



AGENDA

Wisconsin Rapids Public School District - Board of Education

510 Peach Street

Wisconsin Rapids, WI 54494

(715) 424-6701

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Troy Bier, Member
John A Krings, President

December 2, 2019

LOCATION: Board of Education Conference Room A/B

TIME: Immediately following the Educational Services Committee Meeting, but no earlier than 6:30 p.m.

- I. Call to Order
- II. Public Comment
- III. Business Services
 - A. Purchases – Update
- IV. Updates and Reports
 - A. Purchases – Update
 - B. Honeywell Building Solutions – Outcome Based Service (OBS) Contract – Review
 - C. Free and Reduced Meal Eligibility Counts by Building – Review
 - D. 2018-19 Financial Statements and Independent Auditors’ Report on Communication with those charged with Governance and Management Advisory Comments – Review
- V. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at [715-424-6701](tel:715-424-6701), at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling [715-424-6701](tel:715-424-6701).

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda.



BACKGROUND

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Troy Bier, Member
John A Krings, President

December 2, 2019

LOCATION: Board of Education Conference Room A/B

TIME: Immediately following the Educational Services Committee Meeting, but no earlier than 6:30 p.m.

I. Call to Order

II. Public Comment

III. Business Services

A. AkitaBox Inc – District Software and Services - Approval

AkitaBox Inc software provides ease and accuracy in asset tracking and maintenance by cataloging all equipment and developing a periodic maintenance and work order system to ensure all District equipment is being properly maintained.

AkitaBox Inc provides staff who will come in and take photos of all District fixed assets, assign quick response codes to those assets, and build preventive maintenance schedules for all District equipment. The cost for data collection and mapping is a one-time fee of \$25,000.

The annual software fee, work order, and preventive maintenance fee is \$10,000. AkitaBox will waive the first year annual software fees.

AkitaBox Inc services are currently used by the School Districts of La Crosse, Oshkosh, Stevens Point, Tomorrow River, and Wausau.

The Administration recommends that the proposal to approve implementation of the AkitaBox Inc software and services for cataloging and developing a maintenance schedule for District equipment, at a one-time fee of \$25,000, be recommended for approval to the Board of Education.

IV. Updates and Reports

A. Purchases - Update

Copies of the following invoices are included as Attachment A:
DeMoulin – Band Uniforms – Lincoln High School
Streich Equipment – Dishwasher – Woodside Elementary

Business Services Committee Meeting Background – December 2, 2019

B. Honeywell Building Solutions – Outcome Based Service (OBS) Contract – Review

The new Honeywell Outcome Based Service (OBS) contract is included as Attachment C. The OBS contract replaces the District's previous contract for automation services. The \$8,900 set up fee for the program was approved at the Board meeting in November 2019.

C. Free and Reduced Meal Eligibility Counts by Building – Review

Included as Attachment B are student eligibility counts by school building for free and reduced meals through November 2019. These numbers not only impact the Food Service program, but also impact funding for many other federal programs, including Technology and Title programs. Special effort must be made by staff at Grove Elementary, Howe Elementary, Mead Elementary, and River Cities High School to encourage parents to continue to complete the Household Application for Free and Reduced Price School Meals, as all students in those four buildings are eligible for free meals under the Community Eligibility Provision (CEP).

D. 2018-19 Financial Statements and Independent Auditors' Report on Communication with those charged with Governance and Management Advisory Comments – Review

A short review of the 2018-19 Audited Financial Statements will be provided by Daniel Weigand, Director of Business Services. Committee members should bring their copy of the Audit Report along with any questions they might have.

V. Future Agenda Items

No future agenda items of the Business Services Committee were identified at this time.



Purchase Order
WISCONSIN RAPIDS SCHOOL DISTRICT
 510 PEACH STREET
 WISCONSIN RAPIDS, WISCONSIN 54494
 PHONE (715) 424-6705 - FAX (715) 422-6070

SHOW THIS NUMBER ON ALL SHIPMENTS,
 CORRESPONDENCE, OR INVOICES

PO# 20003499

DATE: 11/21/19

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 3062

PHONE: (715)842-0531

REQ: 00039176

EMAIL:

Streich Equipment
 833 S 3rd Ave
 Wausau WI 54401-4492

COPY

BUYER:

SHIP TO: Central Storage
 2510 Industrial Street
 Wisconsin Rapids WI 54495

VENDOR ACCOUNT:

CONTACT: E. Messerli

SITE: Central Office

SPECIAL INSTRUCTIONS: Please email PO to Nicole Miller at nicole@streichequipment.com.

lease send the following, freight charges prepaid. Cancel back orders not received by

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|------|-----|---|-------------|-----------|
| 1.00 | | Hobart Dishwasher for Woodside Elem, Model No. AM15T-2 | 13,793.0000 | 13,793.00 |
| 1.00 | | Water Softener Conditioner, Hobart Model No. WS40 | 1,933.0000 | 1,933.00 |
| 1.00 | | Installation of Dishwasher by Hobart Sales & Service | 1,500.0000 | 1,500.00 |
| | | TOTAL: | | 17,226.00 |
| | | Presented at December, 2019 Board Mtg by Dan as an Update | | |
| | | PER PURCHASING POLICY 672 | | |
| | | ***** For School District of Wisconsin Rapids use only 0-50-800-327-255300-000-000000-2 17,226.00 | | |

THE STATE OF WISCONSIN AND ALL ITS AGENCIES ARE EXEMPT FROM
 ALL FEDERAL, STATE, AND LOCAL TAXES, SEC. 77-54
 PLEASE ACCEPT OUR PO AS EVIDENCE OF OUR EXEMPT STATUS

Signed: *[Signature]*

Attachment B

Free and Reduced

| November 2019 Data | | | | | | November 2018 Data | | | | | |
|--|-------------|------------|-------------|-------------|----------------------|--|-------------|------------|-------------|-------------|----------------------|
| School | Free | Reduced | Total F/R | Enrollment | Percent free/reduced | School | Free | Reduced | Total F/R | Enrollment | Percent free/reduced |
| Central Oaks | 47 | 15 | 62 | 183 | 34% | Central Oaks | 54 | 21 | 75 | 185 | 41% |
| Grant | 63 | 19 | 82 | 281 | 29% | Grant | 50 | 21 | 71 | 282 | 25% |
| Grove | 125 | 26 | 151 | 252 | 60% | Grove | 143 | 36 | 179 | 265 | 68% |
| Howe | 193 | 35 | 228 | 334 | 68% | Howe | 189 | 23 | 212 | 302 | 70% |
| Lincoln | 485 | 76 | 561 | 1434 | 39% | Lincoln | 450 | 87 | 537 | 1432 | 38% |
| Mead | 263 | 49 | 312 | 384 | 81% | Mead | 268 | 22 | 290 | 373 | 78% |
| Think Academy | 44 | 8 | 52 | 209 | 25% | Think Academy | 49 | 15 | 64 | 203 | 32% |
| River Cities | 54 | 2 | 56 | 79 | 71% | River Cities | 75 | 3 | 78 | 106 | 74% |
| Washington | 124 | 20 | 144 | 328 | 44% | Washington | 144 | 15 | 159 | 346 | 46% |
| WRAMS | 439 | 76 | 515 | 1073 | 48% | WRAMS | 428 | 66 | 494 | 1052 | 47% |
| Woodside | 116 | 27 | 143 | 392 | 36% | Woodside | 118 | 14 | 132 | 404 | 33% |
| | | | | | | | | | | | |
| Total | 1953 | 353 | 2306 | 4949 | 47% | Total | 1968 | 323 | 2291 | 4950 | 46% |
| | | | | | | | | | | | |
| Notes: | | | | | | Notes: | | | | | |
| Lincoln High School / Lincoln Virtual free /reduced and enrollment figures are combined. | | | | | | Lincoln High School / Lincoln Virtual free /reduced and enrollment figures are combined. | | | | | |
| Offsite 4K and Building Blocks EC are not included in these numbers. | | | | | | Offsite 4K and Building Blocks EC are not included in these numbers. | | | | | |
| 4K/EC students attending schools within our district are included in the school numbers. | | | | | | 4K students attending schools within our district are included in the school numbers. | | | | | |

Honeywell Building Solutions

SERVICE AGREEMENT

Proposal Number: 1988145
Date: October 7, 2019
Agreement Number: 1988145

(HONEYWELL)
Honeywell Building Solutions
1985 Douglas Drive
Golden Valley, MN 55422

(Wisconsin Rapids Public Schools)
Wisconsin Rapids Public Schools
2510 Industrial Drive
Wisconsin Rapids, WI 54494

Service Location Name: Wisconsin Rapids Schools EJHS, Washington, Woodside, WRAMS and LHS
Service Location Address: 2510 Industrial Drive Wisconsin Rapids WI

