

## **Welcome to the Honeywell Homes Smart Metering Platform Service Terms (October 2018)**

Below you will find the Honeywell Homes Smart Metering Platform Service Agreement, Service Description and Data Processing Agreement (where applicable).

### **Honeywell Homes Smart Metering Platform Service Agreement**

#### **1. Subject of Agreement**

- 1.1 The Terms set out below (the "Terms" or "the Agreement") govern the relationship between Subscriber and Honeywell Homes regarding the provision of the Honeywell Homes Smart Metering Platform Service as described herein and in the service description (the "Service Description") attached below (hereinafter "the Service") by [Pittway SARL, Z.A. La Piece 16, Ch-1180 Rolle] ("Honeywell Homes"), to the contract partner (the "Subscriber"; Honeywell Homes and Subscriber together referenced herein as the „Parties“, and alone also as a „Party“).
- 1.2 By registering for the Service as set out below, the Subscriber agrees to be bound by these Terms. The Terms shall apply to all further provision of the Service by Honeywell Homes to Subscriber.
- 1.3 The Terms, together with any registration, data processing agreement or other documents referenced herein, constitute the whole agreement between Honeywell Homes and the Subscriber regarding the provision of the Service. All other terms are excluded from this Agreement, in particular any general terms and conditions of procurement of Subscriber.

#### **2. Scope of Services**

- 2.1 Honeywell Homes provides to Subscriber, by e-mail on the basis of a data processing platform, data that is collected and sent by metering devices to a smart meter gateway (the "Gateway") and from the Gateway to the data processing platform. In relation to Honeywell Homes, Subscriber is responsible (i) for providing the content and the data being processed by the Service, and being obtained from the devices connected to the Gateway and (ii) for the (radio) connection of such devices to the Gateway. The technical Service demarcation thus starts with the transmission functionality of the Gateway and ends with sending the data received by the Gateway from the devices in a processed manner by way of an e-mail to the Subscriber.
- 2.2 Honeywell Homes performs the Service through the use of suppliers and subcontractors. The use of suppliers and subcontractors does not require the prior written consent of Subscriber. In particular, the Service is provided by making use of Gateways with connectivity on the basis of integrated SIM-cards provided by mobile service providers, and cloud service providers through which the data collected by the Gateways is provided to Subscriber.
- 2.3 Subscriber is permitted to use the Service for his own internal purposes, or as part of its own service provision of metering services to end customers, such as, for example, enterprises, landlords and housing associations.
- 2.4 The use of the Service is permitted only in connection with the use of a Honeywell Homes branded Gateway and an ID-Code for the Service that has been provided with the respective Gateway.

2.5 The use of the Service is permitted only in those countries listed in the Service Description attached below. Communication across national borders by use of a Gateway or the built-in SIM-card, except for these countries, is not permitted.

### **3. Service Term and Termination**

3.1 This Agreement enters into force (i) upon Subscriber registering for the Service through the Honeywell Homes Smart Metering Platform Portal on the Internet by using the ID-Code provided with the Gateway and (ii) Honeywell Homes having confirmed the registration to the Subscriber by e-mail (the „Subscription“). For each Gateway an individual Subscription is required.

3.2 The Subscription for each Gateway shall have a service term of 5 years (the “Service Term”) which commences at the date of the Subscription, and shall end automatically at the end of this period.

3.3 Each Party can terminate any Subscription with a notice period of 6 months, at any time during the Service Term.

3.4 Without prejudice to any other rights or remedies to which Honeywell Homes may be entitled, Honeywell Homes may terminate any and all Subscriptions with immediate effect and without liability to the Subscriber, if the Subscriber commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 10 business days of the Subscriber being notified in writing of the breach.

3.5 Both Parties’ right to terminate any Subscription for other important cause remains unaffected.

3.6 The provisions of this Agreement remain in force as long as any Subscription is valid.

### **4. Obligations of Subscriber**

4.1 Subscriber represents that he has validly obtained the Gateway that is used in conjunction with the Service and the ID-Code that was provided together with the Gateway. Subscriber further represents that he is entitled to register and connect with the Gateway the devices that will form Automated Metering Readout (AMR) networks and send data to the Gateway for processing through the Service, and that he is entitled to collect, process and use such data.

