

ANNEXURE I

I. Reference

- 1) This is in addition to MOU that is already signed between HTSL and JNTU Kakinada dated 10/12/2010.

II. Title & Purpose

- 1) "Instrumentation & control Lab Experiments - Industry Intervention "
This consists of designing suitable experiments that would teach students about the real time application of a typical batch, closed control system with multiple control algorithms.
- 2) Honeywell Training School
The purpose is to shortlist few students from JNTU University and take them through a training program to address skill gaps as required to meet Industry needs

III. DESCRIPTION OF THE INITIATIVES

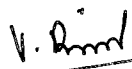
Instrumentation & control Lab

- 1) Supports sponsoring of full time technical person on the role of Lab engineer to maintain the up keep of this lab
- 2) Design of Lab experiments using Controllers installed in Honeywell Automation and Simulation Lab
- 3) Conducting few trainings to improve the capability of JNTU faculty on Honeywell control system
- 4) **Honeywell Training School** : HTSL and JNTU-K through Public-Private partnership shall establish a necessary training infrastructure at a place inside the JNTU university campus to execute a training program for potential students to become Honeywell employees. This training will focus on building necessary skills in fresh students so that they become industry ready. The topics will cover Software technology and programming, few selected Honeywell domain areas, software engineering process and Soft skills. The candidates will be subjected to series of evaluations and successful candidates will be provided an opportunity to join Honeywell as a permanent employee

IV. OBLIGATIONS OF HONEYWELL

Instrumentation & control Lab

- 1) Shall design suitable lab experiments around the real time application of the control system installed in the lab which will be part of the 1st semester curriculum for M tech students.
- 2) Support JNTU-K to become self-reliant in managing the Automation Lab and experiments by initially supporting a dedicated technical lab personnel, developing



Honeywell Technology Solutions Lab Pvt Ltd and JNTU-Kakinada

the lab personnel to assist in delivery of experiments and develop the faculty to deliver the lab experiments to 1st and 2nd semester M Tech students of instrumentation.

Honeywell Training School

- 3) Sponsor and establish suitable Training infrastructure to execute this program
- 4) HTSL conduct written tests at JNTU campus to shortlist the students for this training programme.
- 5) HTSL shall design and deliver the course curriculum based on the business needs and conduct written and practical tests to qualify the students.
- 6) Depute training faculty to deliver training.
- 7) Honeywell will enroll the students into their systems as trainees and provide appropriate stipend

V. OBLIGATIONS OF UNIVERSITY

Instrumentation & control Lab

- 1) Identify faculty which Honeywell can develop so that they could deliver the experiments
- 2) Obtain necessary approvals for the lab sessions to be included in their curriculum

Honeywell Training School

- 3) Provide enough space for setting up the Training school
- 4) Provide available licenses of certain software to be used by the students during the course of training
- 5) Provide priority opportunity to shortlist BTECH and MTECH students to be enrolled into this training program
- 6) Provide regulated power supply for training center systems (PC, Server etc)
- 7) Provide necessary communication infrastructure and system admin support as and when required (ex: telephone with STD facility, Internet connection etc)


VI. LOCATION

Jawaharlal Nehru Technological University, Kakinada
Kakinada-533003,
Andhra Pradesh,
India

VII. NOMINATED PERSONNEL

Honeywell:

Name: B.V. Krishna Reddy
Designation: Leader - Operations
Contact Details:



Honeywell Technology Solutions Lab Pvt Ltd and JNTU-Kakinada

Plot no 11, Survey no 115, Road No 2
IT Park, Nanakramguda, Gachibowli, Serilingampally Mandal
Hyderabad – 500019

JNTU-Kakinada:

Name: Dr. K Padma Raju
Designation: Director Industry Institute Interaction, Placements and Training
JNTU-Kakinada
Kakinada : 533003

VIII. ESCALATION CHART

Honeywell:

N. Srinivasa Raghavan
Vice President
Honeywell Technology Solutions Lab
Plot no 11, Survey no 115, Road No 2
IT Park, Nanakramguda, Gachibowli, Serilingampally Mandal
Hyderabad – 500019

JNTU-Kakinada:

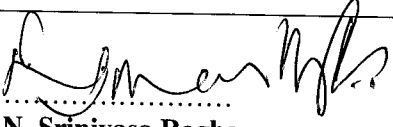
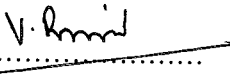
Name: Prof. Allam Apparao
Designation: Vice Chancellor
JNTU-Kakinada
Kakinada : 533003

IX. ADDITIONAL TERMS AND CONDITIONS:

1.No specific additional terms and conditions for this annexure

X. WAIVER:

1.No specific waiver for this annexure

Honeywell Technology Solutions Lab Pvt. Ltd.	Jawaharlal Nehru Technological University, Kakinada
 N. Srinivasa Raghavan Vice President Honeywell Technology Solutions Lab Plot no 11, Survey no 115, Road No 2 IT Park, Nanakramguda, Gachibowli, Serilingampally Mandal Hyderabad – 500019 Date: _____	 Prof. V. Ravindra Registrar Jawaharlal Nehru Technological University, Kakinada Kakinada -533003 Andhra Pradesh , India Date: _____

HONEYWELL END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement") is a legal contract between Honeywell International Inc., acting through its Honeywell Process Solutions business, having an office at 2500 West Union Hills Drive, Phoenix, AZ 85027-5139 ("Honeywell"), and Licensee. The right to use the Licensed Software is granted only on the condition that Licensee agrees to the following terms.

1. DEFINITIONS.

1.1 **"Authorized User"** means an individual Licensee employee or independent contractor authorized by Licensee to access and use the Software provided by Honeywell, subject to the terms of this Agreement.

1.2 **"Confidential Information"** means: (i) the Licensed Software; (ii) the technology, ideas, know how, documentation, processes, algorithms and trade secrets embodied in the Licensed Software; (iii) any software keys related to the Software; and (iv) any other information, whether disclosed orally or in written or magnetic media, that is identified (if oral) or marked (if written) as "confidential," "proprietary" or with a similar designation at the time of such disclosure. Confidential Information shall not include any information that is: (a) published or otherwise available to the public other than by breach of this Agreement by Licensee; (b) rightfully received by Licensee from a third party without confidential limitations; (c) independently developed by Licensee as evidenced by appropriate records; or (d) known to Licensee prior to its first receipt of same from Honeywell as evidenced by appropriate records. If any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of Licensee, Licensee shall promptly notify Honeywell of the order or request and permit Honeywell (at its own expense) to seek an appropriate protective order.

