

1. DEFINITIONS

- 1.1. **"Agreement"** means the written agreement, including these Sales Terms & Conditions and any Addendum to them, made between Buyer and Honeywell for the Deliverables.
 - 1.2. **"Buyer"** means the entity issuing the Order.
 - 1.3. **"Deliverables"** means equipment and parts (collectively **"Products"**), Software and services (**"Services"**), each supplied under the Order.
 - 1.4. **"Honeywell"** means Honeywell Automation India Limited and its affiliates, subsidiaries, shareholders, officers, directors, and employees.
 - 1.5. **"Intellectual Property"** means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
 - 1.6. **"Order"** means a Buyer purchase order accepted by Honeywell.
 - 1.7. **"Party"** means Honeywell or Buyer and **"Parties"** means both.
 - 1.8. **"Software"** means software and firmware provided by Honeywell, and any associated documentation, including any updates, upgrades, error corrections, changes or revisions.
 - 1.9. **"Force Majeure Event"** means an event beyond the reasonable control of the affected party including but not limited to acts of government or government agencies, fire, flood, storms, hurricanes, severe weather conditions, acts of terrorism, war, shortages or materials or components, labour strikes or the availability of the internet
- 2. DELIVERY AND ACCEPTANCE**
- Delivery terms are EX-Works (INCOTERMS 2020) unless otherwise stated in Honeywell's proposal or acceptance. Title to Products will pass to Buyer when Honeywell places Product at the disposal of Buyer at Honeywell's facility. Buyer grants Honeywell a security interest in the Products until paid in full. Deliverables will be deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days of delivery. Honeywell will, at its option, repair, replace, or re-perform rejected Deliverables.

3. PAYMENT

Unless Buyer has been approved for credit terms by Honeywell, payment for all orders will be made at the time of order placement. In the event Buyer, has been approved for credit terms, payment for that order will be due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. Honeywell will determine in its sole discretion if Buyer qualifies for credit terms. If credit terms are granted, Honeywell may change Buyer's credit terms at any time in its sole discretion and may, without notice to Buyer, modify or withdraw credit terms for any order, including open orders.

Partial shipments will be invoiced as they are shipped. Honeywell is not required to provide a hard copy of the invoice. Payments must be made in Indian currency unless agreed otherwise in writing and must be accompanied by remittance detail containing at a minimum the Buyer's order number, Honeywell's invoice number and amount paid per invoice; Buyer agrees to pay a service fee in the amount INR equivalent of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above.

Payments must be in accordance with the "Remit To" field on each invoice. If Buyer makes any unapplied payment and fails to reply to Honeywell's request for instruction on allocation within seven (7) calendar days, Honeywell may set off such unapplied cash amount against any Buyer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine what invoice the payment(s) shall be applied to.

Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Honeywell reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later.

Unless agreed otherwise in writing, Honeywell accepts Visa, MasterCard, and American Express provided, however, that the Buyer's credit card must be charged on the same day that Honeywell invoices the Buyer.

In no event, may a Buyer on terms satisfy an invoice through a payment by credit card, unless the credit card has been charged on or before the date of the invoice. If Buyer is delinquent in payment to Honeywell, Honeywell may at its option: (a) withhold performance until all delinquent amounts and late charges, if any, are paid; (b) repossess Products or software for which payment has not been made; (c) assess late charges on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month; (d) recover all costs of collection, including but not limited to reasonable attorneys' fees; and (e) combine any of the above rights and remedies as may be permitted by applicable law. These remedies are in addition to those available at law or in equity. Buyer may not set off any invoiced amounts against sums that are due from Honeywell.

4. TAXES AND DUTIES

4.1. Unless stated otherwise in writing, prices mentioned in our offer are exclusive of Taxes and duties. at the time of billing for merit duty cases. In case of Jebel Ali, High Seas, or any specific exemption order duties and taxes will be extra as applicable at the time clearance of the material & to be cleared & paid directly by Buyer.

