

Honeywell Building Technologies – Services

SERVICE AGREEMENT

Date: April 27th, 2022

Agreement Number: 40099157

(HONEYWELL)
Honeywell Building Solution
95 E. Algonquin Road
Des Plaines, IL 60017

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

Service Location Name: Eisenhower, MacArthur, Ross, Sullivan Schools & Admin Building
Service Location Address (the “Site”): Prospect Heights, IL 60070

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Technologies – Services business unit (sometimes referred to as “HBT”, “Honeywell” or “Honeywell Building Technologies”), shall provide the Services (as defined below) in accordance with the attached Work Scope Document(s) and General Terms and Conditions, which form a part of this Agreement. “Agreement” means this proposal signed by Honeywell and Customer, the General Terms and Conditions attached hereto, and the Work Scope Document(s) attached hereto.

Agreement Coverage Level:	Solution Type:
<input type="checkbox"/> Corrective Maintenance	<input checked="" type="checkbox"/> HVAC Automation (EBI services)
<input checked="" type="checkbox"/> Comprehensive Maintenance	<input checked="" type="checkbox"/> Fire Systems
<input type="checkbox"/> Preventative Maintenance	<input checked="" type="checkbox"/> Security Systems
Delivery Model:	<input checked="" type="checkbox"/> Honeywell Software Assurance (HSA+)
<input checked="" type="checkbox"/> Forge Digitized Maintenance	<input checked="" type="checkbox"/> Honeywell Users Group

Price Schedule

Customer will pay Honeywell the following prices (collectively, the “Price”) for the Services contemplated by this Agreement, which prices Customer agrees shall be escalated by an amount determined by Honeywell in its discretion as of each anniversary of the Effective Date by written notice to Customer. **Select one of the options below.**

Contract Effective Date: July 1, 2022 **Payment Terms:** Quarterly in Advance

Contract Term: 1 year from the Effective Date. Customer____ Honeywell____(INITIALS)
Contract Price: One Hundred sixteen thousand two hundred sixty and 00/100 dollars. (**\$116,260.00**) plus applicable

Contract Term: 3-year from the Effective Date. Customer____ Honeywell____(INITIALS)
Contract Price: One Hundred twenty-four thousand five hundred forty and 00/100 dollars.
(\$124,540.00) plus applicable taxes
Year 2 Fixed Price: \$ 124,540.00
Year 3 Fixed Price: \$ 124,540.00

Contract Term: 5-year from the Effective Date. Customer____ Honeywell____(INITIALS)
Contract Price: One Hundred twenty-three thousand four hundred forty-eight and 00/100 dollars.
(\$123,448.00) plus applicable taxes
Year 2 Fixed Price: \$ 123,448.00
Year 3 Fixed Price: \$ 123,448.00
Year 4 Fixed Price: \$ 123,448.00
Year 5 Fixed Price: \$ 123,448.00

Submitted by HBT: (signature) _____
Name: Cliff Breslow
Title: Account Manager
Date: 04/27/22

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.

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 the initial term or such renewal term (as applicable), or unless terminated as provided herein.

Accepted by:
HONEYWELL INTERNATIONAL INC., through
its Honeywell Building Technologies – Services
business unit

Prospect Heights School District 23

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

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

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. The Customer shall incur no obligations hereunder with respect to information which: (a) was rightfully in the Customer's possession or was known to the Customer prior to its receipt from Honeywell, in each case without a duty of confidentiality; (b) is independently developed by the Customer without the utilization of information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; or (d) is or becomes rightfully available to the Customer from a source other than Honeywell without a duty of confidentiality.

3.2 Customer agrees that Honeywell may use nonproprietary information of Customer 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 Agreement 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 Agreement, 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 Agreement.

(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.

All insurance required in this Section 4 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 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.

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 Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the 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 product 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 (as defined below) and agents 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 any 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. Without limiting the foregoing, notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

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 any 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) nor (b) is reasonable, in Honeywell's sole judgment, then (c) remove such equipment and grant Customer a credit therefor, 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 HONEYWELL RELATING TO THIS AGREEMENT.

11. SOFTWARE LICENSE

All software made available in connection with this Agreement ("Software") shall be licensed and not sold and subject to all terms of the Software License Agreement (as defined below). All Software is made available subject to the express condition that the end user of the Software sign and deliver to Honeywell the then-current and applicable version of Honeywell's standard software license agreement or a software license agreement otherwise satisfactory to Honeywell in its sole discretion (in each case, the "Software License Agreement").

Notwithstanding any other provision of this Agreement or any other document or instrument, the terms of the Software License Agreement shall govern and supersede any inconsistent or conflicting terms to the extent relating to Software. Payment for any and all Software made available in connection with this Agreement shall be due and payable at the time the end user of the Software executes the Software License Agreement.