4.2 Subscriber shall cooperate with Honeywell Homes closely and efficiently to enable and facilitate the provision of the Service. Subscriber shall use the Service only in compliance with all laws, regulations, governmental and court orders applicable to Subscriber and its use of the Service.

4.3 Subscriber shall contribute, with the care of an ordinary businessman, to the uninterrupted operation of the Service, and shall refrain from any act or failure to act that could harm the security, safety, integrity, stability and operation of the Service. The Subscriber shall refrain from all actions and omissions that might put the Service or the underlying infrastructure at risk of damage, of misuse, unlawful or otherwise malicious use.

4.4 Subscriber has to ensure that the SIM card and all data provided by Honeywell Homes and Honeywell Homes’s suppliers and subcontractors, including all access details (ID-Code and, if applicable, login details of Subscriber and other users), are kept safe.

Subscriber shall make sure that its customers (if any) and any other persons using the Service on Subscriber's behalf also comply with these requirements.

- 4.5 Subscriber will ensure that the AMR network nodes and networks to be read out by the Gateway are functional, and have the appropriate wireless connection for the readout of AMR networks as set forth in the Service Description.
- 4.6 Subscriber shall, in particular, inform Honeywell Homes without delay of
  - (i) the loss of a SIM card;
  - (ii) any errors of the Service, specifying the type of error as precisely as possible;
  - (iii) in case of doubt of the misuse of access data;
  - (iv) any change in his name and address;
  - (v) an intended change of location within the territory as specified in section 2.5.
- 4.7 Subscriber shall use the Service and/or provide own services on the basis of the Service only in compliance with all laws, regulations, governmental and court orders applicable to Subscriber and its use of the Service.
- 4.8 Subscriber shall indemnify and hold harmless Honeywell Homes from any and all claims, damages, efforts and costs resulting from violations by Subscriber of the obligations in this section 4 and in sections 8 to 10.

## **5. Availability**

- 5.1 Honeywell Homes will ensure that the Service will meet its specifications but does not warrant that the Subscriber's use of the Service will be uninterrupted or error-free, nor that the Service and/or the information obtained by the Subscriber through the Service will be accurate or meet the Subscriber's requirements.
- 5.2 The connectivity elements of the Service will generally be available up to 24 hours per day and up to 7 days a week except for (i) planned downtime and (ii) unavailability for reasons of Force Majeure, (iii) functional defects and breakdowns which leads to an average availability of no less than 90% per year. Planned downtime will be announced to Subscriber by e-mail and shall not exceed 6 hours per month. Notwithstanding the above, Honeywell Homes shall aim to ensure that (a) an event set out above in (i) or (iii) will not last longer than four weeks, (b) any data processed through the individual Gateway stay fully available for the period of one year and (c) the data can be read out again as soon as possible after one of the events set out in (i), (ii) or (iii) has ended
- 5.3 Honeywell Homes does not guarantee that a Gateway will work in a specific location, unless Honeywell Homes approved such location in advance.
- 5.4 Honeywell Homes is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Subscriber acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.5 Honeywell Homes does not warrant that the Service will be merchantable or fit for any particular purpose and any such warranties or similar warranties (whether implied under statute or otherwise) are hereby expressly excluded.

5.6 Honeywell Homes is not responsible for defects and breakdowns which are attributable to normal wear and tear of devices or SIM cards, to dirt or corrosion resulting from chemical, electrical or electrolytic influences or other circumstances caused by persons /entities other than Honeywell Homes, its affiliates, suppliers or subcontractors.

## **6. Defects and Remedies**

6.1 In the event of functional defects of the Service, Subscriber shall provide a notification to Honeywell Homes without undue delay. Written notification shall be sent by e-mail to Honeywell Homes's Contact Person, describing the defect in detail if possible.

6.2 Subscriber shall notify any breakdowns of the SIM cards or the Service to Honeywell Homes without delay as soon as they become known. Notifications shall be made by e-mail or telephone hotline if and as provided by Honeywell Homes in the registration confirmation e-mail pursuant to section 3.1.