4.2. STATUTORY VARIATION –

Any Statutory Variation during the tenor of contract execution and billing shall be borne by Buyer and to be paid extra as applicable towards introduction of new or change in rates of Taxes & duties, Local Levies, cess, fees removal of exemptions, etc. for import, export, local supplies & services.

4.3. Validity of Quotation shall be 3 (three) months from the date of submission of quote. Also validity of price given in PO / WO shall not be more than 6 months or till union Budget date from the date of PO/WO unless specifically mentioned otherwise.

4.4. APPLICABILITY AND MODALITY OF GST.

a. Eligibility criteria for work contract

Key principles to determine whether a contract is in relation to immovable property.

- 1. Is there any attachment of the goods to the land/structure/building? And
- 2. Any of the following 3 conditions will be applicable.
 - i. Would the supply enable permanent beneficial enjoyment of the structure to which the goods are attached?
 - ii. Whether the goods are attached to immovable property not merely for the operational efficiency but for improvement of immovable property
 - iii. Whether the removal of the goods entail substantial damage to the immovable property to which the said goods are attached?

Out of the above-mentioned conditions, in case the first condition and any of the remaining conditions are fulfilled, the contract can be said to be in relation to immovable property.

3. Charging of GST will be based on milestone achieved. However, changes can be incorporated based on explanations given by government or consultants.

b. Eligibility criteria for Composite:

Key principles to determine whether a contract is in relation to immovable / moveable property.

- 1. Contract is for building already existing building / premises.
- 2. Principle supply / service should be identifiable for scope.
- 3. Contract is with SITC scope.
- 4. Payment terms are linked to milestone achievement or supply.
- 5. Rate of GST is determined basis HSN / SAC code of principle supply. It will be applicable for entire package value.
- 6. Charging of GST will be based on material movement or services rendered or at the time of billing and it will be on the 100% value of the item.

c. Eligibility criteria for itemized type of orders

- 1. Contract is only for Supply & OR for service scope.
- 2. Principle element cannot be identifiable from order. (Spare order)
- 3. Scope should not be SITC.
- 4. Payment terms should not be linked to milestone achievement.
- 5. Rate of GST is determined basis HSN / SAC code of individual item.
- 6. Charging of GST will be based on material movement or services rendered or at the time of billing and it will be on the 100% value of the item.

4.5. SUBMISSION OF STATUTORY DOCUMENTS

a. In Case of High Seas Sales following documents should be given back to HAIL within 15day of signing it, or otherwise applicable taxes and duties shall be paid by Buyer.

- 1. Signed Agreement Copy
- 2. Bill of Entry copy
- 3. Delivery Order copy.

b. In case of exempt Taxes and / or Duty cases required valid documents should be provided along-with the order otherwise actual applicable taxes and duties shall be charged extra.

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5. FORCE MAJEURE AND DELAY

Except payment obligations, neither Party will be liable for any failure to meet its obligations affected by a force majeure event, and if performance is so delayed longer than 90 days, either Party can terminate the Order with notice. If Buyer causes delay, Honeywell is entitled to adjust price, schedule and other affected terms.

Notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

6. WARRANTIES

6.1. Honeywell warrants: Honeywell Products will comply with applicable Honeywell specifications and will be free from material defects in workmanship and material for 12 months from date of delivery, and Services will materially comply with the defined requirements for 30 days from the date services are performed. Third party published warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer.

6.2. Honeywell is not liable under this warranty for defects attributable to:

- (a) any non-compliance with Honeywell's instructions,
- (b) any unauthorized alterations or repairs,
- (c) any accident, contamination, abuse, or negligence, or
- (d) damage caused by failure of any item or service not supplied by Honeywell.