1.3 **"Documentation"** shall mean Honeywell's published user documentation for the Licensed Software, which may be in the form of user manuals and/or other related documentation, in written or electronic object code form.

1.4 **"Intellectual Property Rights"** means all copyrights, trademarks, trade secrets, patents, mask works and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto.

1.5 **"Licensee"** means the entity that purchased the license to the Licensed Software solely for use of the Licensed Software at the Licensed Site.

1.6 **"Licensed Processor"** means a Honeywell-approved processor (which may be a control system or product, a computer, or a specific number of computing devices in a network environment), which processor is owned, leased, or otherwise controlled by Licensee and on which Licensee is authorized to install and use the Software pursuant to the terms and conditions of this Agreement.

1.7 **"Licensed Site"** means the specific address of Licensee's facility where the Licensed Processor is located, as specified in Licensee's Purchase Order.

1.8 **"Licensed Software"** means the Object Code of the Software identified in Licensee's Purchase Order and/or for which Licensee has purchased a license under this Agreement, including all updates, revisions, modifications, or changes thereto to the extent licensed by Licensee under this Agreement, and all full or partial copies thereof.

1.9 **"Licensed Use"** means use of the Object Code form only of Licensed Software by the Authorized Users for the particular purpose as described in the Purchase Order.

1.10 **"Object Code"** means computer programming code in a form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

1.11 **"Purchase Order"** means an order form submitted by Licensee to obtain rights to use Licensed Software under this Agreement. A Purchase Order may include a purchase order, a work order or other written agreement or contract entered into by Licensee and accepted in writing by Honeywell.

1.12 **"Software"** means computer programming code, in Object Code and/or Source Code, and Documentation, in written or electronic form, including updates (if any), and all modifications thereto and full or partial copies thereof. For the avoidance of doubt, Software may include Licensed Software and Unlicensed Software.

1.13 **"Source Code"** means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.

1.14 **"Unlicensed Software"** means Software that may be included on electronic storage media containing the Licensed Software provided by Honeywell that Licensee is not authorized to access or use under this Agreement.

2. **LICENSE GRANT.** Subject to Licensee's compliance with the terms and conditions of this Agreement and payment of any applicable fees, Honeywell hereby grants to Licensee and Licensee accepts a restricted, personal, non-transferable, non-exclusive, internal-use only license, without the right to sublicense, to: (i) use Licensed Software, solely for Licensee's internal purposes in accordance with the Licensed Use, on Licensed Processor(s), at the Licensed Site; and (ii) make up to two (2) copies (or the number of copies allowed under applicable law) of the Licensed Software in non-printed, machine-readable form, to be used solely for archival or backup purposes ("Archival Copies"). Licensee shall include all copyright and trade secret notices and serial numbers on the Archival Copies, which shall be owned solely by Honeywell or its third-party suppliers.

3. **RESTRICTIONS.**

3.1 **General.** Except as expressly permitted by this Agreement, Licensee may not: (i) modify the Licensed Software; or (ii) translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or attempt to derive the Source Code of Software provided to Licensee in Object Code, or create derivative works of the Licensed Software or let any third party do any of the foregoing; or (iii) reproduce the Licensed Software other than as specified above; or (iv) sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign or transfer any rights, grant a security interest in, transfer possession of the Licensed Software or electronically transfer the Licensed Software from one computer to another over a network other than Licensee's internal network as permitted under this Agreement; or (v) use the Software, or allow the Software to be used to, process the data of any other party except Licensee; or (vi) perform, publish or release to any third parties any benchmarks or other comparisons regarding the Software; (vii) alter or remove any of Honeywell's or its licensors' copyright or proprietary rights notices or legends appearing on or in the Licensed Software. Licensee shall reproduce such notices on any copies of the Licensed Software Licensee is permitted to make. Licensee is responsible for informing all Authorized Users of the restrictions set forth in this Agreement with respect to use of the Licensed Software.

3.2 **Keys and Access.** Honeywell agrees to provide to Licensee any Software keys necessary to permit Licensee to gain access to the Licensed Software contained on the media shipped to Licensee. Notwithstanding anything to the contrary in this Agreement, Licensee hereby acknowledges that Licensee shall have no right or license to any Unlicensed Software, that any Unlicensed Software is included therein solely as a matter of administrative convenience, and Licensee further agrees not to attempt to gain access to, or permit any third party to attempt to gain access to, such Unlicensed Software. Licensee shall not disclose the Software keys to any third party. Licensee shall not circumvent, or attempt to circumvent, any license management, security devices, access logs, or other measures provided in connection with the Licensed Software, or permit or assist any Authorized User or any third party to do the same. Licensee agrees not to attempt to modify, tamper with, reverse engineer, reverse compile or disassemble the keys. Upon Licensee's use of a new key for the Software, Licensee represents and warrants that it will not use the superseded key to access the Software.

3.3 **Third Party Software.** The Licensed Software may contain or be derived from materials of third party licensors. Such third party materials may be subject to restrictions in addition to those listed in this Section 3.0, which restrictions, if any, are included in the documents accompanying such third party software. Licensee agrees that any third party supplier shall have the right to enforce this Agreement with respect to such third party's software.

4. **OWNERSHIP.** Honeywell and its licensors shall retain exclusive ownership of all worldwide Intellectual Property Rights in and to the Licensed Software. Licensee hereby assigns to Honeywell any such rights Licensee may have or obtain in and to the foregoing. All rights in and to the Licensed Software not expressly granted to Licensee in this Agreement are expressly reserved for Honeywell and its licensors.

5. **CONFIDENTIAL INFORMATION.** Licensee shall not use or disclose any Confidential Information, except as expressly authorized by this Agreement, and shall protect all such Confidential Information using the same degree of care which Licensee uses with respect to its own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. Licensee shall take prompt and appropriate action to prevent unauthorized use or disclosure of the Confidential Information.

6. **TERM AND TERMINATION.** This Agreement shall continue for so long as Licensee uses the Licensed Software, provided that this Agreement will immediately terminate upon Licensee's entry into bankruptcy, receivership, insolvency or dissolution proceedings; or upon Licensee's breach of this Agreement, unless Licensee cures such breach within ten (10) days after Honeywell provides written notice of such breach. Upon termination, Licensee agrees: (i) not to use the Licensed Software for any purpose whatsoever; (ii) to return or destroy the Licensed Software and any copy then in Licensee's possession, at the direction of Honeywell; and (iii) to certify to Honeywell that such destruction has taken place. Upon termination Honeywell may repossess all copies of the Licensed Software then in Licensee's possession or control. These remedies shall be cumulative and in addition to any other remedies available to Honeywell. The following Sections shall survive any termination of this Agreement: Sections 1, 3.1, 3.3, 4, 5, 6, 8, 9.2, 10, 11, and 12.