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

- | | |
|---|---|
| <input type="checkbox"/> Preferred Temperature Control Services | <input type="checkbox"/> Site Services |
| <input type="checkbox"/> Flex Temperature Control Services | <input type="checkbox"/> Honeywell Energy Analysis Reporting |
| <input type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Air Filter Services |
| <input type="checkbox"/> Flex Automation Services | <input type="checkbox"/> Water Treatment Services |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services | <input type="checkbox"/> Critical Parts Stocking |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services | <input type="checkbox"/> Thermography Services |
| <input type="checkbox"/> Preferred Security System Inspect Services | <input type="checkbox"/> Emergency Generator Services |
| <input type="checkbox"/> Flex Security System Services | <input type="checkbox"/> In Suite Services |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radiotics |
| <input type="checkbox"/> Flex Mechanical Maintenance Services | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input type="checkbox"/> Service Management Software |
| <input type="checkbox"/> EBI Services | <input type="checkbox"/> FM Worksite |
| <input type="checkbox"/> Online Services | <input type="checkbox"/> Other/Special Provisions _____ |
| <input type="checkbox"/> Advanced Support | <input type="checkbox"/> Honeywell Users Group |
| <input checked="" type="checkbox"/> Automation Outcome Based Services - Assurance | |

Contract Term: Five (5) years from the Effective Date. Customer Honeywell (INITIALS)

Contract Effective Date: November 1, 2019

Price for Year 1: Forty Four Thousand Four Hundred Seventy Six (\$44,476.00), plus applicable taxes

Payment Terms: Quarterly

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

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

Submitted by HBS: (signature)
Name: George Minkel
Title: Account Manager
Date: October 7, 2019

This proposal is valid for 60 days.

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

Accepted by:
HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit

(Wisconsin Rapids Public Schools)

Signature: _____
Name: George Minkel
Title: Account Manager
Date: October 7, 2019

Signature: _____
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 and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential," or "Secretive." The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. Honeywell may, during and after the term of this Agreement, compile and use, and disseminate in encryptions and aggregated form, all data and information related to building optimization and energy usage obtained in connection with this Agreement. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

4. INSURANCE OBLIGATIONS

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

(1) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;

(b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.

(d) Workers' Compensation Insurance Coverage A – Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

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

5. HAZARDOUS SUBSTANCES, MOLD AND UNEASY WORKING CONDITIONS

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

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

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

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

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

6. WARRANTY AND LIMITATION OF LIABILITY

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

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

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

7. INDEMNITY

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

8. LIMITATION OF LIABILITY

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

9. EXCUSABLE DELAYS

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

10. PATENT INDEMNITY

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

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

11. SOFTWARE LICENSE

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

12. DISPUTE RESOLUTION

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

13. ACCEPTANCE

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

14. MISCELLANEOUS

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

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

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

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

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

15. COVERAGE

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

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating wiring, hydraulic 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 rebuild software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred Customer labor rates for such services.

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

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

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

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

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

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

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

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

16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five

(5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 **Price Adjustment:** Honeywell may annually adjust the amounts charged for the Services provided.

17. TERMINATION

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

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed hereto) 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 fix losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

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

18. DEFINITIONS

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

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

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

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

Outcome Based Service Work Scope Document

- 1.1 Scope –** Honeywell will provide Honeywell Building Solutions Outcome Based Service to Customer for the building automation system hardware and software set forth in the List of Covered Equipment and List of Covered Software below as expressly described in this Work Scope Document and in accordance with and subject to the terms and conditions of this Work Scope Document and all other provisions of the Agreement referred to below (the “OB Services”). The “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”):

*Monitoring of the controls associated with these assets.

| Quantity | Description | Location |
|----------|---------------------|----------------|
| 16 | AHU | **Listed Below |
| 6 | Booster Coils | **Listed Below |
| 2 | Boiler | **Listed Below |
| 2 | Chiller | **Listed Below |
| 18 | Exhaust Fan | **Listed Below |
| 3 | Fans | **Listed Below |
| 380 | VAV | **Listed Below |
| 10 | Cabinet Unit Heater | **Listed Below |
| 20 | Fin Tube Radiation | **Listed Below |
| 1 | Cooling Tower | High School |

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

**Note: Listed Above includes WRAMS and LHS

| Drawing number(s) and date(s) (if applicable) | | | | |
|---|-------------------------|---------|---------------------|----------|
| Quantity | Software Product Number | Version | BMS Points Included | Location |
| 1 | 51012 | R500 | 1500 | Virtual |

1.2 Coverage –

| | |
|-------------------------|-----------------------------------|
| TYPE OF ACTIVITY | Included if box is checked |
|-------------------------|-----------------------------------|

General

- 1) Maintenance of the Covered Software and Covered Equipment as and to the extent provided in this Work Scope Document.
- 2) To support monitoring and diagnostics, Honeywell may install additional software on Customer’s applicable building automation system(s) (the “System”). Such software will remain the property of Honeywell or its nominated software licensor and shall be removed from the System and returned to Honeywell at Honeywell’s request.