6.3. **WARRANTIES IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN SECTION 6.1 ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.**

7. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL OR BUYER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE ORDER WILL IN NO CASE EXCEED THE INITIAL ORDER PRICE OR US \$1,000,000 WHICHEVER IS LOWER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

8. PATENT AND COPYRIGHT INDEMNITY

8.1. Honeywell will defend any suit against Buyer claiming that a Deliverable infringes a valid United States patent or copyright existing as of the effective date of the Agreement and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided that Buyer (a) gives Honeywell prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Honeywell expense) for disposition of the claim, and (c) makes no prejudicial admission with respect to the claim.

8.2. Honeywell has no liability for:

- (a) Deliverables supplied pursuant to Buyer designs, drawings or specifications,
- (b) Deliverables used other than for the purpose for which they were delivered,
- (c) claims resulting from combining any Deliverable with any product or software not supplied by Honeywell,
- (d) any modification of a Deliverable by other than Honeywell,
- (e) any compromise or settlement made without written Honeywell consent; or
- (f) costs or attorney fees incurred by Buyer.

8.3. If infringement claim is made or is likely, Honeywell may at its option and expense:

- (a) procure the right for Buyer to continue using the Deliverable,
- (b) modify the Deliverable to be non-infringing, or
- (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer the purchase price paid for the Deliverable, less reasonable depreciation for use, damage and obsolescence.

8.4. Failure of Buyer to accept any of the above remedies in lieu of the infringing Deliverable will relieve Honeywell of any liability for infringement. Failure to ship infringing Deliverables will not breach the Agreement.

8.5. **THIS SECTION STATES HONEYWELL'S ENTIRE LIABILITY AND BUYER'S SOLE RECOURSE AND EXCLUSIVE REMEDIES WITH RESPECT TO INFRINGEMENT. ALL**

WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, WHETHER STATUTORY, EXPRESS OR IMPLIED, ARE DISCLAIMED.

9. CHANGE ORDERS

Buyer may make changes within the scope of the Order subject to acceptance by Honeywell. Honeywell will inform Buyer if the change will cause an increase or decrease in the price or adjustment to the schedule. The change will be effective and Honeywell may begin performance upon signature of change order by Parties authorized representatives.

10. DEFAULT AND TERMINATION

Either Party may terminate or suspend an Order if there is a material breach of the Agreement or the Order if the breaching Party fails to begin a cure within 30 calendar days after receipt of written notice from the non-breaching Party specifying the grounds. If Buyer requests cancellation of an Order, Honeywell may enforce any available remedies against Buyer, including seeking recovery of expenses incurred by Honeywell due to producing Deliverables including expenses and costs associated with demobilization, remobilization, contract breakage, restocking, product obsolescence and stranded costs. Honeywell may cancel any applicable pricing discounts if Buyer fails to pay timely an undisputed invoice. Honeywell will notify Buyer and parties will engage in a mandatory executive escalation meeting with authorized decision makers within 10 days from Honeywell's non-payment notice.

11. INVENTIONS AND INTELLECTUAL PROPERTY

11.1. No right, title or interest in Honeywell Intellectual Property will be transferred to Buyer under this Agreement, including Intellectual Property which existed prior to or is created independent of the performance of the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("**Inventions**"), conceived or developed by Honeywell in connection with the Agreement are the sole property of Honeywell and Buyer has no right or license to the Intellectual Property or Inventions except as granted in the Agreement.

11.2. Honeywell and its suppliers retain all right, title and interest to all Software provided by Honeywell, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer agrees to hold all Software supplied by Honeywell in strict confidence and will employ best efforts to not disclose the Software to others. All Software delivered by Honeywell is subject to a software license ("**License**"). If Buyer does not agree to a separate software license with Honeywell, Buyer does not have a license or right to any Software.

12. DATA RIGHTS

Notwithstanding any other provision of this 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 this 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 12. To the extent required by Honeywell, Buyer 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 this Agreement. This Section 12 shall not, except as expressly stated herein, limit Buyer's underlying data ownership or intellectual property rights and this section shall survive expiration or termination of this Agreement.