7. **SUPPORT.** The Software license fees do not include support, installation or training. Support, installation and training services, to the extent offered by Honeywell, may be separately purchased at Honeywell's then-current rates.

8. **LICENSEE OBLIGATIONS.**

8.1 **Records.** Licensee shall maintain complete, current and accurate records documenting the location of the Licensed Software (in all forms) in Licensee's possession.

8.2 **Compliance Verification.** To ensure compliance with the terms of this Agreement, Honeywell or its designated representative shall have the right to: (i) request that Licensee send a written certification of compliance with the terms and conditions of this Agreement within thirty (30) days of Honeywell's request; and (ii) conduct an inspection and audit upon reasonable notice of the records set forth in Section 8.1 of this Agreement, electronic logs of access to the Software, and the relevant books and records of Licensee, and to obtain true and correct photocopies thereof, during regular business hours at Licensee's offices and in such a manner as not to interfere unreasonably with Licensee's normal business activities. In no event shall such certifications be requested or audits be conducted hereunder more frequently than once every six (6) months. If any such audit should disclose any underpayment of fees, Licensee shall promptly pay Honeywell such underpaid amount, together with interest thereon at a rate of one and one-half percent (1.5%) per month or partial month during which such amount was owed and unpaid, or the highest rate allowed by law, from the date such amount originally became due until finally paid. If the audit reveals that Licensee has underpaid Honeywell by five percent (5%) or more of the amount owed, Licensee shall immediately reimburse Honeywell for its reasonable costs and expenses associated with such audit.

9. LIMITED WARRANTY; WARRANTY DISCLAIMER.

9.1 Limited Warranty. If the license to the Licensed Software was purchased from a party other than Honeywell, Honeywell disclaims all warranties for the Licensed Software (as further described in Section 9.2) and the warranty, if any, shall be provided solely by the party from which the license was purchased. If the license to the Licensed Software was purchased directly from Honeywell, Honeywell warrants that the media on which the Licensed Software is delivered will be free from defects in materials or workmanship for a period of ninety (90) days from the date of shipment of such media to Licensee ("Warranty Period"). If during the Warranty Period the media on which Licensed Software is delivered proves to be defective, Honeywell will repair or replace such media, at Honeywell's option, as Licensee's sole remedy for any breach of warranty hereunder. Licensee assumes full responsibility for: (i) the selection of the Licensed Software; (ii) the proper installation and use of the Licensed Software; (iii) verifying the results obtained from the use of the Licensed Software; and (iv) taking appropriate measures to prevent loss of data. Honeywell does not warrant that the quality or performance of the Licensed Software will meet Licensee's requirements or that Licensee will be able to achieve any particular results from use or modification of the Licensed Software or that the Licensed Software will operate free from error.

9.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, HONEYWELL AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HONEYWELL, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. Some jurisdictions do not allow the limitation or exclusion of implied warranties or how long an implied warranty may last, so the above limitations may not apply to Licensee. This warranty gives Licensee specific legal rights and Licensee may have other rights that vary from jurisdiction to jurisdiction.

10. INFRINGEMENT INDEMNITY. Honeywell will defend any suit against Licensee to the extent based on a claim that the Licensed Software as delivered by Honeywell infringes a valid United States patent or copyright, and indemnify for any final judgment assessed against Licensee resulting from such suit, provided that Licensee notifies Honeywell at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at Honeywell's expense) for the defense and disposition of the claim. Honeywell will not be responsible for any compromise or settlement made without Honeywell's consent. The foregoing notwithstanding, Honeywell shall have no liability for any claim of infringement based on: (a) use of other than the current release of the Licensed Software if such claim would have been avoided by the use of the then-current release provided Honeywell has announced the release prior to the initiation of the infringement claim; (b) any modification of the Licensed Software by an entity other than Honeywell; (c) any use or combination of the Licensed Software with any program, data or equipment not supplied by Honeywell; (d) any use of the Licensed Software other than as expressly permitted in this Agreement; (e) products or processes developed pursuant to Licensee's direction, design, or specification; or (f) any settlement or compromise of such claim made without Honeywell's written consent. Further, Licensee agrees to indemnify and defend Honeywell to the same extent and subject to the same restrictions set forth in Honeywell's obligations to Licensee as set forth in this "Infringement Indemnity" section for any suit against Honeywell based upon a claim of infringement resulting from (a), (b), (c), (d), (e), or (f) above. In the event that the Licensed Software is held in any such suit to infringe such a right and its use is enjoined, or if in the opinion of Honeywell the Licensed Software is likely to become the subject of such a claim, Honeywell at its own election and expense will either (i) procure for Licensee the right to continue using the Licensed Software or (ii) modify or replace the Licensed Software so that it becomes non-infringing while giving substantially equivalent performance. In the event that (i) or (ii) above are not, in Honeywell's sole determination, obtainable using reasonable commercial efforts, then Honeywell may terminate this Agreement and refund the amount Licensee paid Honeywell under this Agreement for the Licensed Software which is the subject of such claim, less a reasonable charge for Licensee's past beneficial use based on depreciation of the Licensed Software on a straight line basis over a period of five (5) years from the effective date of this Agreement. THIS SECTION STATES LICENSEE'S SOLE RECOURSE AND EXCLUSIVE REMEDY AND HONEYWELL'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

11. LIMITATION OF LIABILITY. HONEYWELL AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, GENERAL, PUNATIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF HONEYWELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL HONEYWELL'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY LICENSEE FOR THE LICENSED SOFTWARE. THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HONEYWELL AND LICENSEE. HONEYWELL WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS.

12. GENERAL.

12.1 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 New York, New York, as permitted by law. Licensee consents to the personal jurisdiction of the above courts.

12.2 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Licensee 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.

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

Honeywell International Inc.

Honeywell Process Solutions

2500 West Union Hills Drive

Phoenix, AZ 85027-5139

Attn: General Counsel

12.4 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.