6.3 Honeywell Homes will immediately inform Subscriber by e-mail about potential causes and the remedy period required. Honeywell Homes will try to identify and to resolve the cause and aims to remedy of the defect within 20 working days, in any case at the earliest possible date. Honeywell Homes will coordinate whatsoever remedy steps together with Subscriber.

6.4 With regard to exchange products delivered by Honeywell Homes in the course of remedy and / or repair, Subscriber undertakes to have the individual exchange product registered by Honeywell Homes prior to commissioning.

## **7. Acceptable Use**

7.1 Subscriber will use the Service only for the intended purpose pursuant to section 2.3. Subscriber accepts and will adhere to operational or maintenance instructions, as provided to Subscriber on the Service website, set out in these Terms and/or provided to Subscriber from Honeywell Homes by other means. Subscriber will not use the Service in a way that is excessive, harmful or otherwise detrimental to the Service, the underlying infrastructure or to other users of the Service.

7.2 Subscriber must ensure that any misuse of the Service and of the SIM cards by Subscriber, the customers of Subscriber and any other service recipients is excluded. Misuse is deemed to be any use of the Service or the respective SIM card not in accordance with the provisions of this section 8 or section 9. In particular, the following use of the SIM card or the Service shall be regarded a misuse: (i) Accessing emails and browsing the Internet by means of an end device; (ii) transmission of legally forbidden information and material; (iii) unwanted advertising by email, fax, telephone or SMS, or illegal dialing programs; (iv) illegal initiation of contacts by means of telecommunications such as stalking; (v) communication or upload of information with illegal or immoral content to the Internet, and any reference made to such content; (vi) transfer of connections by the SIM card; (vii) use of the SIM card for telephone communication.

7.3 If Subscriber becomes nonetheless aware of any misuse, Subscriber will report this to Honeywell Homes without delay and Honeywell Homes may deactivate the SIM card and the respective user's access rights immediately. If Honeywell Homes, irrespective of Subscriber's information becomes nonetheless aware of misuse, Honeywell Homes will immediately inform Subscriber and may deactivate or block the individual SIM card. In the event of SIM-card deactivation due to misuse, the parties then shall mutually find an amicable (replacement) solution without delay. Honeywell Homes

will lift the deactivation of the user's access rights and the SIM-card once the misuse has ended or the parties have mutually agreed on a solution.

- 7.4 If Subscriber, customers of Subscriber or any other persons who use the Service on behalf of Subscriber misuse the Service or the SIM cards or fail to follow operational or maintenance instructions, Subscriber will be responsible for damages incurred, provided that compliance with said instructions would have prevented the occurrence of such damage.
- 7.5 In no event shall Honeywell Homes, its employees, agents and sub-contractors be liable to the Subscriber to the extent that the alleged infringement is based on (i) a modification of the Services by anyone other than Honeywell Homes, its affiliates, suppliers or subcontractors, or (ii) the Subscriber's use of the Services in a manner contrary to the instructions given to the Subscriber by Honeywell Homes or in breach of this Agreement, or (iii) the Subscriber's use of the Services after notice of the alleged or actual infringement from Honeywell Homes or any appropriate authority.

## **8. SIM Cards**

- 8.1 In order to transmit data from the Gateways to the data processing platform, and as a precondition of the Service supplied to Subscriber, Honeywell Homes uses a SIM card to connect the Gateways to the data processing platform. Irrespective of any transfer of title regarding the Gateway, the SIM-card does not become property of Subscriber.
- 8.2 Subscriber shall not remove the SIM cards from the Gateways, unless explicitly requested by Honeywell Homes or at the end of the contract period in order to return or destroy the SIM card. Subscriber is not entitled to use the SIM card for own or any other purposes than obtaining the Service.
- 8.3 In particular, communication for personal purposes and any action described in section 8.5 is prohibited.

