Covered Equipment: Ross & Sullivan School Automation System

Qty	Description	Model Number	Location
2	Plant Controller	Comfort Point Open – PC-6A	1 – Sullivan 1 – Ross
67	Heat Pump Controllers (rooms)	Comfort Point Open - CP-SPC	16 – Sullivan – Bard Units 18 – Sullivan – Climate Master Units 18 – Ross – Bard Units 15 – Ross Climate Master Units
6	Heat Pump Controllers (corridors)	Comfort Point Open - CP-SPC	2 – Sullivan – Climate Master Units 4 – Ross - Climate Master Units
3	RTU Heat Pump Controllers	CP-SPC	1 – Ross Gym 1 – Sullivan Gym 1 – Ross/Sullivan Kitchen
1	Geothermal System Pump Controller	CP-SPC	1 –
5	Transformers	3 – PSH100AB10 2 – TR100VA001	5 – Ross and Sullivan
39	Room Temperature Sensors	TR22	20 – Sullivan – Climate Master Units 19 – Ross Climate Master Units
34	Combo Temperature and Humidity Sensors	TR23-H	16 – Sullivan – Bard Units 18 – Ross – Bard Units
73	Duct Temperature Sensors	C7041B2005	16 – Sullivan – Bard Units 20 – Sullivan – Climate Master Units 18 – Ross – Bard Units 19 – Ross Climate Master Units
34	Strap on Temperature Sensors for Hot Gas	THTSPC000	16 – Sullivan – Bard Units 18 – Ross – Bard Units
73	CO2 Sensors	73 – C7232A1016	16 – Sullivan – Bard Units 20 – Sullivan – Climate Master Units 18 – Ross – Bard Units 19 – Ross Climate Master Units
70	Damper Actuator	17 – MS8103A1030 9 – MS7503A2030 3 – MS7520A2007 41 – Other	16 – Sullivan – Bard Units 18 – Sullivan – Climate Master Unites 18 – Ross – Bard Units 15 – Ross – Climate Master Units 3 – RTU's
73	Occupancy Sensors		16 – Sullivan – Bard Units 20 – Sullivan – Climate Master Units 18 – Ross – Bard Units 19 – Ross Climate Master Units
1	Pressure Differential Switch	PWT100	Geothermal System Pump
18	Current Sensors	Veris - H608	Geothermal System Pump
1	Flow Meter	Onicon – F-1110	Geothermal System Pump
35	Relays	RIBU1C	Geothermal System Pump
34	Relays	RIBU1C	For De-Humidification Control
1	Outside Air Sensor	C7041F2006	
2	Temp Sensors (immersion)	C7041D2001	Geothermal System Pump
4	Temp Sensors (strap on)	C7041K2005	Geothermal System Pump
13	Electric T-Stat (wall)	T6051A1016	13 – Ross & Sullivan – for unit heaters
34	Current Sensors	H300	For 2020 De-Humidification Project

List of Covered Equipment: Eisenhower School Automation System

Qty	Description	Model Number	Location
1	Plant Controller	Comfort Point Open – PC-6A	1 – Eisenhower School

32	Heat Pump Controllers	Comfort Point Open - CP-SPC	16 – Eisenhower School – Bard Units 16 – Eisenhower School – Climate Master
1	Input/Output Module	CP Open – CPO-IO83OA	1 – Eisenhower School
4	Transformers	2 – PSH100AB10 2 – TR100VA001	4 – Eisenhower School
4	Room Temperature Sensors	TR22	4 – Eisenhower School
31	Combo Temperature and Humidity Sensors	TR23-H	16 – Eisenhower School – Bard Units 15 – Eisenhower School – Climate Master
32	Duct Temperature Sensors	C7041B2005 C7770A1006	32 – Eisenhower School
2	Strap on Temperature Sensors for Hot Gas	THTSPC000	2 – Eisenhower School
31	CO2 Sensors	32 – C7232A1016	13 – Eisenhower School – Climate Master 2 – Eisenhower School RTU – Climate Master 16 – Eisenhower School – Bard Units
32	Damper Actuator	16 – MS7505A2030 16 - Other	32 – Eisenhower School
9	Valves – Hot Water Coil	V5863A3028	9 – Eisenhower Hot Water Coils 8 – 1 st floor 1 – 2 nd floor
9	Valve Actuators – Hot Water Coil	M6410A3017	9 – Eisenhower Hot Water Coils 8 – 1 st floor 1 – 2 nd floor
30	Occupancy Sensors		30 – Eisenhower School
1	Duct Static Sensor	P7640B1032	Geothermal System Pump
5	Current Sensors	Veris - H608	Geothermal System Pump
9	Relays	RIBU1C RIBAN24C	Geothermal System Pump
38	Relays	RIBU1C	Relays for De-humidification control
1	Outside Air Sensor	C7041F2006	
2	Temp Sensors (immersion)	C7041D2001	Geothermal System Pump
9	Electric T-Stat (wall)	T6051A1016	9 – Eisenhower School – for unit heaters