12.5 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Except for payment obligations, neither party will be liable to the other for any failure to meet its obligations due to any cause beyond the non-performing party's reasonable control. If the inability to perform continues for longer than 90 days, either party may terminate this Agreement by providing written notice to the other party and Licensee will pay Honeywell for products delivered and services performed prior to termination. Force majeure events may include but are not limited to: (1) government embargoes, (2) blockades, (3) seizure or freeze of assets, (4) delays or refusals to grant an export license or the suspension or revocation thereof, (5) any other acts of any government that would limit the ability for contract performance, (6) fires, earthquakes, floods, severe weather conditions, (7) any other acts of God, (8) quarantines or regional medical crises, (9) labor strikes or lockouts, (10) riots, strife, insurrection, civil disobedience, 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), (11) shortages or inability to obtain materials or components and (12) inability or refusal by Licensee's directed third party suppliers to provide Honeywell parts, services, manuals, or other information necessary to the goods or services to be provided by Honeywell under this Agreement.

12.6 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.

12.7 Severability. In the event any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the 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.

12.8 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.

12.9 Government End Users. The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, Licensee will provide the Software to U.S. Government End Users only pursuant to the terms and conditions therein and herein.

12.10 Assignment. Licensee may not delegate, assign or transfer this Agreement, the license(s) granted or any of Licensee's rights or duties hereunder, including by operation of law or by way of merger (regardless of whether Licensee is the surviving entity) or acquisition, and any attempt to do so, without Honeywell's express prior written consent, which shall not be unreasonably withheld, 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.

12.11 Compliance with Laws Software and technical information delivered under this Agreement is subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to strictly comply with all such laws and regulations. Licensee will obtain import, export, re-export approvals and licenses required for Software, services and technical data delivered and will retain documentation to support compliance with those laws and regulations. Honeywell will not be liable to Licensee for any failure to provide Software, services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including (1) the failure to provide or the cancellation of export or re-export licenses; (2) any

subsequent interpretation of applicable import, transfer or export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell's performance; or (3) delays due to Licensee's failure to follow applicable import, export, transfer, or re-export laws and regulations. Licensee shall not sell, transfer, export or re-export any Software, services or technical data for use in activities that involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons, or missiles, nor use Software, services or technical data in any facility which engages in activities relating to such weapons or missiles. In addition, Software, services or technical data may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until Licensee, at no expense to Honeywell, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to Honeywell and adequate in Honeywell's opinion to protect Honeywell against any type of liability.

12.12 Language. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding on the parties to this Agreement. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.

12.13 Delivery. Honeywell, in its discretion, will deliver all Software either (i) by physical delivery, in which case F.O.B. Origin, freight allowed, shall apply or (ii) by electronic means, in which case Honeywell's obligation to deliver the Software is completed at such time as Honeywell makes the Software available on a specific Honeywell server and gives Licensee a method of accessing and downloading Software.

12.14 Independent Contractors. The parties specifically acknowledge and agree that, in the exercise of their rights and the performance of their duties under this Agreement, they are and will be independent contractors. Neither party will bind or attempt to bind the other party to any contract or other obligation. Neither party will represent to any third party that it is authorized to act on behalf of, or bind, the other party.

12.15 Country Specific Terms. If due to local law Honeywell may not enforce the prohibitions in Section 3.1(ii), then 3.1(ii) shall be deleted and the following shall be added to the end of Section 3.1: Licensee agrees that it will not, and shall not authorize others to, translate, reverse engineer, decompile, disassemble or otherwise decode or alter, or create derivative works based on the Software without Honeywell's express written consent, except to the extent expressly permitted by mandatory provisions of applicable law (including national laws implementing Directive 91/250/EEC on the legal protection of computer programs) in order to gain certain information for certain limited purposes specified in such laws, provided that Licensee shall not exercise its rights under such laws, unless and until the Licensee has first requested the required information from Honeywell in writing, and Honeywell, at its sole discretion, has not complied with Licensee's request within a commercially reasonable period of time.

12.16 Entire Agreement; Modification. This Agreement constitutes the entire agreement between Licensee and Honeywell and supersedes in their entirety any and all oral or written agreements previously existing between Licensee and Honeywell with respect to the subject matter hereof. The terms and conditions of any purchase order or other instrument issued by Licensee in connection with this Agreement shall be of no force or effect. This Agreement may only be amended or supplemented by a writing that refers explicitly to this Agreement and that is signed by duly authorized representatives of Licensee and Honeywell. The preprinted terms and conditions of any Purchase Order issued by Licensee in connection with this Agreement shall not be binding to Honeywell and shall not be deemed to modify this Agreement.

THE LICENSED SOFTWARE AND ACCOMPANYING DOCUMENTATION ARE PROTECTED BY UNITED STATES COPYRIGHT LAW AND INTERNATIONAL TREATY. UNAUTHORIZED REPRODUCTION OR DISTRIBUTION IS SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

BY INSTALLING OR USING THE LICENSED SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

AMENDMENT TO THE HONEYWELL END USER LICENSE AGREEMENT FOR ACADEMIC USE ONLY

This amendment (the "Amendment") to the Honeywell End User License Agreement (the "HEULA") is a legal agreement between Honeywell International Inc. ("Honeywell") and an Academic User approved by Honeywell to receive the academic offering ("Academic Program").

This Amendment allows for the not-for-profit instructional and non-commercial research use by an Academic User of the Software provided under the HEULA.

By installing, copying, or otherwise using the Software, the Academic User agrees to be bound by the terms of the HEULA and this Amendment. IF THE ACADEMIC USER DOES NOT AGREE TO BE BOUND BY THE AGREEMENT AND THE AMENDMENT, DO NOT INSTALL, COPY OR USE THE SOFTWARE, AND LICENSEE MAY RETURN THE PACKAGE WITHIN THIRTY (30) DAYS AFTER SHIPMENT TO THE ENTITY FROM WHICH THE LICENSE WAS PURCHASED, FOR A REFUND OF THE AMOUNT LICENSEE PAID FOR THE LICENSED SOFTWARE.