## **9. Data Protection**

- 9.1 Honeywell Homes and Subscriber undertake to comply with the applicable data protection regulations of the Federal Republic of Germany. However, Honeywell Homes shall only be obliged to comply with the applicable data protection regulations of the Federal Republic of Germany, not any local rules.
- 9.2 Honeywell Homes and Subscriber shall make sure that staff or third parties to whom they respectively disclose personal data are to maintain data confidentiality.
- 9.3 For all personal data processed by Honeywell Homes on behalf of Subscriber as part of the Service, Honeywell Homes acts as data processor to Subscriber. Subscriber may also act as data processors to the respective service recipients; in the latter case Honeywell Homes acts as sub-processor and shall be entitled to use further sub-processors.
- 9.4 By accepting these Terms, Honeywell Homes and Subscriber enter into the data processing agreement which is attached to these Terms (the "Data Processing Agreement"). Upon request of either Honeywell Homes or the Subscriber, each Party shall be obliged to sign the Data Processing Agreement by written signature and provide a hardcopy version of this signed Data Processing Agreement to the respective other Party.

9.5 The Parties acknowledge and agree that the applicable data protection requirements are subject to changes, both of the applicable laws and of regulation practice and/or case law. The Parties will cooperate in good faith to ensure that both Parties are and remain in compliance with the applicable data protection requirements.

## **10. Smart Meter Information**

10.1 The Service and the Gateways are designed to collect certain data and information from Subscriber's or Subscriber's customers metering infrastructure, including data on heat consumption, time stamps, etc. (collectively, "Smart Meter Information"). Honeywell Homes is the sole maker of any databases aggregated within the Service platform and owns all IP rights related to Smart Meter Information.

10.2 Subscriber has the right to use any Smart Meter Information provided to Subscriber as part of the Service for its own business purposes.

10.3 Honeywell Homes may produce, distribute and disclose reports, analyses and data based upon the Smart Meter Information, provided, however that Honeywell Homes shall not disclose to any third parties any Smart Meter Information that identifies specifically Subscriber or any individual persons. Disclosures of Smart Meter Information that are necessary to provide the Service (e.g. to suppliers or subcontractors) remain unaffected.

## **11. Change of Service**

11.1 Honeywell Homes reserves the right to change the scope of the Service and the content of these Terms if the change is not disproportionate for the Subscriber.

11.2 In case of a change to the scope of the Service or the content of these Terms, Honeywell Homes will notify the change to Subscriber at least one month before the effective date of the change. Subscriber is deemed to have accepted the change, if Subscriber has not submitted an objection to Honeywell Homes before the effective date of the change. Honeywell Homes will inform Subscriber of this right to object. If Honeywell Homes notifies changes with direct effect to the scope of the Service, Subscriber shall have the right to terminate the affected Subscription(s) with effect from the effective date of the change. Honeywell Homes shall inform the Subscriber of this termination right.

11.3 In the event of technical changes Honeywell Homes has the right to replace the SIM card and temporarily suspend the provision of the Service.

## **12. Limitation of Liability**

12.1 Honeywell Homes is liable for damages caused by intent and gross negligence on its part, on the parts of its legal representatives and vicarious agents. If Honeywell Homes has acted negligently, Honeywell Homes's liability is restricted to typical, foreseeable damage.

12.2 Honeywell Homes shall also be liable in the event of negligently caused injury to life, body and health caused by Honeywell Homes, its legal representatives or vicarious agents and in the event of fraud. Where a guarantee is provided by Honeywell Homes, then the extent of Honeywell Homes's liability is to be determined pursuant to the guarantee declaration.

12.3 Honeywell Homes shall also be liable for damages caused by the negligent violation by Honeywell Homes its legal representatives or vicarious agents of such obligations which are indispensable for the performance Agreement in the first place and the

fulfilment of which Subscriber may reasonably rely on. In such cases, Honeywell Homes' s liability is restricted to typical, foreseeable damage.

- 12.4 Additionally, Honeywell Homes shall be liable in cases of mandatory statutory liability, for example pursuant to the Product Liability Act.
- 12.5 Other than stated herein any liability of Honeywell Homes is excluded, regardless of the theory of liability, whether based on contract, tort, indemnity or otherwise.
- 12.6 Subscriber shall notify and consult with Honeywell Homes without undue delay and comprehensively, if it intends to take legal recourse in accordance with the aforementioned provision. Subscriber has to allow Honeywell Homes and, if requested, Honeywell Homes' s suppliers and subcontractors to investigate and examine the damages.
- 12.7 Notwithstanding the above, in case of negligence, Honeywell Homes shall in no event be liable for any indirect or consequential damages.