13. MISCELLANEOUS

13.1. Each Party is responsible for compliance with all import export, and re-export control laws and regulations and will mutually cooperate where information is needed.

13.2. Honeywell may suspend services at Buyers expense if Honeywell determines that performance of services may compromise safety.

13.3. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.

13.4. The failure of either Party to enforce at any time any provision of this Agreement may not be construed to be a continuing waiver of those provisions. This Agreement and all matters related to this Agreement will be governed by the laws of India without regard to conflicts of law principles. The parties agree that application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either, are specifically excluded. Any dispute (except for disputes relating to Intellectual Property Rights) arising out of or relating to this Agreement shall be settled in accordance with the provision of this section.

Notice- Each party shall notify the other in writing when it considers a dispute or difference has arisen and which it wishes to refer to the other Party for amicable settlement. Such notice shall contain sufficient information as to the dispute or difference to enable the other Party to be fully informed as to the nature of the dispute, the estimated amount of any monetary claim and the length of any extension of time claimed, if applicable.

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Amicable Settlement- Where notice of dispute or difference has been given under clause Notice, the Parties shall attempt to settle such dispute amicably before commencement of arbitration provided that, unless the Parties agree otherwise, such dispute may be referred to Arbitration, subject to and in accordance with clause below on or after the thirtieth day after the day on which notice of dispute or difference was given and attempt for amicable settlement has been made.

Arbitration- Any dispute arising out of or relating to this agreement will be finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and its subsequent amendments thereof. The place of arbitration will be Pune. The language of the arbitration will be English. Any award will be payable in Indian Rupees. If the value of the dispute is less than Rupees one Crores, then arbitration will be conducted by a mutually appointed single arbitrator. If the Parties are unable to agree on the appointment of a single arbitrator within 30 days of dispute, then a single arbitrator will be appointed by the Chief Justice of Bombay High Court. If the value of the dispute is Rupees one Crores or more, then arbitration will be conducted by a panel of three arbitrators. Each Party will appoint one arbitrator and the said arbitrators will appoint a third arbitrator to act as Presiding Arbitrator. Parties will bear their own costs of arbitration. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction at Pune for preliminary injunctive relief without breach of this arbitration provision.

- 13.5. The Agreement and the Order contain the entire agreement between the Parties and any pre-printed terms on the Order are excluded. Any terms on facility entry documents or other similar documents signed by Honeywell after the Order date are not applicable. If there is any conflict in terms, the order of precedence is the License, any Addendum, the acceptance, the Agreement, and then the Order.
- 13.6. Neither the Agreement nor the Order may be varied except by a written change signed by authorized representatives of both Parties. Provisions of these Terms and the Order that by their nature should continue in force beyond the completion or termination of the Order will remain in force.
- 13.7. Buyer agrees that Honeywell may enhance system operations or perform some or all of the Work remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Buyer's applicable systems (the "Systems") to enable such connection, enhancement and/or remote Work performance. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell's request. Buyer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Buyer will enable and consents to Internet connectivity, with appropriate protection(s), between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain and use for the purpose of performing the Work all data obtained in connection with the Agreement. Buyer represents and warrants that Buyer is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing, to the extent such consent is required.
- 13.8. Notwithstanding any other provision of the Agreement, (a) in no event will Honeywell be responsible or liable for protection against, or mitigation of consequences associated with, a cybersecurity incident or other similar cyber-related events and/or attacks that may affect Buyer's sites or systems, (b) Buyer is solely responsible for ensuring that its sites and systems are protected against such a cybersecurity incident or other similar cyber-related events and/or attacks including, but not limited to, ensuring that all software is kept up to date, that all cybersecurity products used are compatible with one another and that any patches are correctly and appropriately installed, and (c) all remedial, reinstallation or update works provided by Honeywell, if any, as a result of or related to a cybersecurity incident or other similar cyber-related events and/or attacks will be performed subject to additional fees for such work, plus applicable taxes, to be paid by Buyer to Honeywell (in addition to fees otherwise due under the Agreement).
- 13.9. Buyer represents, warrants, agrees that:
Buyer is not a "Sanctioned Person," meaning any person or entity: (i) named on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") list of "Specially Designated Nationals and Blocked Persons," "Sectoral Sanctions Identifications List" or other economic sanctions lists issued pursuant to a United States governmental authority, the European Union Common Foreign & Security Policy or other governmental authority; (ii) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction that is the subject of sanctions administered by OFAC or the U.S. Department of State (each a "Sanctioned Jurisdiction" and including, at the time of writing, Cuba, Iran, North Korea, Syria, and the Crimea region); or (iii)

owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more Sanctioned Persons.

Buyer is in compliance with and will continue to comply with all economic sanctions laws administered by OFAC, the U.S. Department of State, the European Union, or the United Kingdom ("Sanctions Laws"). Buyer will not involve any Sanctioned Persons or group of Sanctioned Persons in any capacity, directly or indirectly, in any part of this transaction and performance under this transaction. Buyer will not take any action that would cause Honeywell to be in violation of Sanctions Laws.

Buyer will not sell, export, re-export, divert, or otherwise transfer, any Honeywell products, technology, or software: (i) to any Sanctioned Persons; or (ii) for purposes prohibited by any sanctions program enacted by the U.S. Government.

Buyer's failure to comply with this provision will be deemed a material breach of the Agreement, and Buyer will notify Honeywell immediately if it violates, or reasonably believes that it will violate, any terms of this provision. Buyer agrees that Honeywell may take any and all actions required to ensure full compliance with all sanctions laws without Honeywell incurring any liability.

- 13.10 Honeywell may, from time to time and in its sole discretion, issue surcharges on this Agreement in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges").

Honeywell will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

- 13.11 Honeywell is subject to national and international laws prohibiting bribery and corruption. Because Honeywell is a US company, Employees, Companies, Honeywell-controlled Joint Ventures and Joint Bidding Arrangements, as well as any third party acting on Honeywell's behalf must comply with the US Foreign Corrupt Practices Act ("FCPA") and similar anticorruption laws applicable in the countries where Honeywell operates.

"Buyer" certifies that has read, understands, and agrees to abide by the provisions of, the Honeywell Code of Business Conduct which is available at: <https://www.honeywell.com/who-we-are/integrity-and-compliance> and Honeywell Anticorruption Policy <https://www.honeywell.com/content/dam/honeywellbt/en/documents/downloads/Anticorruption%20Policy%202066%20pdf.pdf>

The "Buyer" agrees that in connection with its activities under this Agreement, neither the "Company" nor any agent, affiliate, employee, or other person act in its behalf will offer, promise, give or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, to any government official or political party in order to obtain or retain business, gain any unfair advantage or influence any government official decision.

If Honeywell has reason to believe that the provisions of this agreement may have been violated, Honeywell and its authorized representatives will have the right to audit, examine and make copies of all records that relate to this Agreement including, but not limited to, financial, legal, tax, accounting, operational, labor, and regulatory information.

The "Buyer" will retain and preserve all records and materials including invoice records, pertaining to the Goods provided under with this Purchase Order for a period of 3 (three) years after the termination of this Agreement or for the period prescribed by applicable law, whichever period is longer. In the event that Honeywell determines, in its sole discretion, that the "Buyer" has engaged in conduct that violates the Honeywell Anticorruption Policy or its applicable anti-corruption laws and regulations, Honeywell immediately shall have the right to terminate the agreement.

"Buyer" learns of any violations of the above anticorruption provisions in connection with the performance of this agreement, it will immediately advise

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Honeywell's (a) Chief Compliance Officer (b) any member of the Integrity and Compliance Department (c) Honeywell Access Integrity Helpline (AccessIntegrityHelpline@honeywell.com) and/or the (d) Business Sponsor or Strategic Business Group President. "Buyer" agrees to cooperate fully with any Honeywell investigation, audit or request for information.

