



## TERMS AND CONDITIONS

recognize the roles of "controller" and "processor" as applied to Personal Data then, as between Customer and Supplier. Customer act as controller and Supplier act as processor and shall process Personal Data on behalf of and in accordance with Customer's documented instructions, the Connected Contract and applicable laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the Connected Solution and/or related services and perform rights and obligations under the Connected Contract. Customer authorize Supplier to share Personal Data with sub-processors located in any jurisdiction, provided Supplier will use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing of Personal Data. Supplier have no liability arising from processing of Personal Data in compliance with the Connected Contract. Supplier shall refer data subject requests to the Customer and provide reasonable assistance to enable them to: (a) comply with requests; (b) enable security; (c) respond to complaints or inquiries or conduct any impact assessments; and (d) verify compliance with Supplier's obligations in this Clause (including participating in Personal Data audits), provided Customer reimburse all reasonably incurred costs. Upon termination Supplier shall delete or anonymize all Personal Data, except if required or permitted by applicable law for compliance, audit or security purposes. If Supplier process Personal Data relating to data subjects in the European Economic Area ("EEA"), Switzerland or Philippines: (i) if Supplier believe any instruction will violate applicable privacy laws, or if applicable law requires Supplier to process Personal Data relating to data subjects in the EEA in a way that is not in compliance with Customer's or user's documented instructions, Supplier shall notify the Customer in writing, unless the law prohibits such notification on important grounds of public interest; (ii) Supplier shall upon request make available the identity of sub-processors and notify intended addition or replacement and Customer have 5 business days to object. If Customer object, Supplier may terminate Customer's use rights without penalty on written notice; and (iii) Supplier shall ensure personnel processing Personal Data of EEA data subjects have committed to confidentiality in relation to such processing. Where transfers of Personal Data require: (y) Customer authorize Supplier and their Affiliates to act as agent for the limited purpose of binding Customer as principal, in the capacity of "data exporter", to Supplier's 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](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 Customer or their Affiliates, in the capacity of "data exporter", and by Supplier or our Affiliates, in the capacity of "data importer".

**27. Confidential Information & Data Usage** 27.1 Confidential information includes any information or data that are provided by one party (the disclosing party) to the other party (the receiving party) in any form, including any information or data relating to the operation or performance of products and all data generated by the products which are aggregated and de-identified. Subject to compliance with all applicable data protection laws and regulations, Supplier retains the right to utilize any and all data and information that is collected, generated, processed or transmitted by or through the products and all data and information provided or transmitted to Supplier regarding the operation or performance of the products in an aggregated or anonymized form for any business purpose, including product, software or service development, marketing or sales support or other analytics. To the extent that Supplier does not own any such information or data, Buyer grants Supplier and its affiliated companies (or shall procure for Supplier and its affiliated companies the grant of) a perpetual right to use and make derivative works from such information and data for any lawful purpose.

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