### **13. Confidentiality**

- 13.1 Each Party shall keep all information and data of the other Party that is marked as confidential or where the confidential nature follows from the circumstances of disclosure to the other Party (the "Confidential Information"), in strict confidence.
- 13.2 Confidential Information shall not be disclosed to any third parties, unless required (i) for the performance of this Agreement, (ii) to suppliers, subcontractors and advisors if those persons are also bound to confidentiality, (iii) in relation to enforcement of legal claims against the other Party, (iv) to comply with statutory or regulatory obligations.
- 13.3 The confidentiality obligation shall not apply to information that: (i) was publicly known or is made public without any fault of one of the Parties; (ii) that was known to the recipient prior to conclusion of this agreement; (iii) is acquired by the recipient from another source without restriction as to use or disclosure.
- 13.4 This confidentially obligation continues to be effective after termination of this Agreement. Upon request of the respective other Party, each Party will return confidential information to the other Party or, to the extent technically possible, erase such information.

### **14. Force Majeure**

Honeywell Homes shall have no liability to the Subscriber under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement by force majeure.

### **15. Miscellaneous**

- 15.1 In the event that any provision of these Terms of Service is invalid or unenforceable, the validity of the remaining provisions shall not be affected. In such event, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the intent of the original provision.
- 15.2 The Subscriber shall not, without the prior written consent of Honeywell Homes, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Honeywell Homes may at any time assign,

transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

- 15.3 This agreement shall be governed by the laws of the Federal Republic of Germany with the exception of its conflict of laws principles and the provision of the Vienna Convention on the International Sale of Goods (CISG). Unless mandatory provisions of law provide otherwise, exclusive place of venue shall be Frankfurt am Main.
- 15.4 Changes of this agreement other than those set forth in section 12 are only valid if agreed in written form. This includes any changes to this section 16.5.



## **Honeywell Homes Smart Metering Platform Service - Service Description (March 2017)**

The Honeywell Homes Smart Metering Platform Service (HSMP) operates in conjunction with registered Honeywell Homes battery-operated RNG5-STD gateways. The gateways transmit the data collected from node stations within the respective AMR System (Automatic Metering Readout System) via mobile GPRS/EDGE connectivity to a centralized server. The data is sent from the server in an encrypted format to the Subscriber in intervals via e-mail. Details of the gateway specifications are provided with the gateway.

Readout can be performed up to four times a month up from up to 5 AMR networks per gateway with maximum of 500 devices each, per gateway.

The RNG5-STD gateway operates within the HSMP Portal (Honeywell Homes Smart Metering Platform). The HSMP Service compiles the data received from the AMR network. The Service provides options and choices for the e-mail transfer of the data to the Subscriber, the functionality for setup of gateway parameters and coordinates the different gateways in various customer locations.

### **Contact and Support**

After registration and provided the registration is confirmed by Honeywell Homes, the Subscriber will receive a confirmation e-mail which will provide Service contact details by way of an e-mail address and, where applicable a Service hotline telephone number.

### **Permitted countries of use**

Austria, Belgium, Bosnia and Hercegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Germany, Estonia, Finland, France, Greece, Great Britain, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Macedonia, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey.

## **Data Processing Agreement for the Honeywell Homes Smart Metering Platform Service**

If and to the extent Honeywell Homes processes data concerning the personal or material circumstances of an identified or identifiable individual on behalf of the Subscriber (hereinafter: "Personal Data"), the following terms shall apply to the processing of that Personal Data.

### **1. General**

- 1.1 This data processing agreement (DPA) details the obligations of Honeywell Homes related to the protection of data resulting from the scope of the processing of personal data on behalf of the Subscriber as defined in detail in the Terms for the Honeywell Homes Smart Metering Platform Service. It shall apply to all processing of personal data within the scope of and related to the Service.
- 1.2 In case of a conflict between this Data Processing Agreement and the Terms, this Data Processing Agreement shall prevail but only to the extent necessary to resolve the conflict or inconsistency.

### **2. Scope, Duration and Specification**

The scope and duration as well as the extent and nature of the collection, processing and use of personal data shall be as defined in the Terms.