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 of this Agreement, including these General Terms and Conditions, 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 relating to the subject matter hereof and supersedes all prior negotiations, representations or agreements between the parties related to such subject matter.

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, without regard to conflicts of law principles.

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 ("**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. Customer has sole responsibility for obtaining all consents and permissions (including providing notices to Users (as defined below) (if applicable) or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Customer will, at its cost and expense, defend, indemnify and hold harmless Honeywell and its Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including, without limitation, attorneys' fees), arising out of claims by third parties related to such indemnitees' possession, processing or use of Input Data in accordance with the Agreement or Customer's or its Users' infringement, misappropriation or violation of Honeywell's or its Affiliates' or a third party's IPR (as defined below) (except if caused by Customer's authorized use of the SaaS (as defined below)) (if applicable)). Honeywell does not archive Input Data for Customer's future use. This Section survives termination or expiration of this Agreement.

14.7 Remote Services - Customer agrees that Honeywell may enhance system operations or provide some or all of the Services remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Customer's applicable systems (the “**Systems**”) to enable such connection, enhancement and/or remote Services. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell’s request. Customer agrees to fully cooperate with Honeywell’s installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Customer will enable and consents to Internet connectivity between its applicable Systems and Honeywell’s applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its Affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain and use for the purpose of providing the Services all data obtained in connection with the Agreement. Customer represents and warrants that Customer is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing and Section 14.6, to the extent such consent is required.

15. COVERAGE

15.1 Customer agrees to provide Honeywell access to all Covered Equipment. 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 Covered Equipment included in the attached List of Covered Equipment (if any and only to the extent expressly provided in the attached Work Scope Documents). 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 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.

15.4 Honeywell may install communication or diagnostic devices and/or software to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and software and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the Internet and switched telephone network for such 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, in Honeywell’s sole judgment, upon inspection or seasonal start-up or otherwise, repair charges will be submitted for approval to Customer. Should these charges be declined, those systems and equipment 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 using commercially reasonable efforts to restore 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 Covered Equipment.

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

16. TERMS OF PAYMENT

16.1 Customer will pay or cause to be paid to Honeywell the full price for the Services as specified above in this Agreement. Honeywell will submit SELECT PROPER BILLING FREQUENCY 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, whichever is lower. 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 Subject to the next sentence, 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. CERTAIN 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 expressly listed in each List of Covered Equipment contained in the attached Work Scope Documents.

18.4 **"Services"** means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as expressly provided in the attached Work Scope Document(s), which are incorporated herein.

19. SOFTWARE-AS-A-SERVICE TERMS

19.1 General. To the extent the Services made available or provided to Customer under this Agreement include any software applications, online portals or dashboards or other software-as-a-service items or services, including, without limitation, Honeywell Forge, Honeywell Connected Life Safety Services or the Honeywell Vector Occupant Application (each, a **"Honeywell App"**), the terms and conditions applicable to use of each Honeywell App are set forth in this Section 19. A Honeywell App may enable the Customer to view certain dashboards, service case history, service reports, and other documentation provided by Honeywell from time to time. In the event of a conflict between this Section 19 and any other provision of this Agreement or other document or instrument, this Section 19 shall prevail.

19.2 HSSTs. **"HSSTs"** means these Software-as-a Service Terms set forth in this Section 19 (the **"HSSTs"**). Each of the Honeywell Apps is a software as a service running in the cloud and on site software and hardware that enables cloud connectivity (the **"SaaS"**) and the

HSSTs 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.

19.3 Parties. “Honeywell”, “we”, “us” or “our” means Honeywell International Inc. and/or Affiliate(s) who execute or assent to this Agreement and/or any related documents or instruments. “You” or “your” means collectively Customer and any other entities executing or assenting to this Agreement and/or any related documents or instruments. “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.

19.4 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.

19.5 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 violating or may violate the Agreement.

19.6 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.

19.7 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.

19.8 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.

19.9 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 section (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”.

19.10 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.

19.11 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 PRECEDING 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.

19.12 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 HSSTs take precedence over any other terms in the Agreement to the extent related to the SaaS. Sections 19.7 to 19.12 and those portions of the HSSTs that by their nature should survive, survive termination or expiration of the Agreement.