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HONEYWELL'S STANDARD TERMS AND CONDITIONS FOR SALE

Sales Terms and Conditions – Addendum Confidential Information

1. **“Confidential Information”** is information that: (a) is marked as “Confidential” or “Proprietary” at the time of disclosure; or (b) is disclosed orally or visually, is identified by the Party disclosing the information (“**Discloser**”) as confidential at the time of disclosure, and is designated as confidential in a writing sent to the receiving Party (“**Recipient**”) within 30 days after disclosure that summarizes the Confidential Information sufficiently for identification.
2. **USE OF CONFIDENTIAL INFORMATION.** Recipient will: (a) use the Confidential Information only for the performance of the Contract (“**Purpose**”); (b) disclose Confidential Information only to its employees required to have Confidential Information for the Purpose and who are legally bound in writing to Recipient to protect the Confidential Information in accordance with terms and conditions no less stringent than those imposed under this Contract; and (c) protect Confidential Information using the same degree of care, but no less than reasonable care, as Recipient uses to protect its own confidential information of a like nature. Recipient will reproduce the restrictive legends of the original on copies it makes. Recipient may disclose Confidential Information to a third party only if authorized in writing and under conditions required by Discloser. Recipient is responsible to Discloser for any violation of the confidentiality obligations by its employees or an authorized third party. Within 30 days of Discloser’s written request, Recipient will return or destroy all Confidential Information, including all copies thereof, and will certify to such return or destruction in writing to Discloser. Unless otherwise specified, each Party’s obligations with respect to the Confidential Information of the other Party will continue for five years after the date of receipt.
3. **EXCLUSIONS.** Confidential Information will not include any information that: (a) was in Recipient’s possession and not subject to an obligation of confidentiality before receipt from Discloser; (b) is or becomes legally available in the public domain through no fault of Recipient; (c) was rightfully received by Recipient from a third party who had no obligation of confidentiality, either directly or indirectly, to Discloser; or (d) was independently developed by Recipient without use of or reference to Discloser’s Confidential Information. If Recipient is required to disclose Confidential Information pursuant to applicable law, statute, regulation, or court order, Recipient will (a) give to Discloser prompt written notice of the request and a reasonable opportunity to object to the disclosure and seek a protective order or appropriate remedy; and (b) disclose Confidential Information only to the extent required.
4. **REMEDIES.** The parties agree that breach of the confidentiality obligations by the Recipient will cause irreparable damage for which money damages will not be fully adequate, and Discloser is entitled to seek injunctive relief, in addition to any other legal remedies.

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Sales Terms and Conditions – Addendum Software License

1. **DEFINITIONS**

- 1.1 “**Buyer**” means the entity issuing the Order..
- 1.2 “**Honeywell**” means Honeywell Automation India Limited and its affiliates, subsidiaries, officers, directors, and employees.
- 1.3 “**Intellectual Property**” means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 1.4 “**Order**” means a Buyer purchase order accepted by Honeywell.
- 1.5 “**Software**” means software and firmware provided by Honeywell, and any associated documentation, including any updates, upgrades, error corrections, changes or revisions.
- 1.6 “**Licensed Use**” means use by Buyer at the Buyer site on the authorized processor by the number of users for Buyer’s internal purposes, and subject to other restrictions, each as stated in the Contract.