### **3. Scope of Application and Distribution of Responsibilities**

- 3.1 Honeywell Homes shall process personal data on behalf of Subscriber. The foregoing shall include the activities enumerated and detailed in the Terms and its Amendments. Within the scope of this Agreement, the Subscriber shall be solely responsible for its own compliance with the statutory data privacy and protection regulations, including, but not limited to, the lawfulness of the transmission to Honeywell Homes and the lawfulness of processing.
- 3.2 Any instruction by Subscriber to Honeywell Homes related to processing (hereinafter, a "Processing Instruction") shall, initially be defined in the Terms, and Subscriber shall be entitled to issue changes and amendments to Processing Instructions and to issue new Processing Instructions, provided however and to the extent such changes or amendments are required by BDSG or changes to BDSG and do not exceed such legal requirements.

### **4. Honeywell Homes's Obligations and Responsibilities**

- 4.1 Honeywell Homes shall collect, process, and use data related to data subjects only within the scope of work and the Processing Instructions issued by the Subscriber.
- 4.2 Honeywell Homes shall, within Honeywell Homes's scope of responsibility, structure Honeywell Homes's internal organisation so that it complies with the specific requirements of the protection of personal data. Honeywell Homes shall implement and maintain technical and organisational measures to adequately protect the Subscriber's data in accordance with and satisfying the requirements of the BDSG (annex to section 9 BDSG). These measures shall be implemented as defined in section 10 below. Honeywell Homes shall be entitled to modify the security measures agreed upon, provided, however, that no modification shall be permissible if it derogates from the level of protection contractually agreed upon.

- 4.3 Honeywell Homes shall ensure that any of its or any of its subcontractors' personnel entrusted with processing personal data under this data processing agreement (i) have undertaken to comply with the principle of data secrecy (i.e. to not collect, process or use personal data without authorization), and (ii) have been duly instructed on the protective regulations of the applicable data protection laws.
- 4.4 Honeywell Homes shall, without undue delay, inform the Subscriber of any material breach of the protection of the Subscriber's personal data. Honeywell Homes shall implement the measures necessary to secure the data and to mitigate potential adverse effects on the data subjects and shall agree upon the same with Honeywell Homes without undue delay. Honeywell Homes shall support the Subscriber in fulfilling the Subscriber's disclosure obligations under section 42a BDSG.
- 4.5 Honeywell Homes shall notify to the Subscriber the point of contact for all issues related to data privacy and protection within the scope of the Terms.
- 4.6 Honeywell Homes shall notify to the Subscriber the contact details of its data protection official (if one was appointed according to the applicable law).
- 4.7 Honeywell Homes shall not use data transmitted to the Subscriber for any purpose other than to perform Honeywell Homes's rights and obligations under the Agreement or comply with the Processing Instructions.
- 4.8 Where the Subscriber so instructs Honeywell Homes, Honeywell Homes shall correct, delete or block data in the scope of the Terms and the Processing Instructions.
- 4.9 Unless stipulated differently in the Terms, Honeywell Homes shall, either at the Subscriber's individual request or after termination, expiration or cessation of the Terms, erase all personal data securely and beyond recovery. If stipulated in the Terms and the Subscriber instructs Honeywell Homes so, Honeywell Homes shall archive and/or provide to the Subscriber such data.

## **5. Honeywell Homes's Obligations**

- 5.1 Subscriber shall, without undue delay and in a comprehensive fashion, inform Honeywell Homes of any defect the Subscriber may detect in Honeywell Homes's work results and of any irregularity in the implementation of statutory regulations on data privacy.

## **6. Enquiries by Data Subjects**

- 6.1 Where, in accordance with applicable data privacy laws, Subscriber or one of Subscriber's customers is obliged to answer a data subject's enquiry related to the collection, processing or use of such data subject's data, Honeywell Homes shall support the Subscriber in providing the required information. The foregoing shall only apply where Subscriber has so instructed Honeywell Homes in writing or in text form, and where Subscriber reimburses Honeywell Homes for any cost and expenses not covered by other fees. Honeywell Homes shall not directly respond to any enquiries of data subjects and shall refer such data subjects to the Subscriber.
- 6.2 Where a data subject requests Honeywell Homes to correct, delete or block data, Honeywell Homes shall refer such data subject to the Subscriber.