Comprehensive – HVAC Automation Controls Work Scope Document

1.1 Scope - Honeywell will maintain the building automation system hardware and software found in the List of Covered Equipment and List of Covered Software below, to the extent expressly provided in this Comprehensive – HVAC Controls Work Scope Document. As used herein, “Agreement” means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Covered Software (the “Covered Software”):

Quantity	Software Product Number	Version	Product Description	Location
1	EBI	R600	License #42771	Building and Grounds Office

List of Covered Equipment (Front End):

Quantity	Description	Model Number	Location
1	Dell Server		Building and Grounds Office
1	Monitor		Building and Grounds Office
1	Dual Cobox		For Ross/Sullivan & MacArthur Fire Panels
1	Single Cobox		For Eisenhower Fire Panel

List of Covered Equipment (MacArthur School Automation):

Quantity	Description	Model Number	Location
1	Plant Controller	CPO-PC-6A	
71	Heat Pump Controllers	CP-SPC	33-Bard Units – 38 Water Furnace Units
6	RTU HP Controllers	CP-SPC	6 Water Furnace Units
1	Geothermal Pump Controller	CP-SPC	Mech Room
1	Lighting Controller	CP-SPC	Electrical Room
1	Exhaust Fan Controller	CP-SPC	Mechanical Room
9	Transformer	5 - PSH100AB10-5 4 - TR100VAC001	School
77	Room Temp Sensors	TR22	School
77	Duct Temp Sensors	C7041B2005	Bard Units, Water Furnace Units, RTUs
71	CO2 Sensors	38 - C7232A1016 33 - Dwyer CDT	Bard Units, Water Furnace Units, RTUs
71	Damper Actuators	33 - M7411C 32 - MS7503A2030	Bard Units, Water Furnace Units, RTUs
77	Occupancy Sensors		Bard Units, Water Furnace Units, RTUs
1	Tower Lights Module, Base, Horn, & LED	TWS-BC, TWS-BP, TWS-A-G, TWS-LLS-G	Geothermal System Pump
2	Current Sensors	Veris – H608	Geothermal System Pump
1	Water Flow Switch		Geothermal System Pump
3	Relays	RIBU1C	Geothermal System Pump
1	Outside Air Sensor	C7041F2006	Geothermal System Pump
2	Temp Sensors – Immersion	C7041D2001	Geothermal System Pump
17	Electric T-Stats (wall)	T6051A1016	Unit heaters

List of Covered Equipment (Ross & Sullivan School Automation):

Quantity	Description	Model Number	Location
2	Plant Controller	CPO-PC-6A	1 – Sullivan, 1-Ross
67	Heat Pump Controllers (rooms)	CP-SPC	16- Sullivan Bards, 18-Sullivan Climate Master 18- Ross Bard, 15 Ross Climate Master Units
6	Heat Pump Controller- Corridors		
3	RTU HP Controllers	CP-SPC	Ross Gym, Sullivan Gym, Ross/Sullivan Kitchen
1	Geothermal Pump Controller	CP-SPC	Mech Room
5	Transformer	3 - PSH100AB10-5 2 - TR100VAC001	Schools
39	Room Temp Sensors	TR22	20 Sullivan, 19 Ross
34	Temp/Humidity Sensors	TR23-H	16 Sullivan, 18 Ross
73	Duct Temp Sensors	C7041B2005	36 Sullivan, 37 Ross
34	Strap On Temp Senso (Hot Gas)	THTSPC000	16 Sullivan, 18 Ross
73	CO2 Sensors	C7232A1016	36 Sullivan, 37 Ross
70	Damper Actuators	17-MS8103A1030 9-MS7503A2030 3-MS7520A2007 41-Other	34-Sullivan, 36 Ross
73	Occupancy Sensors		36-Sullivan, 37 Ross
18	Current Sensors	VERIS – H608	Geothermal System Pump
34	Current Sensors	H300	2020 De-humification System
1	Flow Meter	Omicron-F1110	Geothermal System Pump
35	Relays	RIBU1C	Geothermal System Pump
34	Relays	RIBU1c	De-Humification 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-Stats (wall)	T6051A1016	Ross & Sullivan

List of Covered Equipment (Eisenhower School Automation):

Quantity	Description	Model Number	Location
2	Plant Controller	CPO-PC-6A	Eisenhower
32	Heat Pump Controllers (rooms)	CP-SPC	16- Bards, 16 Climate Master
1	Input/Output Module	CPO-IO830A	Eisenhower
4	Transformers	3 - PSH100AB10 2 - TR100VAC001	Eisenhower
31	Temp/Humidity Sensors	TR23-H	16 Bards, 16 Climate Master
2	Strap On Temp Sensor (Hot Gas)	THTSPC000	Eisenhower
31	CO2 Sensors	C7232A1016	16 Bards, 15 Climate Master
32	Damper Actuators	16-MS7503A2030 16-Other	Eisenhower
9	Valves – Hot Water Coil	V5863A3028	8-1 ST Floor, 1-2 nd Floor
9	Valve Actuators- HW Coils	M6410A3017	8-1 ST Floor, 1-2 nd Floor
30	Occupancy Sensors		Eisenhower
1	Duct Static Sensor	P7640B1032	Geothermal System Pump
5	Current Sensors	VERIS – H608	Geothermal System Pump
9	Relays	RIBU1C	Geothermal System Pump
38	Relays	RIBU1C	De-Humification Control
1	Outside Air Sensor	C7041F2006	
2	Temp Sensors – Immersion	C7041D2001	Geothermal System Pump
9	Electric T-Stats (wall)	T6051A1016	Unit Heaters

1.2 Coverage - Unless noted by exception, maintenance intervals and tasks will be determined by equipment, application, location and Honeywell's database of maintenance experience, according to Honeywell's judgment, in its sole discretion. Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance.