List of Covered Software:

Drawing number(s) and date(s) (if applicable)				
Quantity	Software Product Number	Version	Product Description	Location
1	EBI	R600	License # 42771	Building and Grounds Office

1.2 Coverage - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL’S computer data bank of maintenance experience and manufacturer’s specifications, according to HONEYWELL’S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

1.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At HONEYWELL’S sole discretion, marginal components

may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within eight (8) hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.6 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.7 Honeywell ServicePortal - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Preferred Fire Alarm Maintenance Services

HONEYWELL will maintain the fire alarm system components and software listed below:

Qty	Description	Model Number	Location
4	XLS140 Intelligent Fire Alarm Panel	XLS140	1 – Eisenhower School 1 – Ross School 1 – Sullivan School/Admin. Building 1 – MacArthur School
4	Annunciator Panels		1 – Eisenhower School 1 – Ross School 1 – Sullivan School/Admin. Building 1 – MacArthur School
287	Smoke Detectors	TC806	2 – Administration Building (1 st Floor) 39 – Eisenhower School Various 12 – Eisenhower Rm. 208, 112A, 117, 120, 207, 209, 210 42 – Ross School Various 2 – Ross Rm. 100, Outside Rm. 202 6 – Ross Gym 67 – Sullivan School/Admin. Building 6 – Sullivan Gym 87 – MacArthur Various Locations 17 – MacArthur School 4 - MacArthur Little Theatre 9 - MacArthur Gym 1 - Computer Storage Rm. 110B 2 - Storage Rm. 132 7 – Various Schools
7	Duct Smoke Detectors		1 – Administration Building 4 – Eisenhower School 2 – Ross School
30	Heat Detectors		1 – Eisenhower School 5 – Ross School 5 – Sullivan School/Admin. Building 19 – MacArthur School
1	Explosion Proof Heat Detector		1 – Ross School
9	Water Flow		6 – Eisenhower School 3 – Sullivan School/Admin. Building
117	Pull Stations		2 – Administration Building (1 st Floor) 15 – Eisenhower School 15 – Ross School 13 – Sullivan School/Admin. Building 2 – Sullivan School Room 119, 121 39 – MacArthur School Various 10 – MacArthur School 1 - Front School Entry 2 - Cafeteria 1 - Cafeteria Hall 1 - Stage 135 1 - Band Rm. 305 1 - Orchestra Rm. 307 1 - Art Rm. 309 1 - Hall Exit Door near Rm. 311 1 - Home Ec Lab 315 21 – Various Schools
13	Relay/Signal Module	TC810	7 – Eisenhower School 1 – Ross School 4 – Sullivan School/Admin. Building 1 – MacArthur School