## **7. Audit Obligations**

- 7.1 The Subscriber can, prior to the commencement of the processing of data and at regular intervals thereafter, audit the technical and organisational measures implemented by Honeywell Homes and shall document the result of such audit.
- 7.2 Insofar as the Service is supplied as a white label product to Honeywell Homes by a third party service provider, Honeywell Homes shall arrange for audits of the respective data processing and protection practices to confirm compliance with this data processing agreement by reputable third party auditors and provide the Subscriber with a report summary and additional information on request.
- 7.3 Subscriber shall have the right to conduct an audit of Honeywell Homes's compliance with its obligations under this data processing agreement. Certain information about the security standards of Honeywell Homes and Honeywell Homes's service providers and practices are sensitive confidential information which will not be disclosed by Honeywell Homes. Upon request, Honeywell Homes agrees to respond, no more than once per year, to a reasonable information security questionnaire concerning security practices specific to the Services provided hereunder.

## **8. Subcontractors**

- 8.1 The Subscriber authorizes Honeywell Homes to engage affiliated and unaffiliated subcontractors to perform some or all of its obligations under the Terms. Where necessary to provide the Services, Honeywell Homes will provide its affiliates and subcontractors with access to Personal Data. Honeywell Homes shall make details of the identity of its affiliated and third party subcontractors and the processing locations available to the Subscriber on request.
- 8.2 Honeywell Homes shall conduct appropriate due diligence of its subcontractors and execute valid, enforceable and written contracts with subcontractors requiring the subcontractor to abide by terms no less protective than those in this data processing agreement regarding the processing and protection of Personal Data.
- 8.3 Honeywell Homes remains responsible for any acts and omissions of the affiliates and subcontractors it engages to provide the Services to the Subscriber, the Subscriber's customers and end users giving rise to a breach of this data processing agreement as if they were its own acts or omissions.
- 8.4 Any affiliate or subcontractors will be permitted to process Personal Data only to deliver the Services, and they are prohibited from using Personal Data for any other purpose.

## **9. Duties to Notify**

- 9.1 Where the Subscriber's data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Honeywell Homes's control, Honeywell Homes shall notify the Subscriber of such action without undue delay. Honeywell Homes shall, without undue delay, notify to all pertinent parties in such action, that any data affected thereby is in the Subscriber's sole property and area of responsibility, that data is at Subscriber's sole disposition, and that the Subscriber is the responsible body in the sense of applicable law.

9.2 Where individual regulations of this data processing agreement are invalid or unenforceable, the validity and enforceability of the other regulations of this data processing agreement shall not be affected.

## **10. Technical and Organizational Measures pursuant to Section 9 of the German Federal Data Protection Act (BDSG) and the Annex to this Act**

The following technical and organizational measures will be implemented by Honeywell Homes's service provider who is providing the product to Honeywell Homes as a white label product, and subject to technical advances and further development in accordance with this agreement. In this respect, the service provider and Honeywell Homes will be allowed to implement adequate alternative measures. The security level of the defined measures must not be compromised. Significant changes must be documented. If authorizations to access systems or applications are necessary to perform the services agreed in the Terms, Honeywell Homes and the service provider may only award such authorizations, for the intended purpose and to the extent required, to persons tasked with the processing related to the Terms. In the event that Honeywell Homes needs to telework in order to perform certain activities, Honeywell Homes and the service provider will use appropriate measures to ensure the necessary level of protection and security. Honeywell Homes will inform the Subscriber of such measures upon request. Honeywell Homes will also ensure that appropriate controls are implemented.

### **10.1 Entry Control**

Entry to buildings, rooms, and facilities in which Personal Data is collected, processed or used, will be restricted to authorized persons. To ensure secure entry to company buildings and rooms, and the identification of authorized persons, Honeywell Homes's service provider will deploy and use effective and appropriate access controls such as electronic smart cards, door locking systems, and technical surveillance equipment. Such controls will be at the individual person level as appropriate. Furthermore, appropriate and effective surveillance equipment such as video and alarm systems will be installed.