After each service call is completed, details from the service report of Honeywell relating to such service call will be made available to Customer.

1.3 Hardware Support - Honeywell will perform preventative maintenance services on the Covered Equipment pursuant to Section 1.2 above.

Honeywell will repair or replace serviceable components and parts found on the List of Covered Equipment, which have been found to be defective or have failed for reasons other than negligence by Customer or its representatives or agents or events, conditions or circumstances that constitute "force majeure" events under the Agreement. Replaced components will be new or reconditioned components of compatible design. In 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 thereafter, if any individual component cannot, in the opinion of Honeywell in its sole discretion, be properly repaired or maintained due to obsolescence, lack of commercial availability, and/or excessive wear, tear or deterioration or other reason, Honeywell may remove said component from the List of Covered Equipment, upon thirty (30) days' written notice. Such removed components will be eliminated from coverage under this Agreement, Honeywell shall have no further obligations relating to any such components, and Honeywell shall adjust the Price accordingly.

1.4 Software Support - Honeywell will use commercially reasonable efforts to maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and List of Covered 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 in each case be Customer's responsibility. For the avoidance of doubt, (i) software upgrades are not included in this Agreement and require payment of additional fees determined by Honeywell and (ii) this Work Scope Document does not grant to Customer any license or other right in or to any software or other intellectual property of Honeywell, and any rights of Customer with respect thereto are limited to those expressly set forth in the separate Honeywell software license agreement executed by Customer.

Customer shall be 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 upgrades or improvements, functional, operational or otherwise, to any software. For the avoidance of doubt, third party software is excluded under this Agreement and will be provided when and if available and at Customer's expense.

1.5 Emergency Service - Should an emergency with respect to the Covered Equipment or Covered Software arise as reported by Customer to applicable Honeywell personnel, Customer will notify Honeywell and Honeywell personnel will attempt to assess the situation either by phone or remote diagnostics, or both, and Honeywell and Customer will mutually determine the course of action in response to such emergency. If it is determined that a site visit is required, Honeywell personnel will arrive at Customer's site within hours and attempt to address the emergency. To the extent the emergency service call requires Honeywell to provide services for equipment, software or any components thereof that are not Covered Equipment or Covered Software or such services otherwise constitute services not expressly required to be provided under this Work Scope Document, Customer will be liable for Honeywell's then-prevailing prices for such services on a time and material basis.

Emergency Service will be provided during the following periods as long as Customer is paying Honeywell for the Services contemplated by this Work Scope Document:

- 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.

[Check if applicable] **1.6 Operator Training Support** - Honeywell personnel will conduct _____ hours of on-site training dedicated to operating and/or programming issues mutually pre-determined by Customer and Honeywell.

Tuition for _____ person(s) to attend _____ scheduled training session(s) on system operation and programming at Honeywell's Building Technologies Training Center in [identify location] has been included hereunder. Cost of travel and/or accommodations is not included and shall be Customer's responsibility.

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 potential opportunities to further improve performance of the Covered Equipment.

1.8 Honeywell Service Portal – 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 this includes only service performed per this Agreement). Functionality enhancements or deletions relating to such application are at the discretion of Honeywell.

Comprehensive – Fire System Work Scope Document

1.1 Scope - Honeywell will maintain the fire alarm system components and software listed below, to the extent expressly provided in this Comprehensive – Fire/Smoke Alarm Work Scope Document. As used herein, “Agreement” means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Covered Equipment (the “Covered Equipment”):