Real Time Analytics

Server and Network monitoring

- 3) Honeywell will establish a connection from the System to Honeywell’s Sentience™ cloud and its related server analytics software to run routine software audits on Customer’s applicable operating system and server hardware. Issues may be raised as service cases for assessment by Honeywell’s service professionals, and, if necessary, discussion with the Customer. A summary of such service cases actioned by Honeywell’s service professionals will be included in Honeywell’s monthly service report.

HVAC Comfort
and Operations
Analytics

- 4) Honeywell will establish a connection from the System to Honeywell's Sentience™ cloud and its related HVAC and energy analytics tools. These tools are intended to identify anomalies in the operation of Customer's applicable site. Anomalies may be raised as service cases. Those service cases that relate to Covered Equipment will be referred to Honeywell service professionals for action. Service cases that relate to other equipment will be referred to the Customer.

Energy
Optimization
Analytics

- 5) If the Customer has selected a service level that includes this option, Honeywell will enable rules on its Sentience™ cloud and related HVAC and energy analytics software to seek potential opportunities for energy efficiencies that could be achieved by adapting the Customer's control system or the equipment that it controls.

Dynamic
Preventative
Tasking
Equipment
Inspections

- PROVIDED WITH RESPECT TO THE COVERED EQUIPMENT.

- 6) Honeywell will provide the following services and such planned preventive activity that in Honeywell's sole judgment is intended to keep the System operating within its functional capability.

Planned preventative maintenance will be scheduled by a service case list, delivered to Honeywell's service professionals on their mobile devices and visible to Customer on Customer's Service Portal (as defined below) detailing what tasks to perform to support the Covered Equipment.

After each service visit is completed, certain details from the completed service case list will be entered on Honeywell's records to promote continuous program updating and certain details will be visible on the Service Portal.

Such services will consist of periodically examining, adjusting, calibrating and cleaning thermostats, humidity controls, temperature controls, pressure controls, valves, relays, motors and accessories with respect to the Covered Equipment.

Maintenance intervals will be determined by equipment run time, application, analytics, location and Honeywell's computer data bank of maintenance experience and manufacturers' specifications. Attendance at site is as required by the service case list.

System
Administration and
Backups

- 7) For Covered Software, Honeywell's services will consist of the following software services:
- a) Routine services consisting of the archiving of operating system and application software on site on media and stored in containers supplied by Customer. A procedure for the maintenance of the system database will be established by Honeywell and maintained by Customer. Honeywell will audit this program at established intervals specified by Honeywell.

Patches

- 8) Honeywell will attempt functional correction of Covered Software which may be scheduled for a future software revision, as provided below. Corrections required prior to a Honeywell scheduled maintenance software revision/release are not normally available. Where, in Honeywell's sole judgment, correction is technically feasible, an expedited functional correction will be attempted by Honeywell as agreed with Customer's representative. Functional corrections are not normally fully system tested and therefore responsibility for results or errors remains with Customer. Honeywell's services also include the delivery and installation of patches to covered operating and system software which have been supplied by the author of the software and have been approved for installation by Honeywell. Not all patches supplied by such software authors are approved for use with Honeywell supplied software.

Technician
Response to Call
Out

- 9) Honeywell will attempt to repair and restore the Covered Equipment to normal operation during normal working hours when notified by Customer of failure or malfunction of the Covered Equipment.
- a) After each service visit is completed, details of work completed will be entered as necessary on Honeywell's records and will be shown on the next service report and will be made available on the Service Portal.
General advice on system functions to suit changing environment or operational requirements will be provided on request by reference to system documentation.
- b) Specific suggestions will be provided when specific operational difficulties arise if a detailed description of the problem is provided to Honeywell.
- c) Attempted functional correction of software will be scheduled for a future software revision when specific operational difficulties arise if a detailed description of the problem is provided to Honeywell and is deemed by Honeywell in its sole judgment as necessary.
- d) Honeywell will provide standard updates to Honeywell supplied documentation for Covered Equipment or Covered Software. The updates may be hard copy or soft copy as determined by Honeywell.