9	Control Modules	TC810N1013	3 – Administration & Sullivan School 2 – Ross School 2 – Eisenhower School 2 – MacArthur School
4	Control Modules	TC810N1013	4 – For Eisenhower Duct Smokes
20	Fire Door Holders		2 – Ross School 2 – Sullivan School/Admin. Building 6 – MacArthur Kitchen Area 10 – Various Schools
4	Sync Modules	MDL	1 – Administration & Sullivan School 1 – Ross School 1 – Eisenhower School 1 – MacArthur School
12	Booster Power Supply and batteries	HPF24S8	3 – Administration & Sullivan School 2 – Ross School 2 – Eisenhower School 5 – MacArthur School
1	Door Holder Power Supply	HP400ULX	1 – MacArthur School
103	Horn Strobes		17 – Eisenhower School 16 – Ross School 17 – Sullivan School/Admin. Building 41 – MacArthur School 12 – Various Schools
133	Strobes		31 – Eisenhower School 38 – Ross School 20 – Sullivan School/Admin. Building 34 – MacArthur School 10 – Various Schools
20	Horn/Strobes (see below for locations)	P2R	1 – Administration Building 5 – Sullivan School 14 – MacArthur School
75	Strobes (see below for locations)	SR	1 – Administration Building 22 – Sullivan School 2 – Ross School 12 – Eisenhower School 38 – MacArthur School

Horn/Strobe and Strobe Locations

20 – Horn/Strobes

- 1 – Sullivan School – Entry Area
- 5 – Administration Building
 - 1 – Board Room
 - 3 – 1st Floor Offices
 - 1 – Lower Level Sink Area
- 14 – MacArthur School
 - 3 – Court Yard
 - 2 – Cafeteria
 - 1 – Girl’s Locker Room 141
 - 1 – Boy’s Locker Room 157
 - 1 – Band Room 305
 - 1 – Art Room 309
 - 1 – Home Ec Lab 315
 - 1 – Room 512
 - 1 – Hall outside cafeteria
 - 1 – Room 601
 - 1 – Room 606

75 – Strobes

- 1 – Administration Building – Lower Level Office
- 22 – Sullivan School
 - 1 – Room 100
 - 1 – Room 102A
 - 1 – Room 102
 - 1 – Room 104
 - 1 – Room 119
 - 1 – Room 121
 - 1 – Room 130
 - 1 – Room 132
 - 1 – Room 134
 - 1 – Room 136

1 – Rest Room 137	1 – Room 138
1 – Room 145	1 – Room 146
1 – Room 147	1 – Room 148
1 – Room 149	1 – Room 150
1 – Room 151	1 – Room 152
1 – Room 153	1 – Room 154
2 – Ross School	
1 – Room 201	
1 – Room 203	
12 – Eisenhower School	
1 – Room 101	1 – Room 102
1 – Room 110	1 – Room 301
1 – Room 302	1 – Room 303
1 – Room 304	1 – Room 305
1 – Room 307	1 – Room 308
1 – Room 309	1 – Room 310
38 – MacArthur School	
1 – Room 103	1 – Room 104
1 – Rest Room 105	1 – Computer Lab Room 110 Storage Room
1 – P.E. Office Room 140	1 – P.E. Office Rest Room (Room 140)
1 – Girl’s Locker Room 141	1 – Boy’s Locker Room 157
1 – Room 200	1 – Room 201
1 – Room 202	1 – Room 204
1 – Room 206	1 – P.E. Office Rest Room (Room 301)
1 – P.E. Office Room 301	2 – Band Practice Rooms 305
2 – Orchestra Practice Rooms 307	
1 – Room 310	1 – Room 311
1 – Room 402	1 – Room 404
1 – Room 406	1 – Room 408
1 – Room 409	1 – Room 413
1 – Science Lab 503	1 – Room 506
1 – Room 507	1 – Room 508
1 – Room 509	1 – Room 510
1 – Room 511	2 – Small Restroom near room 512
1 – Room 602	1 – Room 605

1.2 Preventive Maintenance - Each preventive call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER.

1.3 Testing - HONEYWELL will perform two test(s) per year per initiating device and, at CUSTOMER’S request, furnish a written report certifying that such have been completed. HONEYWELL will test the fire alarm system: in accordance with the schedule and tasks outlined in NFPA 72 (1999), Chapter 7 (National Fire Alarm Code) in the United States and in accordance with ULC-536-xx Standard For The Inspection And Testing Of Fire Alarm Systems in Canada, using the date of the contract execution or renewal as the starting date for determining when each test must be conducted except as described below:

- Customer will perform required testing of water flow devices, fire pump monitoring and valve tamper/supervisory devices.
- Customer will perform required visual inspections of smoke detectors, Honeywell will conduct only required functionality and sensitivity testing.