Quantity	Description	Model Number	Location
4	XLS140 Fire Alarm Panels	XLS140	Eisenhower, Ross, Sullivan/Admin, MacArthur
4	Annunciator Panels		Eisenhower, Ross, Sullivan/Admin, MacArthur
287	Smoke Detectors	TC806	2-Admin Building 1 st floor 39-Eisenhour – Various 12-Eisenhour Room 208,112A,117,120,207,209,210 42- Ross – Various 2-Ross room 100, outside room 202 6-Ross Gym 67-Sullivan/Admin 6-Sullivan Gym 87-MacArthur Various 17-MacArthur (4-Little Theater, 9-Gym, 1 Computer Room 110B, 7-Variou Schools
7	Duct Smoke Detectors		1-Admin, 4-Eisenhower, 2-Ross
30	Heat Detectors		1-Eisenhower, 5-Ross, 5 Sullivan/Admin, 19-MacArthur
1	Explosion Proof Heat Detector		Ross
9	Water Flow		6-Eisenhour, 3 Sullivan/Admin
117	Pull Stations		2-Admin Building 1 st floor 15-Eisenhour – Various 15- Ross – Various 13-Sullivan School Room 119,121 39-MacArthur Various 10-MacArthur (1-Front Entry, 2-Cafeteria, 1-Cafeteria Hall, 1-Stage 135, 1 Band Room 305, 1 Orchestra Room 307, 1 Art Room 309, 1-Hall Exit Door near Room 311, 1-Home Ec. Lab 315.)
13	Relay/Signal Module	TC810	7-Eisenhour, 1-Ross, 4-Sullivan, 1 MacArthur
9	Control Modules	TC810N1013	3-Admin, 2-Ross, 2-Eisenhour, 2 MacArthur
4	Control Modules	TC810N1013	4-Eisenhour Duct Smokes
20	Fire Door Holders		2-Ross, 2 Sullivan, 6-MacArthur, 10-Variou
4	Sync Modules	MDL	1-Admin, 1-Ross, 1 Eisenhower, 1 MacArthur
12	Power Supply & Batteries	HPF24S8	3-Admin, 2 Ross, 2-Eisenhower, 1-MacArthur
1	Door Holder Power Supply	HP400ULX	MacArthur
103	Horn Strobes		17-Eisenhower, 16-Ross, 17-Sullivan/Admin, 41-MacArthur, 12-Variou
133	Strobes		31-Eisenhower, 38-Ross, 20-Sullivan/Admin, 34-MacArthur, 10-Variou
20	Horn/Strobes (see below for locations)	P2R	1-Admin, 5-Sullivan, 14-MacArthur
75	Strobes (see below for locations)	SR	1-Admin, 22-Sullivan, 2-Ross, 12-Eisenhower, 38-MacArthur

HORN/STROBE and STROBE LOCATIONS:

20- Horn/Strobes

1 - Sullivan School Entry Area		
5 – Administration Building		
1-Board Room	3-1 st Floor Offices	1- Lower Level Sink Area
14-MacArthur School		
3-Courtyard	2-Cafeteria	1-Girls Locker Room 141
1-Boy’s Locker Room	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					
Room 110	Room 102	Room 102	Room 104	Room 119	Room 121
Room 130	Room 132	Room 134	Room 136	Rest Room 137	
Room 138	Room 145	Room 147	Room 148	Room 149	Room 150
Room 151	Room 152	Room 153	Room 154		
2-Ross School					
Room 201	Room 203				
12-Eisenhower School					
Room 101	Room 102	Room 110	Room 301	Room 302	Room 303
Room 304	Room 305	Room 307	Room 308	Room 309	Room 310
38-MacArthur School					
Room 103	Room 104	Rest Room 105	Computer Lab Room 110	Storage Area	
PE Office Room 140		PE Office Rest Room 140	Girls Locker Room 141		
Boy’s Locker Room 157		Room 200	Room 201	Room 202	Room 204
Room 206	PE Office Rest Room 301	PE Office Room 301	Band Practice Room 305		
2-Orchestra Practice Rooms 307	Room 310	Room 311	Room 402	Room 404	
Room 406	Room 408	Room 409	Room 413	Science Lab 503	
Room 506	Room 507	Room 508	Room 509	Room 510	Room 511
2-Small Restroom near room 512		Rom 602	Room 605		

1.2 Preventative Maintenance - Each preventative call will be scheduled by Honeywell and cover the tasks to be performed, the skill levels required, and any special tools or instrumentation required for the tasks, in each case as determined by Honeywell in its sole discretion. Upon completion of each service call, a summary of the tasks completed will be provided to Customer. Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance.

1.3 Testing - Honeywell will perform two (2) test(s) per year per initiating device and, at Customer’s request, furnish a written report certifying that such tests have been completed. Honeywell will test the Covered Equipment in accordance with the schedule and tasks outlined in NFPA 72 (1999), Chapter 7 (National Fire Alarm Code) in the United States, using the date of the Agreement’s full execution or renewal (as applicable) 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 of smoke detectors;
- 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, as determined by Honeywell in its sole discretion.

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 for reasons other than negligence by Customer or its representatives or agents or events, conditions or circumstances that constitute “force majeure” events under the Agreement. Replaced components will be new or reconditioned components of compatible design. In 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 thereafter, if any individual component cannot, in the opinion of Honeywell in its sole discretion, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear, tear or deterioration or other reason, Honeywell may remove said component from the List of Covered Equipment, with thirty (30) days written notice. Such removed components will be eliminated from coverage under this Agreement, Honeywell shall have no further obligations relating to any such components, 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 use commercially reasonable efforts to maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and List of Covered 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 in each case be Customer’s responsibility. For the avoidance of doubt, (i) software upgrades are not included in this Agreement and require payment of additional fees determined by Honeywell and (ii) this Work Scope Document does not grant to Customer any license or other right in or to any software or other intellectual property of Honeywell, and any rights of Customer with respect thereto are limited to those expressly set forth in the separate Honeywell software license agreement executed by Customer.

