

**NOTIFIER®**  
**Password Agreement**

This Agreement is made by and between HONEYWELL INTERNATIONAL INC., a Delaware Corporation, acting through the NOTIFIER business of its Fire House e Systems Group, with its corporate office at 12 Clintonville Road, Northford, Connecticut 06472-610 (“NOTIFIER“ County of Hidalgo Texas is having its principal place at 2818 S. Bus. Hwy 281, Edinburg, TX 78539 of the mutual obligations hereunder, the parties agree as follows:

1. **Background.** Password Recipient requests that NOTIFIER disclose certain proprietary and confidential information concerning programming passwords for NOTIFIER proprietary software systems used in NOTIFIER engineered system products (“the Password”).
2. **Nondisclosure.** Password Recipient shall keep the Passwords confidential and shall not communicate the Passwords to any third party or person who is not Password Recipient’s employee, without NOTIFIER’s prior written consent. Password Recipient shall have the right to disclose the Passwords only to those of its employees who have need to know for the purpose of this Agreement and who have agreed to maintain the Passwords in confidence both during and after the term of their employment with Password Recipient.
3. **Standard of Care.** Password Recipient shall use its best efforts and at least the same level of care as it exercises with respect to its own confidential and proprietary information, to prevent the inadvertent disclosure of the Passwords to any third party.
4. **Confidentiality Period.** The obligations of confidentiality and limited use hereunder shall survive forever.
5. **Limited Use of Passwords.** Password Recipient shall not copy, use, or circulate the Passwords except to the extent necessary for the purposes of demonstrating, customizing, maintaining, or supporting an engineered system product purchased from NOTIFIER or an authorized NOTIFIER Engineered System Distributor.
6. **No Warranty or Obligation.** In addition to and not in lieu of NOTIFIER’s limitations and exclusions of warranty set forth in its limited warranty, NOTIFIER makes no warranty or representation with respect to any customizations, modifications or alterations made to its product or system software by password recipient or any other person except NOTIFIER. Password Recipient accepts the Passwords upon the express condition that NOTIFIER makes no warranty or guarantee, either express or implied that the Passwords are usable for any specific purpose. The limitations of warranty, remedy, and liability contained in any agreements between NOTIFIER and Password Recipient shall continue in effect and shall apply to this Agreement.
7. **Property of NOTIFIER.** The Passwords furnished to Password Recipient by NOTIFIER shall remain the property of NOTIFIER. Upon NOTIFIER’ request, Password Recipient shall promptly destroy any and all copies or partial copies of the Passwords in its possession.
8. **Assumption of Risk: Indemnification.** Password Recipient expressly acknowledges that it shall use the Passwords at its sole risk. Password Recipient agrees to defend, indemnify, and hold harmless NOTIFIER and its directors, officers, employees, agents, and representatives from and against any and all losses, expenses (including reasonable legal costs and fees), damages, injuries, liabilities, and claims, including without limitation, third party claims (whether based in strict liability, negligence, tort, contract or otherwise) arising out of the use of any of NOTIFIER’s systems by or on behalf of Password Recipient using or disclosing in any manner the Passwords. This indemnification is in addition to and not in lieu of all indemnification and other obligations of the Password Recipient under the ESD Agreement.
9. **Miscellaneous.** Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws principles.  
The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

*Please provide cryptic codes below:*

Level 1 cryptic code: \_\_\_\_\_ Level 2 cryptic code: \_\_\_\_\_

For 640, 320, 3030, NCA: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**PASSWORD RECIPIENT**

PRINT: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Duly Authorized to Sign)

PHONE NUMBER: \_\_\_\_\_

Email: \_\_\_\_\_



**Notary Seal  
Required**  
Agreement MUST be  
mailed (NOT faxed).