Customer will perform required testing of visual and audible notification appliances.

1.4 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At HONEYWELL’S sole discretion, marginal components may also be repaired

or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly. On systems that require compliance with Underwriter Laboratory (UL) standards, only Underwriters Laboratory-approved products will be used for component replacement.

1.5 Software Support – HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER’S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER’S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER’S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER’S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.6 Emergency Service – Should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER site within eight (8) hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.7 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER’S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.8 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Preferred Security System Inspect Services

1.1 Scope - HONEYWELL will maintain security system hardware and software found in the List of Covered Equipment and Software below.

Eisenhower School

QTY	Description	Model Number	Location
1	Control Panel (includes batteries)	Ademco Vista 128	Boiler Room
1	Keypads	Ademco 6160	1 – Gym Store Room
1	Inside Sirens		1 – Lower Level Hall
7	Motion Detectors		1 – Hall Motion (rm. 104) 1 – Hall Motion (rm. 106) 1 – West Front Motion 1 – East Front Motion 1 – East Stairway Motion 1 – Gym Motion 1 – West Stairway Motion
2	Door Contacts		1 – West Gym Door 1 – East Gym Door
1	HVAC Trouble (input module)		
1	Wireless Receiver (for door release)		
2	Wireless Release Buttons		2 – Administration Area
2	Hardwire Panic Buttons		2 – Administration Area

Administration Building, Sullivan School and Betsy Ross School

QTY	Description	Model Number	Location
1	Control Panel (includes batteries)	Ademco Vista 128	Administration Building (Building/Grounds Office)
4	Keypads	Ademco 6160	1 – Administration Entry 1 – Sullivan North Entry, 2 – Ross Entry
4	Expander Modules	Ademco 4208U	2 – Ross 2 - Sullivan
3	Inside Sirens		1 – Ross 2 - Sullivan
18	Motion Detectors		1 – Administration – Business Managers Office 1 – Administration OFC 1 – North East Hall 1 – Outside IMC 1 – N.E. Hall 1 – North Office Hall 1 – South Office Hall 1 – East/West Hall 1 – 3 rd Grade South 1 – 3 rd Grade North 1 – Sullivan – near classroom 144 1 – Sullivan & Ross link 1 – Gym North Hall 1 – Gym West Hall 1 – Art Room 1 – Ross – near classroom 114 1 – Ross Center Hall 1 – Ross LRC 1 – Ross South Hall 1 – Ross West Hall

10	Door Contacts		1 – Administration – Business Manager’s Office 1 – Maintenance Trap Door 1 – South Basement 2 – East/West Basement 1 – North School 1 – IMC 1 – Ross boiler room 1 – Ross LRC S.W. door 1 – Ross west exterior 2 – Ross Gym Storage Doors Rms. 002 & 003 – doors to outside
4	Window Contacts		2 – Administration – Business Managers Office 2 – Ross LRC SW
1	HVAC Trouble (input module)		
3	Wireless Receiver (for door release)		1 – Administration Building 1 – Ross School 1 – Sullivan School
6	Wireless Release Buttons		2 – Administration Building 2 – Ross School 2 – Sullivan School
6	Hardwire Panic Buttons		2 – Administration Area 2 – Ross School 2 – Sullivan School

MacArthur School

QTY	Description	Model Number	Location
1	Control Panel (includes batteries)	Ademco Vista 128	Boiler Room
2	Keypads	Ademco 6160	1 – Boiler Room 1 – Entry
1	Inside Siren		Outside Little Theater
20	Motion Detectors		1 – Hall Cafeteria 1 – Interior 1 – Hall Near Rm. 413 1 – Hall Near Rm. 500 1 – Hall at Rm. 409 1 – Hall at Rm. 310 1 – West LT Lobby 1 – Hall at Staff Room 1 – Marquette Rd 1 – Main Entrance 1 – Hall Near Gym & Library 1 – Main Office 1 – Asst. Principle Office 1 – Principle Office 1 – N.W. Hall 1 – Home Economics S. E. 1 – Home Economics S. W. 1 – Tech Lab East 1 – Tech Lab West 1 – Hall Near Room 409
11	Door Contacts (single)		1 – North Gym 1 – South Gym 1 – Boy’s Locker Room 1 – Band Room 1 – Girl’s Locker Room 1 – Over Head 1 – Valve Room 1 – Home Economic Room 1 – Tech Lab

