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(A) The HONEYWELL SOFTWARE or MATERIALS may automatically download and install updates from HONEYWELL, from time to time. These updates may be designed to improve, enhance and further develop the HONEYWELL SOFTWARE or MATERIALS and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit HONEYWELL to deliver these to you) as part of your use of the HONEYWELL SOFTWARE and MATERIALS.



(B) Your only recourse if you are unhappy with any modifications to the HONEYWELL SOFTWARE or MATERIALS is to uninstall the HONEYWELL SOFTWARE and MATERIALS.

9. YOUR OBLIGATIONS

(A) You hereby acknowledge and agree to only use the HONEYWELL SOFTWARE and MATERIALS as permitted in this AGREEMENT.

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(C) You agree that you are solely responsible for (and that HONEYWELL has no responsibility to you or to any third party) your use of the HONEYWELL SOFTWARE or MATERIALS, any breach of your obligations under the AGREEMENT, and for any consequences of any such breach (including any loss or damage that HONEYWELL may suffer).

(D) You understand that during and/or by using the HONEYWELL SOFTWARE and MATERIALS, you may encounter Third Party Software that may be deemed offensive, indecent or objectionable. Nevertheless, you agree to use the HONEYWELL SOFTWARE and MATERIALS at your own risk and that HONEYWELL shall not have any liability to you with respect to such content.

10. MAINTENANCE OF HONEYWELL SOFTWARE OR MATERIALS

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(A) You are responsible for compliance with all import and export control laws and regulations. You must obtain at your sole cost and expense all import, export, and re-export approvals and licenses required for the HONEYWELL SOFTWARE and MATERIALS delivered and will retain documentation evidencing compliance with those laws and regulations.

(B) You represent and warrant that You are not located in a country that is subject to a U.S. Government Embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and You are not listed on any U.S. Government list of prohibited or restricted parties.

14. TERMINATION

(A) Upon notice, HONEYWELL may terminate this AGREEMENT for any reason without cause effective immediately. HONEYWELL may also terminate this AGREEMENT at any time and without notice if you fail to comply with any of the terms hereof, effective immediately.

(B) In addition to the termination rights stated in (A) above, HONEYWELL may terminate this AGREEMENT without notice if you fail to make any required service or software payments, if applicable, effective immediately.

(C) Upon termination of this AGREEMENT for any reason, the license granted hereunder will terminate and you must stop all use of the HONEYWELL SOFTWARE and MATERIALS immediately. In addition, upon termination of this AGREEMENT for any reason, you must also stop all use of any data or information obtained from use of the HONEYWELL SOFTWARE or related website immediately.

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Except for payment obligations, if applicable, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing party and may include, without limitation: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party's ability to perform the AGREEMENT, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crisis, (e) labor strikes or lockouts, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing.

19. RIGHT TO AUDIT FACILITY AND RECORDS

HONEYWELL, or its authorized representatives, at least once per year, unless HONEYWELL can show reasonable cause for a more frequent occurrence, has the right during normal business hours during the life of this AGREEMENT and for three (3) years thereafter to visit you and have access to the inside and outside of your facilities and its employees for the purpose of inspecting, observing and evaluating: (a) your compliance with all provisions of this AGREEMENT; (b) any potential noncompliance with the provisions of this AGREEMENT; (c) possession, access and control of HONEYWELL SOFTWARE and MATERIALS; (d) inventory, use and purchase of authorized components in connection with activities under the terms of this AGREEMENT; (e) books, records, people and reports to determine compliance with the terms of this AGREEMENT; and (f) observing the manner and method of operating under the terms of this AGREEMENT by you. If any of your books, records, people and reports are located off of your premises, said books, records and reports will be made available to HONEYWELL or its authorized representatives within five (5) days of request.

20. REFERENCE-ONLY USE

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Third Party Beneficiaries. You agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this AGREEMENT, and that, upon your acceptance of this AGREEMENT, Apple will have the right (and will be deemed to have accepted the right) to enforce this AGREEMENT against you as a third party beneficiary.

22. MISCELLANEOUS



Governing Law and Forum. This AGREEMENT shall be governed in all respects by the laws of the United States of America and the State of New York without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this AGREEMENT. All disputes arising under this AGREEMENT shall be brought exclusively in the state or federal courts in Phoenix, Arizona, as permitted by law. You consent to the personal jurisdiction of the above courts.

Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this AGREEMENT, breach of the provisions of this AGREEMENT by you may cause HONEYWELL irreparable damage for which recovery of money damages would be inadequate and that HONEYWELL shall therefore be entitled to obtain timely injunctive relief to protect HONEYWELL's rights under this AGREEMENT in addition to any and all remedies available at law.

Purchase Order. Any purchase order implemented hereunder shall be subject to the terms and conditions of this AGREEMENT.

Notices. All notices to HONEYWELL shall be in writing and shall be directed to:

Honeywell International Inc.
1944 E. Sky Harbor Circle
Phoenix, AZ 85034, U.S.A
Attn: General Counsel

No Agency. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.

Personally Identifiable Information. HONEYWELL does not knowingly collect personally identifiable information from anyone younger than 13. If HONEYWELL is made aware that it has received personally identifiable information from someone younger than 13, it will use reasonable efforts to remove that information from its records.

Waiver. The failure of either party to enforce at any time any of the provisions of this AGREEMENT shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

Severability. In the event that any provision of this AGREEMENT is determined to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this AGREEMENT will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this AGREEMENT one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

Headings. The section headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this AGREEMENT.

Assignment. You may not delegate, assign or transfer this AGREEMENT, the license(s) granted or any



of your rights or duties hereunder, including by way of merger (regardless of whether you are the surviving entity) or acquisition, and any attempt to do so, without HONEYWELL's express prior written consent shall be void. HONEYWELL may assign this AGREEMENT, and its rights and obligations hereunder, in its sole discretion. Any attempt to assign or delegate in violation of this clause will be void.

Entire Agreement. This AGREEMENT and all the policies referenced herein constitute the entire agreement between HONEYWELL and you concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized representative of HONEYWELL.

Last Updated: June 2018



APPENDIX A

THIRD PARTY TERMS

The two open source components within the app are:

1. Moments recorder by Thomas Hourdel “Zlib License”
2. [Json.NET](#) “MIT License”

This Appendix Last updated: (7th August 2019)