1. **Definitions.** Capitalized terms shall have the same meaning in this Amendment as they have in the HEULA, except as may be otherwise set out herein. The following definitions are added for the purposes of this Amendment:
 - 1.1 **"Academic User"** shall mean a Department within a not-for-profit educational institution that (a) has been duly accredited by a widely-recognized accreditation authority as an educational institution organized and operated exclusively for the sole purpose of teaching its matriculating students; and (b) has been accepted by Honeywell, in its sole discretion, for participation in the Academic Program.
 - 1.2 **"Department"** shall mean any department or other reasonably discernable division within an accredited educational institution which is led by one or more chairperson(s) or department head(s), as may be designated by such accredited educational institution. A Department may be identifiable, for example, by having specific administrative responsibilities for the delivery of educational majors and minors, such as an electrical engineering department or a computer science department.
 - 1.3 **"Faculty"** shall mean any personnel duly engaged by the Academic User to teach or instruct Students and/or to conduct research on behalf of the Academic User.
 - 1.4 **"Instructional Use"** shall mean conducting educational classes, labs or related programs for teaching and/or learning the Software or concepts related to the Software.
 - 1.5 **"Research Use"** shall mean conducting not for profit research projects.
 - 1.6 **"Staff"** shall mean persons providing IT support to Academic User.
 - 1.7 **"Students"** shall mean students duly enrolled for educational courses offered for credit and made available or administered by the Academic User.
 - 1.8 **"Use"** shall mean the non-commercial use of the Software by Faculty and/or Students solely for Instructional Use or Research Use. "Use" under this Amendment shall not include the use of the Software for general business purposes or in the performance of paid services.

2. **Amended HEULA Paragraphs.** Solely for the purposes of this Amendment, the HEULA is amended as follows:
 - 2.1 Paragraph 2 of the HEULA is deleted in its entirety and replaced by the following:
 2. **Grant of Educational and Research Use License.** Subject to Licensee's compliance with the terms and conditions of the Agreement and Amendment, and payment of any applicable fees, Honeywell hereby grants to Licensee and Licensee accepts a restricted, personal, non-transferable, non-exclusive, internal-use only license:
 - (a) to use Licensed Software, solely for Licensee's internal purposes in accordance with the Use, on Licensed Processor(s), at the Licensed Site;
 - (b) to install the Software on Licensed Processor(s) or personal computers (e.g. hard drives) located on Academic User premises and permit access to the Software on such Licensed Processor(s) or personal computers by Faculty and Students solely for the Use; and
 - (c) to make no more than ten (10) additional copies of the Software to use as backup copies or be loaned free of charge to Students and Faculty solely for the Use, provided that all such copies shall be owned solely by Honeywell or its third-party suppliers. The additional copies specified in this Section may be loaned by Academic User to Faculty and/or Students (a) for installation on personal computers on Academic User premises; and/or (b) for installation on personal and/or off site computers of Faculty and/or Students. No copies of the Software may be loaned or otherwise distributed to any parties other than those specifically designated herein. No Faculty Member or Student may loan or further distribute a copy of the Software which has been loaned to them. Academic User will stop providing the Software to anyone who ceases being one of Academic User's Staff, Faculty, or Student and will demand return or destruction of the Software by such Staff, Faculty or Student. Academic User must have all Staff, Faculty, and Students to whom Academic User provides any copies of the software agree in writing that the use of the Software is strictly governed by the terms of the Agreement and Amendment and that the Software is to be used solely pursuant to the Use right granted herein.

regardless of any license agreement accompanying the Software. Academic User must keep records of the number of downloads of the Software from Academic User's servers, and records of the Staff, Faculty, and Students to whom Academic User provides media containing the Software. Academic User will permit Honeywell to inspect such records upon request. Academic User will use its best efforts to prevent use of the Software by anyone other than Academic User's Staff, Faculty, and Students or for any purpose not permitted in these terms. If Honeywell notifies Academic User or Academic User learns that any Staff, Faculty, or Student has violated these terms, Academic User shall demand immediate return of or confirm destruction of any Software in the possession or under the control of such Staff, Student or Faculty member. Academic User will be held responsible for unauthorized use of the Software.

(d) All rights not expressly granted herein are reserved to Honeywell.

2.2 Section 6 of the Agreement is deleted in its entirety and replaced with the following paragraph:

6. TERM AND TERMINATION. This Agreement will expire on July 31 of the year after the Licensed Software is initially shipped to the Academic User, provided, however, that it will automatically renew for additional one (1) year periods thereafter unless a party provides written notice of termination to the other party at least thirty (30) days prior to the end of any such period. This Agreement will also terminate immediately if the user no longer qualifies as an Academic User. Whether Licensee qualifies as an Academic User will be in Honeywell's sole discretion. This Agreement may also be terminated by Honeywell if Licensee breaches this Agreement and Licensee does not cure such breach within ten (10) days after Honeywell provides written notice of such breach. Finally, Honeywell may terminate this Agreement if Academic User does not enforce the compliance of its Staff, Faculty or Students with the terms of the Agreement and Amendment. Upon termination, Licensee and the user agree: (i) that all licenses granted in the Agreement will terminate immediately; (ii) not to use the Licensed Software for any purpose whatsoever; (iii) that Academic User may no longer distribute the Software to Students or Faculty for installation on off site personal computers; (iv) that Academic User will discontinue use of the Software on Academic User internal servers and on Academic User on-site lab machines; (v) to return or destroy the Licensed Software and any copy then in Licensee's possession, at the direction of Honeywell; and (vi) to certify to Honeywell that such destruction has taken place. Upon termination Honeywell may repossess all copies of the Licensed Software then in Licensee's possession or control. These remedies shall be cumulative and in addition to any other remedies available to Honeywell. The following Sections shall survive any termination of this Agreement: Sections 1, 3.1, 3.3, 4, 5, 6, 8, 9.2, 10, 11, and 12.

2.3 Section 12.10 of the Agreement is deleted in its entirety and replaced with the following paragraph:

12.10 Assignment. Licensee may not delegate, assign or transfer this Agreement, the license(s) granted or any of Licensee's rights or duties hereunder, including by operation of law or otherwise, and any attempt to do so 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.