			1 – Art Room 1 – Orchestra
4	Door Contacts (double)		1 – North East Side 1 – South Side 1 – N.W. Side 1 – S. W. Side
1	HVAC Trouble (input module)		
1	Wireless Receiver (for door release)		
2	Wireless Release Buttons		2 – Administration Area
2	Hardwire Panic Buttons		2 – Administration Area

List of Covered Equipment: Card Access System

Qty	Description	Model Number	Location
5	Card Access Controllers	Tema Line TS2-NE	2 – MacArthur School 1 – Sullivan School 1 – Ross School 1 – Eisenhower School
50	Card Access Door Modules	Tema Line Tk-S014	14 – MacArthur School 10 – Sullivan School 3 – Administration Building 14 – Ross School 9 – Eisenhower School
52	Card Access Readers		14 – MacArthur School 10 – Sullivan School 4 – Administration Building 14 – Ross School 10 – Eisenhower School
52	Door Locks	50 – Door Strikes 2 – Magnetic Locks	Same locations as card readers Magnetic Locks are located in Admin
2	Push to Exit Buttons		2 – Administration Building

List of Covered Equipment: DVM (Digital Video Management System)

Qty	Description	Model Number	Location
1	Database Server	Dell	1 – Sullivan IT Closet
4	Camera Servers	Dell Located in Sullivan IT Closet	1 – MacArthur School 1 – Sullivan School/Admin 1 – Ross School 1 – Eisenhower School
22	Interior Fixed IP Cameras	Axis P3354	5 – MacArthur School 3 – Sullivan School 1 – Administration Building 9 – Ross School 4 – Eisenhower School
3	Exterior Fixed IP Cameras	1 – Axis Q1755 2 – Axis P3364	1 – Sullivan School - Axis Q1755 1 – Administration Building 1 – Ross School

List of Covered Software:

Drawing number(s) and date(s) (if applicable)				
QTY	Software Product Number	Version	Product Description	Location
1	DVM	R600	License # 87850	Sullivan School – IT Closet

1.2 Preventive Maintenance - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL’S computer data bank of maintenance experience and manufacturer’s specifications, according to HONEYWELL’S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected security equipment.

1.3 Testing – HONEYWELL will perform one test(s) per year per initiating device and, at CUSTOMER’S request, furnish a written report certifying that such have been completed. These tests will take place during visit(s) throughout the year.

1.4 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CUSTOMER’S system. At HONEYWELL’S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection, or following twelve (12) months of service or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.5 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER’S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER’S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER’S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER’S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.6 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER’S site within eight (8) hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- X **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.7 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER’S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.8 Honeywell ServicePortal – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Honeywell User Group (HUG) / Training Service Contract

The Honeywell User Group (HUG) / Training Service Contract provides for one seat (attendee) at the Honeywell Users Group event (includes registration fee, training materials, etc.) and hotel and tax for up to 5 nights at the designated conference hotel (or alternate if less expensive). Hotel incidentals, additional meals, companion events, etc. are the customer’s responsibility. This event is typically held in Phoenix, Arizona in June. Airfare and / or other transportation to and from event are not included.

EBI Life-Cycle/Honeywell Software Assurance (HSA)

1.1 Scope

Honeywell will provide software and hardware enhancement and support for Customer’s Enterprise Building Integrator (EBI) system, which consists of Honeywell Security Manager, Honeywell Building Manager, Honeywell Life Safety Manager and Honeywell Digital Video Manager. The services are more specifically described below.

List of Covered Software

Drawing number(s) and date(s) (if applicable)				
Qty	Software License Number	Version	Product Description	Location
1	42771	EBI R600	Building Manager, Life Safety Manager, Security Manager, Vista Intrusion, 6500 Points	Buildings and Grounds Office
1	87850	DVM R600	25 Camera Licenses, Axis 264	Sullivan School IT Closet

(If software embedded in network hardware is to be covered, include it in the List of Covered Software.)