### **10.2 Access Control**

In order to obtain access to Honeywell Homes's service provider's technical systems, applications and net-works, a password-protected user master record (known as the personal user account) must be set up. The authorized user will then use this account to authenticate him-self/herself to the system or application. When leaving a computer, the user must log off accordingly. When assigning a password, user authentication must be sufficiently secure. The user account must be formally requested, approved by the relevant supervisor, and the assignment documented. The responsible service provider has outlined the design, use, and personal scope of the password in a password policy whose compliance is supported technically. Applications and communication connections will force re-authentication when certain thresholds are reached (maximum session duration, failed logons, etc.). Any systems vulnerable to attack by malicious software will be equipped with the latest protection.

### **10.3 Authorization Control**

Honeywell Homes's service provider will grant access authorizations on a "need-to-know" and "need-to-do" basis (lowest possible rights). Examples include access authorizations for task-related authorization schemes, user profiles, and functional roles. An access authorization will be sought on the basis of the role scheme and

approved by the relevant supervisor. Additional control instances will be integrated into the approval process. For technical access security, the service provider will use recognized security systems such as RACF, Active Directory, etc. Existing user accounts will be checked periodically and deleted or changed in the event that a user's tasks change. The responsibility for user accounts must be clearly assigned; representations are defined allowed in the current policies.

#### **10.4 Disclosure Control**

Technical (protection when saving and transferring data) Honeywell Homes's service provider will ensure the integrity of Personal Data stored and disclosed within the data processing systems and applications through the use of plausibility checks and/or verification procedures. The confidentiality of Personal Data outside Honeywell Homes's and the service provider's area of responsibility (for example, third-party networks and radio networks) will be ensured through authentication and/or encryption. Remote access to networks that house the Subscriber's systems and applications will be encrypted and only granted after authentication. Several factors will be associated with particularly sensitive data (for example, password and hardware token). Networks that house the Subscriber's systems and applications will be separated from other networks through the use of proxies, firewalls "with stateful inspection", and a network address translation (NAT). In addition to Secure Socket Layer (SSL) encryption and the use of VPN technology, secure Internet communication will be achieved through the use of firewall systems and continuously updated virus software. Data carriers will be transported in encrypted form only.

#### **10.5 Receiver control (traceability of planned transfers)**

The purpose, type, origin and destination of each automatic data exchange with third-party systems and networks will be documented.

#### **10.6 Input Control**

In general, Honeywell Homes's service provider will log all data input and output activity undertaken by users and administrators using the systems and applications, and will check this data for irregularities on a regular basis. The logs will be archived in accordance with the content and/or statutory requirements. Alternatively, they will be deleted once they have fulfilled their purpose or they will be blocked against further processing. Predominantly automated reconciliation procedures and controls will ensure effective processing. Log data will be stored securely and the use of audit tools will be limited to authorized users.

#### **10.7 Task Control**

Honeywell Homes and Honeywell Homes's service providers will process the entrusted data only in accordance with the contractually agreed instructions received from the Subscriber. Control measures will be defined in consultation with the Subscriber and then technically or organizationally incorporated into the operations. Honeywell Homes will only engage the services of subcontractors in accordance with the requirements of the contractual provisions.

#### **10.8 Availability Control**

Honeywell Homes's service providers will use off-site backup data centers for this purpose. Systems will be protected against attacks from outside. The availability of data and systems in data centers will be ensured through appropriate measures such as system redundancy, battery backup against power outages, air conditioning, and

protection against other harmful environmental agents and sabotage. The relevant facilities will be maintained and tested on a regular basis, in accordance with manufacturer specifications. Archive data will be generated in accordance with the respective applicable requirements. To ensure a reliable recovery in the event of a serious malfunction, flow definitions for continuity plans will be developed, tested on a regular basis, and kept highly available.

### 10.9 Separation Control

Systems and applications will be geared specifically towards purpose-specific and separate processing. There will be a functional separation between production systems and test systems. The test data in production systems may only be used following consultation with the Subscriber, and only if the test system's security is comparable with that of the production system. Tests will not reduce the level of protection in terms of confidentiality, integrity or availability of Personal Data.

Signed on behalf of Honeywell Homes:

Signed on behalf of the Subscriber:

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**Signature**

**Signature**

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**Print name**

**Print name**

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**Title**

**Title**

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**Date**

**Date**