Pre-Authorized
Technician
Response to
Analytics Faults
(additional fees
apply)

- 10) Customer may choose from time to time to pre-authorize Honeywell to carry out maintenance in response to specified classes of problems so that when such events occur, Honeywell is authorized to respond to them without delay (subject to Honeywell's written acceptance of such authorization, in its sole discretion). This may include certain classes of service cases or problems with nominated assets or classes of assets. Customer will communicate its authorization in writing to Honeywell and may vary it from time to time, in writing. Maintenance carried out in response to this authorization will be paid by Customer at Honeywell's applicable standard hourly rates in effect at such time plus other costs incurred.

Breakdown Parts
and Labor Covered

- 11) If equipment repairs are included, Honeywell will, when in its sole judgment, conditions warrant, repair or replace parts or equipment that constitute or are part of the Covered Equipment and that are excessively worn or have failed as a result of wear and tear with new or reconditioned parts or equipment. This provision, however, does not apply to consumable parts, including but not limited to printer paper and ribbons, magnetic media, access cards or for any other cause whatsoever. The parts so removed shall become Honeywell's property.

Critical
notifications

- 12) Where the Customer has elected this option, Honeywell will provide notification of critical service cases to nominated Customer representatives through electronic media.

Energy Control
Strategy Review
and
Recommendations
(additional fees
apply)

- 13) Where the Customer has selected a service level that includes Energy Optimization Analytics, the service cases generated from this activity will be reviewed by a Honeywell HVAC specialist and the resulting recommendations will be discussed with Customer. If Customer approves the implementation of their recommendations, the work will be carried out and paid by Customer at Honeywell's applicable standard in effect at such time.

Training

- 14) Honeywell will provide training hours annually up to the limit specified in the Agreement.

Performance
Dashboards and
Reports
Service Portal

- 15) Honeywell will provide a web URL and up to 5 logins to the service portal established by Honeywell for Customer (the "Service Portal"). The Service Portal enables the Customer to view certain dashboards, service case history, service reports, and other documentation provided by Honeywell from time to time.

Summary KPI
Dashboards
Service Report

- 16) Honeywell will make available on the Service Portal summary key performance indicator ("KPI") dashboards.
- 17) Honeywell will provide monthly a service report that describes the status of service cases initiated or received by Honeywell that are new, active or closed in that particular month.

Detailed KPI
Dashboards

- 18) If the Customer has selected a service level that includes this option, Honeywell will make available on the Service Portal detailed KPI dashboards.

**Lifecycle
Management
Asset Risk Report**

- 19) If the Customer has selected a service level that includes this option, Honeywell will provide annually a report listing the equipment installed by Honeywell at the Customer site, the support status and/or certain risks associated with that equipment and for selected assets, a recommendation for the Customer on whether changes to that asset may be beneficial. This report will be made available on the Service Portal.

Tailored Roadmap

- 20) If the Customer has selected a service level that includes this option, Honeywell will provide annually a tailored roadmap for Honeywell-installed equipment, showing when it may be advisable to make changes to the System. This roadmap will be made available on the Service Portal.

**Continuous
Service
Improvement
Root cause review**

- 21) If the Customer has selected a service level that includes Continuous Service Improvement, Honeywell will carry out the following activities:
- a) Periodically review the pattern of types and resolutions of service cases experienced at the Customer site and at other sites for which Honeywell provides Outcome Based Service for Customer. As a result of these reviews, Honeywell may make recommendations to Customer regarding changes to the applicable System with the objective of reducing the risk of service cases being raised in the future.
 - b) Implement a process of change control whereby proposed changes to the applicable System may be made. Honeywell may make changes such as software updates without Customer approval. If a change will require additional fees to be paid by Customer, Honeywell will notify the Customer, indicating the nature of the change and the amount of additional fees payable by Customer. Honeywell will proceed with implementing such change upon Customer's approval and payment of such additional fees.
 - c) Periodically review the availability of the Covered Equipment. As a result of these reviews, Honeywell may make recommendations to Customer regarding changes to the applicable System that are intended to reduce the risk of downtime in the future.