Customer shall be 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 is excluded under this Agreement and will be provided when and if available and at Customer’s expense.

1.6 Emergency Service – Should an emergency with respect to Covered Equipment or Covered Software arise as reported by Customer to applicable Honeywell personnel, Honeywell personnel will assess the situation either by phone or remote diagnostics, or both, and will attempt to 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 hours and attempt to address the emergency. To the extent the emergency service call requires Honeywell to provide services for equipment, software or any components thereof that are not Covered Equipment or Covered Software or such services otherwise constitute services not expressly required to be provided under this Work Scope Document, Customer will be liable for Honeywell’s then-prevailing prices for such services on a time and material basis.

Emergency Service will be provided during the following periods as long as Customer is paying Honeywell for the Services contemplated by this Work Scope Document:

- 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 under 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 potential opportunities to further improve performance of the applicable equipment.

1.8 Honeywell Service Portal – 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 this includes only service performed per this Agreement). Functionality enhancements or deletions with respect to such application are at the discretion of Honeywell.

Comprehensive – Security Work Scope Document

1.1 Scope - Honeywell will maintain the security system hardware and software found in the List of Covered Equipment and List of Covered Software below, to the extent expressly provided in this Work Scope Document. As used herein, “Agreement” means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Covered Equipment – Eisenhower School

Quantity	Description	Model Number	Location
1	Control Panel (w/ batteries)	ADEMCO Vista 128	Boiler Room
1	Keypads	ADEMCO 6160	Gym Storeroom
1	Inside Sirens		Lower Level Hall
7	Motion Detectors		Hall Room 104, Hall Room 106, West Front, East Front, Ease Stairway, Gym, West Stairway
2	Door Contracts		West Gym Door, West Gym Door
1	HVAC Input Module		
1	Wireless Receiver		
2	Wireless Release Buttons		Administration Area
2	Hardware Panic Buttons		Administration Area

List of Covered Equipment – Administration, Sullivan and Ross Schools

Quantity	Description	Model Number	Location
1	Control Panel (w/ batteries)	ADEMCO Vista 128	Admin Building & Grounds Office
4	Keypads	ADEMCO 6160	Admin Entry, Sullivan N. Entry, 2-Ross Entry
4	Expander Modules	ADEMCO 4208U	2-Ross, 2-Sullivan
3	Inside Sirens		1-Ross, 2-Sullivan
18	Motion Detectors		Admin-Business Managers Office, Admin-OFC, Northeast Hall, Outside IMC, NE Hall, North Office Hall, South Office Hall, East/West Hall, 3 rd Grade South, 3 rd Grand North, Sullivan near classroom 144, Sullivan & Ross Link, Gym North Hall, Gym West Hall, Art Room, Ross near classroom 114, Ross Center Hall, Ross LRC, Ross South Hall, Ross West Hall.
10	Door Contracts		Admin-Business Managers Office, Maintenance Trap Door, South Basement, 2-East/West Basement, North School, IMC, Ross boiler room , Ross LRC SW Door, Ross West Exterior, 2- Ross Gym Storage Doors Rooms 002 & 003.
4	Window Contacts		2-Administration Building, 2—Ross LRC SW
1	HVAC Input Module		
3	Wireless RCVR(door release)		Administration Building, Ross, Sullivan
6	Wireless Release Buttons		2-Admin Building, 2-Ross, 2-Sullivan
6	Hardware Panic Buttons		2-Admin Building, 2-Ross, 2-Sullivan

List of Covered Equipment – MacArthur School

Quantity	Description	Model Number	Location
1	Control Panel (w/ batteries)	ADEMCO Vista 128	Boiler Room
2	Keypads	ADEMCO 6160	Boiler Room, Entry
1	Inside Sirens		Outside Little Theater
20	Motion Detectors		Hall Cafeteria, Interior, Hall near Room 413, Hall near Room 500, Hall at Room 409, Hall at Room 310, West LT Lobby, Hall at Staff Room, Marquette Road, Main Entrance, Hall Near Gym & Library, Main Office, Asst. Principle Office, Principle Office, NW Hall, Home Economics SE, Home Economics SW, Tech Lab East, Tech Lab West, Hall Near Room 409
11	Door Contracts		North Gym, South Gym, Boys Locker Room, Band Room, Girls Locker Room, Overhead, Valve Room, Home Economic Room, Tech Lab, Art Room, Orchestra
4	Door Contacts (double)		North East Side, South Side, NW Side, SW Side
1	HVAC Input Module		
1	Wireless Receiver		
2	Wireless Release Buttons		Administration Area
2	Hardware Panic Buttons		Administration Area

