

Limited Sublicense for Honeywell Home Trademark

- I. **License and Use of Trademarks.** Resideo hereby grants Distributor a limited, non-exclusive right during the term of this Agreement, to use the Honeywell Home trademarks, as applicable (hereinafter, the “Trademarks”), in the Territory. The Trademarks must be used solely in connection with the marketing, sale, installation, and servicing of Products. Upon expiration or termination of this Agreement for any reason, Distributor shall immediately cease any and all use of the Trademarks in any manner. The rights granted to the Distributor pursuant to this Agreement are personal to the Distributor and may not be transferred, assigned or sublicensed, by operation of law or otherwise, nor may Distributor delegate its obligations hereunder without the written consent of Resideo.
- II. **Acknowledgement of Rights and Trademarks.** Distributor acknowledges that Honeywell International Inc. (“Honeywell”) is the owner of all right, title and interest in, and to, the Trademarks. All goodwill resulting from the use of the Trademarks by Distributor, including any additional goodwill that may develop because of Distributor's use of the Trademarks, shall inure solely to the benefit of Honeywell, and Distributor shall not acquire any rights in the Trademarks by virtue of its use of the Trademarks as granted herein. Distributor shall use the Trademarks in strict conformity with this Agreement and with Honeywell's corporate policy regarding trademark usage, which shall be provided to Distributor from time to time. Distributor shall not (i) use the Trademarks for any unauthorized purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Distributor rather than Honeywell; (iv) attempt to register, register or own in any country: a) the Trademarks; b) any domain name incorporating in whole or in part the Trademarks; or c) any name, trade name, domain name, keyword, social media name or identification or mark that is confusingly similar to the Trademarks; or (v) challenge the validity of Honeywell 's ownership of the Trademarks. Distributor further shall not at any time, either during the life of or after expiration of this Agreement, contest the validity of the Trademarks or assert or claim any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names or domain names or trademark rights acquired by Distributor in violation of this Agreement shall be immediately assigned to Honeywell upon request by Honeywell.

- III. **Samples.** Upon request, Distributor shall promptly provide Resideo with representative samples of all advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Trademarks ("Copy") which Distributor intends to use or Copy which is in use, together with a description of its proposed placement. Such Copy will be provided for review and approval by Resideo to ensure proper trademark usage by Distributor. Resideo shall promptly review such Copy received from Distributor and shall not unreasonably withhold its consent or object to use of such Copy. Such Copy shall be deemed approved if Resideo does not provide a reply to Distributor within fifteen (15) business days of Resideo's receipt of such proposed Copy. Resideo may refuse to approve, and Distributor shall not distribute, any Copy that derogates, erodes or tends to tarnish the Trademark, or otherwise diminish the value of the Trademark, in Resideo's opinion. In addition, upon request, Distributor shall also provide representative samples of Copy for approval which differ in substance from prior materials used by Distributor and approved by Resideo in accordance with the terms of this Agreement. Furthermore, Distributor shall promptly revise any Copy which Resideo, in its reasonable judgment, deems in violation of this Agreement, Resideo's or Honeywell's Corporate Identity Standards (which Resideo may provide to Buyer from time to time) or which Resideo finds objectionable as tending to derogate or diminish Honeywell's goodwill in the Trademarks. In such event, Resideo shall provide specific corrective actions to such Copy, and Distributor shall use its best commercial efforts promptly to revise such Copy in accordance with Resideo's instructions.
- IV. **Infringements.** Distributor shall promptly notify Resideo of any infringement or potential infringement of the Trademarks in the Territory. Resideo may decide in its sole discretion whether and what steps should be taken to prevent or terminate infringement of the Trademarks in the Territory, including the institution of legal proceedings and settlement of any claim or proceeding. Distributor will provide or procure reasonable assistance, such as the furnishing of documents and information and the execution of all reasonably necessary documents, as Resideo may reasonably request.
- V. **The following must be inserted into purchase orders for products bearing the Trademarks:** Buyer acknowledges that Honeywell International Inc. ("Honeywell") is the owner of all right, title and interest in, and to, Honeywell Home trademarks used in connection with any products that are subject to any purchase order with Buyer ("Trademarks"). All goodwill resulting from any use of the Trademarks by Buyer, including any additional goodwill that may develop because of Buyer's use of

the Trademarks, shall inure solely to the benefit of Honeywell, and Buyer shall not acquire any rights in the Trademarks by virtue of its use of the Trademarks as granted herein. Any use of the Trademarks by Buyer must be in strict conformity with Honeywell's corporate policy regarding trademark usage, which shall be provided to Buyer from time to time. Buyer shall not (i) use the Trademarks for any unauthorized purpose or in any manner likely to diminish their commercial value; (ii) knowingly use any trademark, name, trade name, domain name, logo or icon similar to or likely to cause confusion with the Trademarks; (iii) make any representation to the effect that the Trademarks are owned by Buyer rather than Honeywell; (iv) attempt to register, register or own in any country: a) the Trademarks; b) any domain name incorporating in whole or in part the Trademarks; or c) any name, trade name, domain name, keyword, social media name or identification or mark that is confusingly similar to the Trademarks; or (v) challenge the validity of Honeywell's ownership of the Trademarks. Buyer further shall not at any time contest the validity of the Trademarks or assert or claim any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto. Any trademarks, names or domain names or trademark rights acquired by Buyer in violation of this Agreement shall be immediately assigned to Honeywell upon request by Honeywell.