List of Covered Hardware

Quantity	Description	Model Number	Location
1	Dell Server for EBI		Buildings and Grounds Office

Customer to provide any computer or server equipment required for the DVM System.

1.2 Software Enhancement and Support

For software included in the List of Covered Software and originally installed by Honeywell, Honeywell will, on a scheduled basis, (a) evaluate the condition of the software, (b) apply any available updates and upgrades that are applicable to the software (third-party software only after it has been qualified by Honeywell) and that have not been previously applied, (c) perform a system back-up, and (d) save the back-up files.

For the same software, Honeywell will apply critical software updates as they become available (third-party software only after it has been qualified by Honeywell). Critical software updates are updates that correct a problem that substantially compromises the overall system operation or security.

Customer shall not install any software on systems covered by this addendum without Honeywell’s written approval. This addendum does not include any services on software installed by others, and Honeywell will not be liable for any damage to any such software installed without Honeywell’s written approval that results from these services.

1.3 Anti-Virus Software

Customer to provide and install anti-virus software. Customer responsible for maintaining and updating anti-virus software.

1.4 Quarterly Maintenance and System Evaluation

Honeywell will perform maintenance and system performance evaluation. Customers must allow Honeywell service personnel remote access of the EBI system and an approved remote access configuration must be provided as part of the EBI software installation.

Honeywell Forge Digitized Maintenance – Scope of Work

Honeywell will provide the following services enabled by Honeywell Forge Digitized Maintenance to Customer with respect to the building automation system hardware and software set forth in the List of Digitized Maintenance Covered Equipment below, to the extent expressly described in this Amendment to Building Service Contract and subject to the terms and conditions of the Agreement and this Amendment to Building Service Contract .

List of Building Locations:

The “Buildings” means the following buildings.

Building Name

Eisenhower School

MacArthur School

Sullivan School

Ross School

Administration Building

List of Digitized Maintenance Covered Equipment (the “DM Covered Equipment”):

Quantity	Description	Location
14	Hot Water Systems	3 – Eisenhower School 3 – MacArthur School 5 – Sullivan School 3 – Ross School
179	Heat Pumps	35 – Eisenhower School 71 – MacArthur School 36 – Sullivan School 37 – Ross School
12	Roof Top Units (RTU’s)	2 – Eisenhower School 6 – MacArthur School 3 – Ross School 1 – Administration Building
18	Mis Fans (i.e Exhaust Fans)	1 – Eisenhower School 11 – MacArthur School 3 – Sullivan School 3 – Ross School
13	VAV Boxes	13 – Administration Building

General

To support monitoring and diagnostics, Honeywell may install additional software on Customer's applicable building automation system(s) (the "BMS System"). Such software will remain the property of Honeywell or its nominated software licensor and shall be removed from the BMS System and returned to Honeywell at Honeywell's request.

Honeywell Forge Digitized Maintenance is designed to identify certain faults or anomalies in the DM Covered Equipment and certain other equipment. Once such faults or anomalies are identified, these are converted to service work orders and are dispatched to service technicians for further investigation of the root causes of the identified fault or anomaly. Such service work orders represent "Service Cases". Unless the work associated with such Service Cases is expressly included in Honeywell’s scope of work in the Agreement, Customer and Honeywell will agree upon Honeywell’s performance of such work and Customer will pay Honeywell an extra fee at Honeywell’s hourly rates set forth herein for such work. Honeywell shall have no obligation to address or respond to emergencies except to the extent expressly provided in the Agreement.

Analytics

Honeywell will establish a connection from the BMS System to Honeywell’s cloud and its related HVAC and energy analytics tools. These tools are intended to identify certain faults or anomalies in the operation of Customer’s applicable DM Covered Equipment and certain other equipment. Faults or anomalies may be raised as Service Cases.