**Change Control
(additional fees
apply)**

**Availability
Management**

**Certain Exclusions
and
Qualifications (all
of which are
applicable)**

- 22) Without limiting other exclusions, for the avoidance of doubt Honeywell's obligations and the OB Services DO NOT INCLUDE
- a) 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;
 - b) 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;
 - c) Tenancy variation requiring a change to the design configuration or air balance of the system, including the relocation or modernization of sensors;
 - d) Repairs to electric wiring;
 - e) Repairs to cabinet casings;
 - f) Repairs to lighting within units;
 - g) Malicious damage;
 - h) Moving of sensors or field devices;
 - i) Tenancy alterations of any type;
 - j) Foundations or structural supports;
 - k) Building works;
 - l) Modernizations; or
 - m) Repairs to systems or equipment that can no longer reasonably be maintained, as determined by Honeywell in its sole judgment, including, without limitation, when complete replacement thereof is advisable.

- 23) The system of planned preventative maintenance and quality assurance developed by Honeywell shall remain the property of Honeywell, but Customer shall have a non-exclusive license to use it during the term of the Agreement.
- 24) Should automatic controlled valves be included in the Covered Equipment, then the maintenance and repair of automatically controlled valves is included in the Agreement. The removal or reinstallation of these devices is not included.
- 25) Customer shall be responsible for the procurement, installation, operation and maintenance of all non-Honeywell supplied equipment, software, or communication media, including but not limited to Internet, telephone and power equipment and Honeywell supplied equipment that is not Covered Equipment. Customer shall maintain the site according to published system documentation on site planning and installation specifications. Any services performed by Honeywell in connection with such equipment shall be charged to and paid by Customer at Honeywell's applicable standard hourly rates in effect at such time plus other costs incurred.
- 26) Any maintenance service provided outside of Honeywell's normal working hours at Customer's request and all services provided which are not expressly covered by the Agreement shall be billed to and paid by Customer at Honeywell's applicable standard hourly rates in effect at such time plus other costs incurred.
- 27) At initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any component, part or equipment cannot, in the sole judgment of Honeywell, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, excessive wear or deterioration or any other reason, Honeywell may remove said item from the List of Covered Equipment, upon sixty (60) days' written notice. Any such item so removed from the List of Covered Equipment will no longer be deemed Covered Equipment and will be eliminated from coverage under the Agreement. Honeywell will adjust the price payable by Customer accordingly.
- 28) Notwithstanding any other provision of the Agreement, Honeywell makes no representation or warranty, express or implied, with respect to the OB Services, including, without limitation, any warranty that the OB Services will achieve any particular results or effects or any warranty of fitness for a particular purpose, and hereby disclaims any implied or statutory warranties.

1.3 Emergency Service. Should an emergency arise relating to the Covered Equipment, Covered Software or the System of a nature that is within the subject matter of this Work Scope Document, Honeywell personnel will attempt to assess the situation either by phone or remote diagnostics, or both, and will determine the course of action with Customer. If it is jointly determined that a site visit is required, Honeywell personnel will arrive at Customer's site within four (4) hours. If the emergency service involves Honeywell providing service for equipment, software or any components thereof that are not Covered Equipment or Covered Software, Customer will be liable for such service at Honeywell's applicable standard hourly rates for emergency services in effect at such time plus other costs incurred.

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

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

1.4 Additional Set-Up Fees:

- A one-time setup fee of \$8,900.00 will be invoiced separately.

Customer acknowledges and agrees that even if they do not require additional set-up fees, certain set-up measures are required in order to enable the OB Services and the OB Services will not commence until all required set-up measures are completed by Honeywell and Customer.

1.5 Certain Special Conditions. Customer will provide Honeywell with reasonable means of access to all devices which are to be serviced. Honeywell shall be free to start and stop all primary equipment incidental to the operation of the applicable System subject to the Agreement. Customer will promptly notify Honeywell of changes to the System or the plant that it controls. It is a condition to Honeywell's obligations under the Agreement that Customer have signed and delivered Honeywell's applicable standard software license agreement(s) relating to Enterprise Buildings Integrator, the "cloud connector" and any other software made available to Customer hereunder.

1.6 Certain Matters relating to Data. Notwithstanding any other provision of the Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of the Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 1.6. To the extent required by Honeywell, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of the Agreement. This Section 1.6 shall survive expiration or termination of the Agreement.

1.7 Certain Other Matters. Notwithstanding any other provision of the Agreement, (a) 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 (b) the aggregate liability of Honeywell for any claims arising out of or relating to this Work Scope Document will in no case exceed the price paid by Customer to Honeywell for services provided under this Work Scope Document. 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.