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

Quantity	Description	Model Number	Location
1	Database Server	Dell	Sullivan IT Closet
4	Camera Servers	Dell	Sullivan IT Closet (serves all four buildings)
22	Interior Fixed IP Cameras	Axis P3354	5-MacArthur, 2-Sullivan, 1-Admin, 9-Ross, 4-Eisenhower
3	Exterior Fixed IP Cameras	1-Axis Q1755 2-Axis P3364	1 Sullivan (Q1755), 1-Admin, 1-Ross

List of Covered Software (the “Covered Software”):

Quantity	Software Product Number	Version	Product Description	Location
1	DVM	R600	License #87850	Sullivan School IT Closet

1.2 Preventative Maintenance - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and Honeywell's computer database of maintenance experience, as determined by Honeywell in its sole discretion. Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance.

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

1.3 Testing – Honeywell will perform one (1) test per year per initiating device], with the scope thereof determined by Honeywell in its sole discretion, and, at Customer's request, furnish a written report certifying that such tests have been completed.

1.4 Hardware Support - Honeywell will perform scheduled maintenance services on the Covered Equipment, as determined by Honeywell in its sole discretion.

Honeywell will repair or replace serviceable components and parts found on the List of Covered Equipment which have been found to be defective or have failed for reasons other than negligence by Customer or its representatives or agents or events, conditions or circumstances that constitute "force majeure" events under the Agreement. Replaced components will be new or reconditioned components of compatible design. In 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 thereafter, if any individual component cannot, in the opinion of Honeywell in its sole discretion, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear, tear or deterioration or other reason, Honeywell may remove said component from the List of Covered Equipment, with thirty (30) days written notice. Such removed components will be eliminated from coverage under this Agreement. Honeywell shall have no further obligations relating to any such components and Honeywell shall adjust the Price accordingly.

1.5 Software Support - Honeywell will use commercially reasonable efforts to maintain the present system within the functional limitations of presently installed hardware and/or software included in the List of Covered Equipment and List of Covered 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 in each case be Customer's responsibility. For the avoidance of doubt, (i) software upgrades are not included in this Agreement and require payment of additional fees determined by Honeywell and (ii) this Work Scope Document does not grant to Customer any license or other right in or to any software or other intellectual property of Honeywell, and any rights of Customer with respect thereto are limited to those expressly set forth in the separate Honeywell software license agreement executed by Customer.

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.

1.6 Emergency Service - Should an emergency with respect to Covered Equipment or Covered Software arise as reported by Customer to applicable Honeywell personnel, Honeywell personnel will assess the situation either by phone or remote diagnostics, or both, and will attempt to 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 hours and attempt to address the emergency. To the extent the emergency service call requires Honeywell to provide services for equipment, software or any components thereof that are not Covered Equipment or Covered Software or such services otherwise constitute services not expressly required to be provided under this Work Scope Document, Customer will be liable for Honeywell's then-prevailing standard prices for such services on a time and material basis.

Emergency Service will be provided during the following periods as long as Customer is paying Honeywell for the Services contemplated by this Work Scope Document:

- 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 potential opportunities to further improve performance of the Covered Equipment.

1.8 Honeywell Service Portal – 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 this includes only service performed per this Agreement). Functionality enhancements or deletions are at the discretion of Honeywell.

Forge Digitized Maintenance – Work Scope Document

Scope - 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 Work Scope Document. As used herein, “Agreement” means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Building Locations (the “Buildings”)

Administration Building
Eisenhower School
MacArthur School
Sullivan School
Ross School

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)	2- Eisenhower School 6- MacArthur School 3- Sullivan School 1- Administration Building
18	Exhaust Fans	1- Eisenhower School 11- MacArthur School 3- Sullivan School 3- Ross School

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”. 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 plus the cost of any materials, subject to Honeywell’s then-prevailing markup. 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 as provided above in the section entitled “General”.

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, as such KPIs are developed by Honeywell in its sole discretion. The KPIs are available in the following key categories:

- comfort performance
- energy performance (if and to the extent there are electricity meters connected)
- maintenance performance

Service Reports

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, in its sole discretion.

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.

Certain Additional Terms

Included in all invoices will be surcharges covering travel expenses, environmental and waste charges.

Scope Changes:

- Maintenance scope changes may occur due to additions to the systems.
- The equipment covered by this Work Scope Document may be reviewed at each annual contract anniversary and at any point changes have occurred and a variation to the Agreement will be made by mutual agreement only.