3. **Additional Paragraphs.** The following restrictions are added to the HEULA:

- 3.1 Academic User shall ensure that each copy of the Software made under this Amendment shall be a true and complete copy, and include all copyright and trademark notices.
- 3.2 Academic User shall not sell, rent, lease, or transfer the Software to any third party and may not lend the Software other than as authorized by the HEULA and this Amendment.
- 3.3 Honeywell shall deliver the Software to one (1) person who is a full time employee of Academic User department which has been accepted into the Academic Program and such employee will administer or manage Academic User use of the Software under the HEULA and this Amendment.
- 3.4 In order to install certain components of the Software, Academic User may need an Academic Alliance Software Key ("Software Key"). The Software Key will be assigned to Academic User and must be kept secure. Academic User may disclose the Software key to those Student(s) and Faculty members to whom Academic User distributes copies of the Software as provided in Section 2 if required. It is Academic User's responsibility to make the Staff, Student(s) and Faculty aware of the restrictions and security issues related to use of the Software key. Academic User will be held responsible for unauthorized use of the Software key by such Staff, Student(s) and/or Faculty members.
- 3.5 In no event shall Academic User use the Software (i) in any processing operations; (ii) to control a live process; (iii) in any for-profit or commercial activities; or (iv) to develop or maintain its own administrative or IT systems.
- 3.6 If the Software requires a key to install or access it, Academic User is responsible for the use of the keys assigned to it. Academic User may only disclose keys to your Staff, Faculty, and Students. Academic User will use best efforts to make those persons are aware of the restrictions on use of the keys. If Honeywell informs Academic User or Academic User learns that any of its Faculty, Students, or Staff are improperly using keys, Academic User will notify them that may not use the Software or keys any more, and that they must return or destroy all copies of the Software in their possession.
- 3.7 Academic User shall not disclose or otherwise make known to any third party any information pertaining to Software performance, function, use, quality, defects, bugs, or deficiencies of any kind without prior written consent from Honeywell

4. **Effect of Amendment.**

Except as amended herein, all terms and conditions of the HEULA shall remain in full force and effect. To the extent any terms or conditions of the conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail to the extent needed to fulfill the limited purposes of this Amendment.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “MOU”) between the following two entities, collectively referred to as “Parties” and each referred to individually as “Party”:

1. **Honeywell Technology Solutions Lab Private Limited** (hereinafter referred to as “HTSL”) a company incorporated in India and having its registered office at 151/1, Doraisanipalya, Bannerghatta Road, Bangalore 560226, Karnataka, India, which expression shall mean and include its successors in interest and assigns and represented by its Manager, of the first part and
2. **Jawaharlal Nehru Technological University ,Kakinada** and having its office at Kakinada, Kakinada-533003, Andhra Pradesh, India, which expression shall mean and include its successors in interest and assigns and represented by its Representatives, of the second part.

WHEREAS HTSL is engaged in providing technology solutions to its diverse business units in the areas of product development and support and adding significant value in the area of software, hardware engineering and research to its business customers and to drive the internal business process improvements.

WHEREAS University, is one of the National key technical institute recognized for its engineering, research and development excellence, highly trained personnel, research and development facilities.

WHEREAS HTSL and University are interested in entering into a MOU, for taking up initiatives of joint interest.

NOW, THEREFORE, in consideration of the mutual covenants and MOU hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

The following terms, when used in this MOU, shall have the meanings indicated:

- 1.1 “MOU” means this Agreement and shall mean the individual and identified Initiative, from time to time through mutual Agreement and attached as “Statement of Work” and numbered chronologically as Annexure (Schedule I) Each Annexure under Schedule I shall be effective, incorporated into and form a part of this MOU when duly executed by both Parties. If there is a conflict between this MOU and such Annexure under Schedule I, the terms of the Annexure under Schedule I shall govern.
- 1.2 “Initiative” means any collaborative efforts between HTSL and University that is taken up together. Examples of initiatives could include, supporting creation of new lab infrastructure, any sponsored research, support in curriculum development, consultations, trainings. Each initiative as and when decided will be elaborated with statement of work and Annexure as mentioned above.

- 1.3 “HTSL” is a wholly owned subsidiary of Honeywell International Inc. (a Delaware corporation having a place of business at Columbia Road and Park Avenue, Morris Township, Morris County, New Jersey), and includes its parent, predecessors, designees and successors and its divisions, subsidiaries, affiliates and other business units.
- 1.4 “Confidential Information” (“Information”) means any Information disclosed by Parties during the term of this MOU, whether directly or through a third person, concerning its business and technical capabilities, processes or products. This Information may be in the form of documents, electronic media, charts, graphs or other physical form, and also includes oral and visual Information. Confidential Information includes Information gathered by Parties during visits to HTSL offices and University Laboratories as the case may be.
- 1.5 “Invention” includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas and all other forms of intellectual property (including, but not limited to, copyright works and mask works) – whether or not any of the foregoing constitutes trade secret or other Confidential information; and
- 1.6 “Make” or “Made” when used in relation to Invention includes any one or any combination of (i) conception, (ii) reduction to practice or (iii) development of an Invention and is without regard to whether a sole or joint inventor.
- 1.7 “Party” or “Parties” mean HTSL or University or both of them.
- 1.8 “Representative” means a Party’s Directors, Dean, Managers, Faculties, Students, Researchers, Attorneys, Financial advisors, or any employee(s) duly authorized.
- 1.9 “Technologies and Products” shall mean the technologies and products already developed by a specified Party prior to the initiation of the activities under this MOU in either Party.
- 1.10 “Effective Date” shall mean the period as stated in clause 8.1.

2. ACTIVITIES AND OBLIGATIONS OF HTSL

- 2.1 HTSL may, as may be necessary, and as appropriate to the initiative provide equipment to be located at University. Equipment acquisition may be in the form of a) equipment purchased by and shipped to University, at HTSL’s expense, or b) equipment contracted by HTSL for delivery to University, through third party at HTSL’s expense, or c) specific financial contribution to University for the purchase of equipment d) Specifications or guidance to enable the University to procure the equipment. The disposal of such equipment after the completion of the MOU shall be as follows:
- 2.1.1 After the completion or termination of this MOU, the disposal of equipment that are provided or paid for by HTSL will be at the sole discretion of HTSL, except those that are mentioned in 2.1.2 below.
- 2.1.2 Irrespective of any other provisions or conditions, any equipment or other item procured by availing of preferential duties, taxes or other specific facilities offered or available to University, in particular or as an educational institution in general shall remain the permanent property of University. However, University shall provide access

to HTSL personnel to use such equipment for 5 (five) years after the termination of this MOU, with prior permission.

- 2.2 HTSL shall provide any other support to University specific to the Initiative as mentioned in the Annexure.
- 2.3 HTSL shall assign suitable personnel to participate in the activities envisaged under this MOU.