Performance Dashboards and Reports

Summary KPI Dashboards

Honeywell will make available on the Honeywell Forge Portal summary key performance indicators (“KPI”) for the Buildings referred to in the List of Buildings. The KPIs are available in the following key categories:

- Comfort Performance
- Energy Performance (if there are electricity meters connected)
- Maintenance Performance

Service Report

Honeywell will periodically provide a service report that describes the status of works done and Service Cases initiated or received by Honeywell that are new, active or closed in that particular period. The reporting frequency may be monthly or such other periodic basis as determined by Honeywell.

Remote Support

Service Cases, whether raised as a result of analytics, scheduled maintenance activities or otherwise, may be addressed by Honeywell through the use of remote access software. This software is supplied by Honeywell and remains Honeywell’s property. Upon Honeywell’s request, Customer will enable such remote access for Honeywell through a secure Internet connection maintained by Customer and configured as requested by Honeywell.

Honeywell Forge Portal

Honeywell will provide a web URL to the Honeywell Forge Portal (the “**Portal**”) established by Honeywell for Customer. This Portal enables the Customer to view certain Honeywell Forge dashboards, service case history, service reports, and other documentation provided by Honeywell from time to time.

The terms and conditions applicable to use of Honeywell Forge are set out in the below Honeywell Forge Service Terms, all of which are hereby incorporated into and made a part of this Amendment to Building Service Contract. In the event of a conflict between the Honeywell Forge Service Terms and any provision of this Amendment to Building Service Contract (without giving effect to the Honeywell Forge Service Terms), the Honeywell Forge Service Terms shall prevail.

HONEYWELL FORGE SERVICE TERMS

- 1. Agreement.** The services that you have contracted from Honeywell (the “**Services**”) will be identified in a print or electronic document identified as “service contract”, “work scope document,” “order”, “agreement” or similar name (the “**Order Form**”). Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements, or policies and references to Order Form includes such documents. “**HFSTs**” means these Honeywell Forge Service Terms (the “**HFSTs**”). Honeywell Forge is a software as a service running in the cloud and on site software and hardware that enables cloud connectivity (the “**SaaS**”) and the HFSTs set out the terms and conditions applicable to the use of the SaaS in relation to the Services, including your use of and access to the SaaS.
- 2. Parties.** “**Honeywell**”, “**we**”, “**us**” or “**our**” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “**You**” or “**your**” means collectively the other entities executing or assenting to the Order Form. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.

3. Use Rights. Subject to payment of agreed fees and strict compliance with the terms of access and acceptable use we shall provide you solely for your internal business purposes: (a) remote access to the SaaS 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 SaaS; and (ii) use SaaS documentation as reasonably required in connection with the SaaS (collectively, “**Use Rights**”). You, your employees and any party accessing the SaaS 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 SaaS except as agreed by us in writing. We have no responsibility with respect to actions or inactions of Users.

4. Acceptable Use. The Use Rights are the only acceptable use of the SaaS. You shall not use the SaaS 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. We have the right to monitor usage. We may terminate upon written notice if use is fraudulent, continued use would subject us to third party liability or we cease making the SaaS generally available to third parties. We may suspend Use Rights if we determine that you or Users are or may violate the Agreement.

5. Support. We will use commercially reasonable efforts to maintain the SaaS, repair reproducible defects and make available as a whole 99% of the time 24x7x365 subject to scheduled downtime, routine and emergency maintenance and force majeure. We are not responsible or liable for any issues, problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and Users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices.

6. 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 SaaS (“**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. 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, sub-contractors 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 SaaS). Unless agreed in writing, we do not archive Input Data for your future use.

7. IP. All right, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (“**IPR**”) in and to the SaaS and all of its derivative works, modifications and improvements, are retained by Honeywell or its licensors 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 SaaS. The internal operation and performance of the SaaS is our confidential information. If you provide any suggestions, comments or feedback regarding the SaaS, you hereby assign to us all right, title and interest in and to the same without restriction. You and Users shall not remove, modify or obscure any IPR notices on the SaaS.

8. Security. We will use commercially reasonable administrative, physical and technical safeguards to protect personal data and Input Data and follow industry-standard security practices. You are solely responsible for costs and liability incurred due to unauthorized use or access through your or Users account credentials or systems.