Exclusions

Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance. Further, without limiting other exclusions, for the avoidance of doubt Honeywell’s obligations DO NOT INCLUDE:

- Maintenance of transmission wiring between central and remote equipment and the main electrical supply wiring to the equipment, drains, hand valves (gate/globe), air balancing and the repair or replacement of non-moving parts
- Repair of damage caused by erosion or corrosion due to environmental conditions. If this is requested, it shall be carried out and paid by Customer at Honeywell's applicable standard hourly rates in effect at such time plus other costs incurred
- Tenancy variation requiring a change to the design configuration or air balance of the BMS System, including the relocation or modernization of sensors
- Repairs to electric wiring
- Repairs to valves (except to the extent expressly provided in the Agreement)
- Repairs to cabinet casings
- Repairs to lighting within units
- Malicious damage
- Moving of sensors or field devices
- Tenancy alterations of any type
- Foundations or structural supports
- Building works including painting, patching and making good
- Modernizations
- Repairs to BMS systems or equipment that can no longer reasonably be maintained, as determined by Honeywell in its sole discretion, including, without limitation, when complete replacement thereof is advisable

Honeywell Software Assurance (HSA+) – Work Scope Document

Scope

Honeywell will provide the following software-related services with respect to the Covered Software on Covered HSA Equipment (each as defined below) as part of the Honeywell Software Assurance program during the applicable term of the Agreement (as defined below) for which Customer (sometimes referred to as “you” herein) pays for Honeywell Software Assurance, to the extent expressly provided in this Work Scope Document:

- Software upgrades
- Preferred pricing on expansion orders
- EBI, DVM service packs, feature packs, software updates, and bug fixes
- Windows update qualification

As used herein, “Agreement” means the agreement between Honeywell and Customer of which this Work Scope Document is a part, as amended and together with all exhibits, schedules and attachments incorporated into such agreement.

List of Covered HSA Equipment (the “Covered HSA Equipment”):

Quantity	Description	Model Number	Location
1	Dell Server for EBI		Building & Grounds Office

List of Covered Software (the “Covered Software”):

Quantity	License Number	Version	Product Description	Location
1	422771	EBI R600	Building Manager, Life Safety Manager, Security Manager, Vista Intrusion, 6500 points.	Building & Grounds Office
1	87850	DVM R600	25 Camera Licenses, Axis 264	Sullivan School IT Closet

Terms

- For software included in the List of Covered Software and originally installed by Honeywell on the Covered HSA Equipment, Honeywell will, on a scheduled basis determined by Honeywell in its sole discretion, (a) evaluate the condition of the software, (b) apply any available updates and upgrades that are applicable to the software (provided, that with respect to third-party software, only after it has been qualified by Honeywell and subject to Customer’s payment of all required fees to such third parties except to the extent otherwise expressly provided herein) 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 (provided, that with respect to third-party software only after it has been qualified by Honeywell and subject to Customer’s payment of all required fees to such third parties except to the extent otherwise expressly provided herein). Critical software updates are updates that correct a problem that substantially compromises the overall system operation or security, as determined by Honeywell in its sole discretion.
- Customer shall not install any software on Covered HSA Equipment without Honeywell’s written approval. This Agreement does not include any services on software installed by others, and Honeywell will have no obligations or liabilities whatsoever with respect to any such software.
- The fee set forth in the Agreement for the Honeywell Software Assurance program provided in this Work Scope Document is based upon the existing system’s licensed software features at the time this Work Scope Document becomes effective. This amount remains subject to escalation for, among other reasons, any and all system expansions that occur during the Agreement term, e.g., by adding readers or interfaces or other software components.
- The first payment on Customer’s Honeywell Software Assurance is due at the commencement date of the Agreement; provided, that for new licenses of Honeywell EBI or DVM software, the annual payment begins at the start of year two, after the one-year warranty on the newly-installed software expires.
- All of Honeywell’s obligations in this Work Scope Document are expressly conditioned on Customer’s execution of Honeywell’s then-current standard Software License Agreement for the applicable software (to the extent not already executed by Customer with respect to the item in question) and any third party software license agreement that may apply, the terms of each of which software license agreement shall govern and control in the event of a conflict or inconsistency with the terms of the Agreement.
- Except to the extent otherwise expressly provided in pricing schedule to the Agreement, the fees payable by Customer for Honeywell Software Assurance exclude labor and related expenses (e.g., travel, lodging, etc.) and materials, and Customer will pay Honeywell for such labor, expenses and materials relating to this Work Scope Document at Honeywell’s then-current prevailing rates on a time and material basis, provided, that labor shall be charged at the specific hourly rate(s) set forth in the pricing schedule to the Agreement (if any), subject to escalation in accordance with the Agreement.
- Notwithstanding any other provision of the Agreement, Honeywell does not guarantee that any Services or other work, equipment or materials provided by it will produce any particular results, outcomes or system performance.

Honeywell User Group (HUG) / Training Service Contract

The Honeywell User Group (HUG) / Training Service Contract provided for one seat (attendee) at the Honeywell User Group event (includes registration fee, training materials, etc.) and Hotel (with tax) for up to 5 nights at the designed 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.