2. **LICENSE AND RESTRICTIONS**

- 2.1 Subject to Buyer compliance with this License and payment of applicable fees, Honeywell grants Buyer a restricted, personal, limited, nontransferable, nonexclusive license, without right of sublicense, to use the Software solely for the Licensed Use. Buyer may make a single archival copy, which must include all proprietary notices and serial numbers. Except as expressly granted in this License, no license or right, whether expressly, implicitly, by estoppel, or conduct of the Parties, is granted.
- 2.2 Honeywell and its suppliers retain all right, title and interest in and to the Software, and all Intellectual Property rights therein, including copies, and all modifications and enhancements thereto. No right, title, or interest in or to the Software, or to any copies thereof, is transferred hereunder to Buyer.
- 2.3 Except as stated in this License, Buyer may not without Honeywell prior written consent:
 - (a) permit any third parties or non-licensed entities, including contractors, to use the Software;
 - (b) copy, modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer in any manner the Software or any license rights;
 - (c) use the Software for other than the Licensed Use;
 - (d) create derivative or merged works of the Software;
 - (e) electronically transfer Software from one computer to another over a network other than Buyer internal network;
 - (f) use or allow use of Software for processing data of any person or entity other than Buyer;
 - (g) perform, publish or release any benchmarks or other comparisons regarding Software;
 - (h) alter or remove any proprietary rights notices or legends on or in Software;
 - (i) use the Software in hazardous environments requiring fail-safe performance where the failure of Software could lead directly or indirectly to death, personal injury, or severe property or environmental damage; or
 - (j) give any competitor of Honeywell direct or indirect access to the Software. Software fees do not include support, installation or training.
- 2.4 Software for which the Buyer is not licensed may be included on storage media for administrative convenience. Buyer has no right or license to any unlicensed software. Buyer must not access or permit any third party access the unlicensed software.
- 2.5 Buyer must not:
 - (a) disclose keys required to use the Software to any third party,
 - (b) circumvent any license management, security devices, access logs, or other Software protection measures, or
 - (c) modify, tamper with, reverse engineer, reverse compile or disassemble keys. Upon use of a new Software key, Buyer must not use the old key.
- 2.6 Buyer may not directly or indirectly deconstruct, decompile, disassemble, decode, translate, reproduce, redesign, reverse assemble or reverse engineer or otherwise attempt to derive the source code of Software, or permit any third party to do the foregoing. If local law prohibits enforcement of the restrictions in the preceding sentence, then those restrictions are deemed replaced by the following: Buyer must not, nor authorize third parties to, translate, reverse engineer, decompile, disassemble or otherwise decode or alter; or create derivative works based on Software, without Honeywell written consent, except to the extent expressly permitted by mandatory provisions of applicable law (including national laws implementing European Union Directive 91/250/EEC on the legal protection of computer programs) in order to gain certain information for limited purposes specified in these laws. Buyer may not exercise its rights under these laws, unless Buyer has first requested and Honeywell has refused to provide the required information in writing within 30 days.
- 2.7 Buyer must take all actions necessary to prevent unauthorized access, disclosure, distribution, possession, alteration, reproduction, transfer or use of Software, and must train users to ensure compliance with this License. Buyer is

responsible for all damages arising from use or disclosure of Software that is not authorized by Honeywell or any violation of this License. The liability of Buyer under this License is not subject to the Limitation of Liability in the Contract.

- 2.8 The Software may contain or be derived from materials, including software, of third party licensors. Buyer must only use third-party materials with the Software and according to the Licensed Use, and may not use third-party materials on a stand-alone basis or integrate with any other software. Such third party materials may be subject to terms and restrictions in addition to those listed in this Contract, which terms and restrictions, if any, are included with such third party materials. Buyer agrees that any third party supplier will be a third party beneficiary of this Contract and shall have the right to enforce this Contract with respect to such third party’s materials.

3. **TERMINATION OF LICENSE AND SURVIVAL**

The Software license granted is effective on the date Honeywell first ships Software, and continues for the duration specified in the Contract or until terminated as stated in this license. Honeywell may terminate the License if Buyer defaults under the License or the Contract and does not remedy the default within 10 days after receiving written notice from Honeywell, or if Buyer is in bankruptcy, insolvency, dissolution, or receivership proceedings. Upon termination of the License:

- (a) Honeywell may repossess Software and all copies,
- (b) Buyer must immediately stop use of Software and return, destroy or delete, as directed by Honeywell, all copies of Software from its system; and supply written certification of that destruction, deletion or return, and
- (c) the license to the Software terminates.