9. Privacy. Data about you, users and/or your or their employees, customers, contractors or Affiliates that is recognized under applicable law as “personal data” or equivalent terms (“**Personal Data**”) may be processed in relation to the Agreement, including: (i) data subjects - employees of you and your customers, contractors or Affiliates; and (ii) data categories - name, contact information (e.g. addresses, emails and telephone), IP address, location, images, video and system, facility, device or

equipment usage data. If the applicable laws of a jurisdiction recognize the roles of “controller” and “processor” as applied to Personal Data then, as between you and us, you act as controller and we act as processor and shall process Personal Data on behalf of and in accordance with your documented instructions, the Agreement and applicable laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the SaaS and/or related services and perform rights and obligations under the Agreement. You authorize us to share Personal Data with sub-processors located in any jurisdiction, provided we use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing of Personal Data. We have no liability arising from processing of Personal Data in compliance with the Agreement. You will, at your cost and expense, defend, indemnify and hold harmless us and our Affiliates, sub-contractors 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 Personal Data in accordance with the Agreement. We shall refer data subject requests to you and provide reasonable assistance to enable you to: (a) comply with requests; (b) enable security; (c) respond to complaints or inquiries or conduct any impact assessments; and (d) verify compliance with our obligations in this Clause (including participating in Personal Data audits), provided you reimburse all reasonably incurred costs. Upon termination we shall delete or anonymize all Personal Data, except if required or permitted by applicable law for compliance, audit or security purposes. If we believe any instruction will violate applicable privacy laws, or if applicable law requires us to process Personal Data relating to data subjects in the European Economic Area (“**EEA**”) in a way that is not in compliance with your or users documented instructions we shall notify you in writing, unless the law prohibits such notification on important grounds of public interest. We shall upon request make available the identity of sub-processors and notify intended addition or replacement and you have 5 business days to object. If you object, we may terminate without penalty on written notice. We shall ensure personnel processing Personal Data of data subjects have committed to confidentiality in relation to such processing. Where transfers of Personal Data require: (y) you authorize us and our Affiliates to act as agent for the limited purpose of binding you as principal, in the capacity of “data exporter”, to a Honeywell inter group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission (“**SCC**”); and (z) the parties agree that the SCCs (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en or more recent website) shall be deemed to have been signed by you or your Affiliates, in the capacity of “data exporter”, and by us or our Affiliates, in the capacity of “data importer”.

10. Warranty, Disclaimer. THE SAAS IS PROVIDED WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SAAS WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE.

11. Limitation. WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, IN RELATION TO THE SAAS. OUR CUMULATIVE, AGGREGATE LIABILITY WILL IN RELATION TO THE SAAS BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE GREATER OF: (a) TOTAL AMOUNTS PAID FOR THE SAAS DURING THE 12 MONTHS IMMEDIATELY PRECEDEING THE ASSERTION OF ANY CLAIM; AND (b) U.S. \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE SHALL BE AGGREGATED AND MULTIPLE CLAIMS SHALL NOT ENLARGE THE FOREGOING LIMIT. OUR LIABILITY UNDER EVALUATION OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000.

12. Miscellaneous. Any descriptions of future product direction or intended updates (including new or improved features or functions) other than the features and functions deployed as of date of the Agreement are intended for information purposes only and are not binding commitments on us to deliver any material, code or functionality. The development, release and timing of any such updates is at our sole discretion unless agreed otherwise in writing. We reserve the right to charge additional fees for new or improved features or functions. You must comply with all laws and regulations applicable to your use of the SaaS and your rights to use the SaaS is subject to such compliance. The HFSTs take precedence of any other terms in the Agreement related to the SaaS. Sections 6 to 12 and those portions of the HFSTs that by their nature should survive, survive termination or expiration of the Agreement.

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential," or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

6.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from its devices or equipment by, the services provided under this Agreement ("Input Data"). Honeywell and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify and otherwise use Input Data to provide, protect, improve or develop their products or services. Honeywell and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Honeywell and/or its affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and its affiliates and are their confidential information. This Section survives termination or expiration of this Agreement.

15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred Customer labor rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 Price Adjustment. Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 Cancellation. This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.