3. ACTIVITIES AND OBLIGATIONS OF UNIVERSITY,

- 3.1 University shall act as the host institution under this MOU, in a professional and agreed upon manner and as per agreed time schedules.
- 3.2 University shall assign suitable Faculty Member/Members/Research Scholars to be associated under this MOU or as per the Initiatives indicated in the appropriate Annexure.
- 3.3 The information (hard copies, help files, screens, and digital media of all kinds) that could accompany HTSL products and are not normally available for public access from HTSL websites would be covered under variety of intellectual property protections schemes like patents, trade secrets, copyright etc. Any publication arising out of the work using Honeywell products that could include extracts from above materials or information or pictures or mention of Honeywell name or the mention of use Honeywell products would need to be reviewed with Honeywell before its publication. Also none of the Honeywell proprietary information can be put on a publicly accessible website. Any sharing in an intranet environment that would allow access to this information beyond the students and faculty needs to be checked with Honeywell.
- 3.4 Any intellectual property protection requirements other than the inclusions above will be covered through additional Annexure specific to the Initiative.
- 3.5 University agrees that they will indemnify HTSL against all losses arising directly out of willful negligence or breach of this MOU on the part of University, its officials, students, Faculty Members, Research Scholars and Assistants, and shall take every possible care to ensure that the innovations or intellectual property developed under this MOU do not infringe upon the properties of third parties other than the Parties of this MOU.
- 3.6 University agrees that they will indemnify HTSL against all losses arising from improper handling or use of any products supplied by Honeywell that is against the recommended practice.
- 3.7 University shall not:
 - 3.7.1 allow access or usage of Honeywell supplied products to non-university personnel.
 - 3.7.2 allow the usage of these products to produce results for commercial reasons.
 - 3.7.3 allow access to the products, information about products or results arising out of the products to Honeywell Competitors or someone acting on their behalf either directly or indirectly.

- 3.8 The rights of the Parties with respect to the intellectual property under this MOU shall be indicated in the additional documents for each initiative.

6. CONFIDENTIALITY

- 6.1 In order for the Parties to realize the full potential of the spirit of this MOU, it may be necessary for Parties to disclose to each other's information, which is Confidential and Proprietary. Parties agree that Confidential Information will be used by the receiving Party only for its intended purpose and the receiving Party will:
- 6.1.1 Hold any and all Confidential Information received pursuant to this MOU in confidence and not disclose such information to third parties without the written consent of the Party providing the Confidential Information,
 - 6.1.2 Shall protect Confidential Information disclosed to it using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of such Information as Parties use to protect its own proprietary Information of a like nature.
 - 6.1.3 Limit the disclosure of Confidential Information to those scientists, employees, officers, Faculty Members, Research Scholars and Assistants who need such access for purposes of this cooperative effort and also have an appropriate written Confidentiality Agreement with every such employee, student, Research Scholar sufficient to enable it to comply with all obligations hereunder and
 - 6.1.4 Not duplicate unnecessarily or use Confidential Information in any manner other than for the benefit envisaged under this MOU, except where mutually decided otherwise or as required by law.
- 6.2 Exceptions: Parties shall not be subject to the restrictive obligations herein as to the use or disclosure of any information which can be shown by documentary evidence:
- 6.2.1 To have been in the possession of the receiving Party prior to disclosure thereof by the other Party,
 - 6.2.2 To be or to have become, through no lapse on the part of the receiving Party, part of public knowledge or literature,
 - 6.2.3 To have lawfully become available, without limitation as to its disclosure, from an outside source, or
 - 6.2.4 To have been developed by personnel of the receiving Party independently of any Confidential Information received from the other Party.
- 6.3 The obligations of Confidentiality set forth above shall terminate three (3) years from the date of expiration or termination of this MOU for which the Confidential Information was provided.

- 6.4 Warranty: Parties warrant that they believe they have the right to disclose any Information, under this MOU, free of all claims of third parties. Each Party agrees that such disclosure will not breach or conflict with the Confidentiality provisions of any other Agreement(s) it has with third parties.
- 6.5 Disclaimer of Warranty: The Information disclosed is in “as is” condition and no representation or warranty is made with respect to its accuracy, usefulness, or reliability provided that no intentional misrepresentation is being made through this disclosure.
- 6.6 Return of Information: All documents or other materials delivered hereunder is Proprietary Information and any copies thereof are and remain the property of Parties and shall be promptly returned or destroyed, with certification of destruction, at other Party’s option, upon expiration of this MOU or upon Parties’ written request. However, the legal department of Parties may keep one set of copies for the purpose of record only.

7. MANAGEMENT AND ADMINISTRATION

A Team, with representation from HTSL and University, shall be constituted for policy decisions, administrative oversight and overall direction. The Manager of HTSL or his nominee shall be the Chairperson of the Team. The Team shall be responsible for overseeing all the activities, tracking, coordination, and implementation under this MOU.

8.0 TERM & TERMINATION

- 8.1 The Term of this MOU shall be effective from date signed by both the Parties and remain valid for a period of four (4) years unless extended further by mutual written Agreement or Letter of Intent. This MOU could be terminated earlier pursuant to Clause 8.3 in which case the Term of the MOU shall be such extended or truncated period.
- 8.2 Except as expressly provided otherwise, this MOU shall terminate on the expiry of the Term of this MOU.
- 8.3 This MOU may be terminated by either Parties by giving 60 days prior written notice of its intention to terminate, provided however that termination by either of the Parties shall not relieve that Party of its obligations, accrued prior to such termination under this MOU or otherwise.
- 8.4 The Term of this MOU may be extended, for such further period(s) and under such condition(s) as may be jointly agreed between the Parties.

9. SETTLEMENT OF DISPUTES

Parties mutually agree that the Parties shall attempt through mutual discussions to resolve any disputes, which may arise between them with regard to the activities envisaged under this MOU. In case the disputes cannot be resolved through such discussions and negotiations within 90 days, the Parties shall submit these disputes to arbitration by a group consisting of the Representatives of University and HTSL in the said context at the relevant point of time. Failing resolution of the dispute by such a group, Indian Arbitration and Conciliation Act, 1996, as in force at the commencement of the arbitration shall guide the arbitration. Such arbitration will be held in India having exclusive Jurisdiction in Bangalore Courts. The award of such arbitration shall be final and binding both the Parties. Arbitration shall not overrule the right of any of the Parties

to termination as per clause 8.3 nor relieve the Parties of their respective Activities and Obligations as enumerated in clause 2 through 6.

10. NON DISCLOSURE OF MOU

Parties shall not publicly announce or disclose the existence of MOU, terms or conditions, or advertise or release any publicity regarding this MOU without the prior written consent of the other party. This provision shall survive the expiration of this MOU.