These remedies are cumulative and in addition to any other remedies available to Honeywell and termination does not affect any cause of action accruing to Honeywell before termination.

4. **BUYER OBLIGATIONS**

- 4.1. Buyer must maintain complete, current and accurate records documenting the location, access and use of Software. Honeywell or its designee may:
 - (a) require Buyer to send written certification of compliance with the terms and conditions of this License within 30 days of Honeywell request; and
 - (b) upon reasonable notice, audit the records and electronic logs of access to Software; and
 - (c) obtain true and correct photocopies during regular business hours at Buyer offices in a manner not to interfere unreasonably with Buyer’s normal business activities.
- 4.2 If any audit discloses any underpayment, Buyer must promptly pay Honeywell the underpaid amount with interest at monthly rate the lower of 1.5% or highest rate allowed by law. If the underpayment is 5% or more of the total amount of license fees paid for the Software, Buyer must reimburse Honeywell for its audit costs and expenses associated with the audit.

5. **SOFTWARE WARRANTY**

- 5.1 Honeywell warrants that Software, as first delivered by Honeywell, will materially operate according to Honeywell published user documentation for three months after date of first shipment to Buyer. Third-party software included within Software is warranted for the shorter of three months or the warranty period granted to Honeywell by third-party supplier. If Honeywell confirms a defect in Software during the warranty period, Honeywell must, at its option at no charge to Buyer and as Buyer’s sole and exclusive remedy, repair or replace defective Software. Software repaired or replaced is warranted for the remainder of the original warranty period.
- 5.2 Honeywell warrants that the media on which Software is shipped will be free of material defects in workmanship for a period of 30 days from date of first shipment. Honeywell’s sole obligation for breach of this warranty, and Buyer’s sole remedy, will be the replacement of the media and the Software that resides on that media.
- 5.3 Honeywell does not warrant that the quality or performance of any Software will meet Buyer’s requirements or that Buyer will be able to achieve any particular results from use of the Software or that the Software will operate uninterrupted or free from error.
- 5.4 **WARRANTIES IN THIS LICENSE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS LICENSE ARE BUYER’S ONLY REMEDIES FOR BREACH OF WARRANTY.**

6. **UNITED STATES OF AMERICA 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, Buyer will provide the Software to U.S. Government End Users only pursuant to the terms and conditions therein and herein.

7. **DATA RIGHTS**

Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any

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country in which they or their agents or suppliers conduct business, during and after the term of this 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 7. To the extent required by Honeywell, [Buyer] 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 this Agreement. This Section 7 shall survive expiration or termination of this Agreement.

8. DISPUTE RESOLUTION

Notwithstanding any provision in the Agreement to the contrary, for Intellectual Property (IPR) related disputes, either party may elect to have such disputes adjudicated before court of competent jurisdiction at Pune/Mumbai. This Agreement will be governed by the laws of India without regard to conflicts of law principles. The parties agree that application of the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either, are specifically excluded. Any dispute arising out of or relating to this agreement, will be finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and its subsequent amendments thereof. The place of arbitration will be Pune. The language of the arbitration will be English. Any award will be payable in Indian Rupees. If the value of the dispute is less than Rupees five Crores, then arbitration will be conducted by a mutually appointed single arbitrator. If the Parties are unable to agree on the appointment of a single arbitrator within 30 days of dispute, then a single arbitrator will be appointed by the Chief Justice of Bombay High Court. If the value of the dispute is Rupees five Crores or more, then arbitration will be conducted by a panel of three arbitrators. Each Party will appoint one arbitrator and the said arbitrators will appoint a third arbitrator to act as Presiding Arbitrator. Parties will bear their own costs of arbitration. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction at Pune for preliminary injunctive relief without breach of this arbitration provision.