11. REMEDIES

The Parties acknowledge and agree that unauthorized use or disclosure of Confidential Information or this MOU may result in irreparable harm to the Discloser and agree that in the event of such use or disclosure, the Discloser may be entitled to injunctive relief as may be available at law or in equity.

12. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as, but not limited to, acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, provided that on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond two months, the Parties shall then mutually decide about the future course of action.

13. ENTIRE MOU

This MOU contains the entire understanding between the Parties relative to the receipt; use and protection of proprietary Information received under this MOU and supersedes all prior and collateral communication, reports, and understandings between the Parties with respect thereto.

14. APPLICABLE LAWS

This MOU shall be construed, interpreted and governed by the Commercial Laws of Republic of India.

15. ASSIGNABILITY

The rights and licenses granted under this MOU to University may not be assigned, transferred or subcontracted, without HTSL's prior written consent, and any attempt to do so shall be void. HTSL may assign this Agreement and/or any of its rights or obligations to any Honeywell Entity, without your consent and upon written notice to University.

16. ADDRESSES OF THE PARTIES AND COMMUNICATION

All notices and other communications required or permitted under MOU shall be deemed to be properly given when given in writing and sent by Express Mail or hand-delivered or transmitted by facsimile and confirmed by mail, postage prepaid, to the

designated Party at the addresses set below, or at such other address as the receiving Party may in writing designate from time to time for these purpose.

To: University:

Prof. Allam Apparao
Vice Chancellor, JNTU
Kakinada, Kakinada-533003,
Andhra Pradesh,
India,

To: HTSL

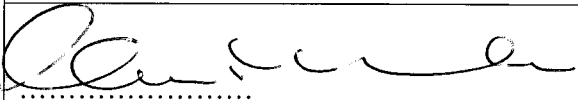
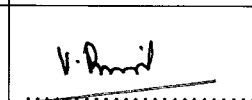
Nandakumar,
Chief Financial Officer
Honeywell Technology Solutions Lab Pvt. Ltd.
151/1, Doraisanipalya,
Bannerghatta Road,
Bangalore- 560226, India.

CC: Suprio Dasgupta,
General Counsel
Honeywell Technology Solutions Lab Pvt. Ltd.
151/1, Doraisanipalya,
Bannerghatta Road,
Bangalore- 560226, India.

17. CHANGES

No change can be made to this MOU without writing signed by both Parties. Additions, deletions and/or alterations to this MOU may be effected with the written MOU of all the Parties to this MOU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MOU, and be deemed to be part of this MOU.

IN WITNESS WHEREOF, the parties signed by all the Parties to this MOU at HTSL, Bangalore and have caused this MOU to be executed in multiple original copies by their respective duly authorized representatives.

Honeywell Technology Solutions Lab Pvt. Ltd.	Jawaharlal Nehru Technological University, Kakinada
 Dr. Krishna Mikkilineni President and Managing Director, Honeywell Technology Solutions Lab Private Limited, 151/1, Doraisanipalya, Bannerghatta Road, Bangalore 560 226, Karnataka, India. Date: _____	 Prof. V. Ravindra Registrar Jawaharlal Nehru Technological University, Kakinada Kakinada -533003 Andhra Pradesh , India Date: _____

SCHEDULE I

ANNEXURE I

STATEMENT OF WORK

I. DESCRIPTION OF THE INITIATIVE

HTSL shall sponsor an “Industrial Process Automation, Simulation & Optimization Lab “for the Btech & MTech students (consisting primarily of wide variety of Software’s, Computing Hardware and some basic Automation Hardware)

II. OBLIGATIONS OF HONEYWELL

- 1) Sponsor and provide the core lab infrastructure (all Software and Server Hardware that will host the software) for the Initiative
- 2) Provide need based support in designing the Syllabus and Curriculum (theory and practical).
- 3) Training the faculty to familiarize with the software and systems and to help in leveraging the lab infrastructure in the context of delivering the courses to the students.
- 4) Participate in Board of Studies as required.

OBLIGATIONS OF UNIVERSITY

- 1) HTSL shall be given first option to select the MTECH students.
- 2) Meet the licensing obligations of the software and hardware provided
- 3) Any ongoing support required for the Hardware and Software shall be borne by the University
- 4) Design of Curriculum
- 5) Design of the Lab and to provide proper environment for using the hardware and software.

III. LOCATION

Jawaharlal Nehru Technological University, Kakinada
Kakinada-533003,
Andhra Pradesh,
India

IV. NOMINATED PERSONNEL

Honeywell:

Name: B.V. Krishna Reddy

Designation: Leader - Operations

Contact Details:

Plot no 11, Survey no 115, Road No 2

IT Park, Nanakramguda, Gachibowli, Serilingampally Mandal

Hyderabad – 500019

JNTU-Kakinada:

Honeywell Technology Solutions Lab Pvt Ltd and JNTU-Kakinada

Name: Dr. K Padma Raju
Designation: Director Industry Institute Interaction, Placements and Training
JNTU-Kakinada
Kakinada : 533003

V. ESCALATION CHART

Honeywell:

N. Srinivasa Raghavan
Site Leader
Honeywell Technology Solutions Lab
Plot no 11, Survey no 115, Road No 2
IT Park, Nanakramguda, Gachibowli, Serilingampally Mandal
Hyderabad – 500019

JNTU-Kakinada:

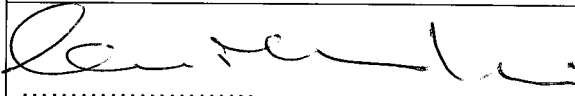
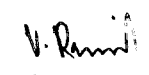
Name: Prof. Allam Apparao
Designation: Vice Chancellor
JNTU-Kakinada
Kakinada : 533003

VI. ADDITIONAL TERMS AND CONDITIONS:

- 1) This Agreement may only be changed or added to by a written variation referencing this section, agreed and signed by an authorised representative of both Parties.
- 2) This Agreement, together with the Exhibits, and attachments hereto, contains the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral between the Parties respecting the subject matter hereof.

VII. WAIVER:

Not Applicable

Honeywell Technology Solutions Lab Pvt. Ltd.	Jawaharlal Nehru Technological University, Kakinada
 Dr. Krishna Mikkilineni President and Managing Director, Honeywell Technology Solutions Lab Private Limited, 151/1, Doraisanipalya, Bannerghatta Road, Bangalore 560 226, Karnataka, India.	 Prof. V. Ravindra Registrar Jawaharlal Nehru Technological University, Kakinada Kakinada -533003 Andhra Pradesh , India
Date: _____	Date: _____