

Distributor Agreement

(for use only in EMEA)

Honeywell:	Elster Kent Metering (Pty) Ltd. acting by and through its Honeywell Process Solutions Business Unit (“ Honeywell ”) 60 Commando Rd, Industria Ext 2, Johannesburg, 2093 South Africa	Honeywell Contact: Title: Michelle Strydom Phone: +27 11 470 4926 Facsimile: - Email Address: Michelle.Strydom@Honeywell.com
Distributor:	Brains at Work Consulting (Private) Limited (“ Distributor ”) 3-26th Avenue, Bulawayo, Zimbabwe	Distributor Contact: Title: Witker Tholana Phone: +263773383679 Facsimile: wtholana@brainswork.net Email Address: wtholana@brainswork.net
Party/Parties	“ Parties ” means Honeywell and Distributor and “ Party ” means either of them individually.	
Term	This Agreement begins on the date it is signed by Honeywell’s authorized representative (“ Effective Date ”) and remains in effect until 20th June 2022 inclusive, (“ Term ”), unless terminated earlier under the provisions of this Agreement.	
Products	“ Products ” means: the products listed in Rider A. <u>Note:</u> Rider A may include products supplied by Honeywell or by an affiliate of Honeywell.	
Territory	“ Geographic Area ” means: Zimbabwe. “ Market Segment ” means: Water Metering.	
Policies	“ Policy ” or “ Policies ” means those policies established by Honeywell from time to time with respect to sale and distribution of the Products pursuant to this Distributor Agreement as described in the Honeywell Channel Partner Handbook, unless otherwise noted in Rider A.	

This Distributor Agreement (“Agreement”) between Honeywell and Distributor states the terms and conditions under which Honeywell may provide Products to Distributor and Distributor may obtain Products from Honeywell for distribution within the Territory. The Parties, intending to be legally bound, agree as follows:

1. Appointment Of Distributor

- 1.1 Honeywell agrees to sell to Distributor, on a non-exclusive basis, the Products for distribution in the Territory for the account and at the risk of Distributor. Distributor agrees to purchase Products during the Term and upon the terms and conditions in this Agreement.
- 1.2 Distributor must only act as a distributor and not as a sales representative or agent of Honeywell and no commissions will be payable to Distributor under this Agreement.
- 1.3 Honeywell reserves the right: (a) to appoint others in the Territory to market, sell, license, install, commission, and service the Products in the Territory, and (b) to market, sell, license, install, commission, and service the Products directly to customers in the Territory.
- 1.4 Except to the extent otherwise noted in Rider A, Distributor must not act in the Territory as a distributor or sales

representative for any selection of products that is the same or similar to a substantial selection of the Products. This obligation is binding upon Distributor for five (5) years from the Effective Date.

- 1.5 Distributor expressly agrees that this Agreement does not constitute a commercial agency under the applicable laws in the Territory. Distributor must not seek to register this Agreement, or the arrangement evidenced by this Agreement, with any governmental or regulatory entity, authority, or municipality.
- 1.6 The provision of Products by Distributor to Distributor’s customer is under the terms and conditions of an agreement between Distributor and Distributor’s customer. Honeywell is not a party to that agreement.

2. Distributor's Territory

- 2.1 Except as noted in this section, Distributor will promote and develop sales of Products to customers in the authorized Market Segment within the authorized Geographic Area. In the event Rider A lists specific customers as "Account Exceptions", then: 1) if any such Account Exceptions are customers within the Geographic Area or Market Segment, Distributor acknowledges that Honeywell intends to also pursue or support such customers either directly or through other third parties, and 2) if any such Account Exceptions are customers outside the Geographic Area or Market Segment, Honeywell acknowledges that Distributor will promote and develop sales of Products to those Account Exceptions under the terms of this Agreement. Honeywell may amend the list of Account Exceptions at any time by providing 30-days' prior written notice to Distributor.
- 2.2 Distributor's website, if any, must have a notice which states that "The Honeywell Products may not be available in some markets."
- 2.3 An unauthorized branch of the Distributor must not say or imply that it is an authorized Distributor or dealer of the Products.

3. Distributor Responsibilities

- 3.1 Unless otherwise specifically authorized in writing by an authorized representative of Honeywell, Distributor will:
- develop the market potential for Products in the Territory by actively seeking prospects and promptly following up on prospect leads, including those furnished by Honeywell;
 - have adequate facilities and equipment and employ suitably qualified staff sufficient to promote the sale of the Products and to fulfill Distributor's obligations under this Agreement;
 - offer the Products for sale in the Territory in compliance with Policies;
 - maintain an adequate supply of Products and spare parts to meet the demand of the Territory and Distributor's obligations under this Agreement;
 - (1) not change, have changed, copy, or have copied the Products in any way, and (2) except as specified in Section 10.1, not copy, have copied, modify, have modified, publish, or have published any of Honeywell's documentation;
 - not expose Honeywell, its affiliates, subcontractors, or vendors of any tier, and shareholders, officers, directors, employees, temporary workers (including agency personnel), agents, joint venturers, consultants and insurers of the foregoing (all such parties collectively, "**Honeywell Group**") to any responsibilities or liabilities;
 - conduct its business in accordance with the highest business standards and not act in any way which may reflect adversely upon Honeywell's good name, business, integrity, or goodwill;
 - meet the financial requirements established by Honeywell for its distributors from time to time;
 - notify Honeywell on all matters of importance coming to its attention relating to the Products, including all customer complaints about the Products;
 - comply with Policies;
 - maintain the information and provide the assistance required by Honeywell to recall Products;

- make timely payment of all fees and amounts due to Honeywell; and
- 3.2 Distributor, at its expense, is responsible for: (a) properly selecting and configuring the Products, (b) educating its customers how to operate Products, and (c) handling any customer requirements and complaints. Honeywell is not responsible for the proper design of systems utilizing the Products.
- 3.3 To maintain the goodwill, high quality, and reputation of Honeywell, Distributor will sell as Honeywell Products only genuine new Honeywell Products or Honeywell approved exchange units, unless otherwise specifically authorized in the Policies.
- 3.4 On an ongoing basis, Distributor will promptly sign documents and provide information and assistance necessary or desirable to affirm and perfect Honeywell's rights under this Agreement, including, cooperation in obtaining protection for any Intellectual Property (as defined in Section 11), releasing liens or rights, obtaining permits and licenses, and assigning rights.

4. Sales Growth

Distributor will provide to Honeywell point-of-sale reports in accordance with the Policies. Honeywell and Distributor will participate in periodic meetings to address: (a) annual sales forecasts; (b) Product training; (c) the Honeywell order entry system; (d) the Mutual Business Planning Process (as defined in the Policies), and (e) other matters related to this Agreement.

5. Purchase Orders

- 5.1 Distributor will obtain Products from Honeywell by placing a purchase order with either Honeywell or, at Honeywell's option and direction, a Honeywell affiliate identified by Honeywell for fulfillment of the purchase order. The Honeywell entity receiving the purchase order (whether Honeywell or a Honeywell affiliate) is hereafter referred to as "**Seller**". All purchase orders are subject to acceptance by Seller. "**Order**" means a Distributor purchase order accepted by Seller. Acknowledgement of an Order is not acceptance of that Order. A purchase order will be deemed accepted only upon the earlier of (a) written acceptance, or (b) shipment of the Products specified in the Order. The Parties will not contest the validity or enforceability of Orders transmitted electronically under the provisions of any law requiring that contracts be in writing and signed by the Party to be bound.
- 5.2 All Orders are subject to the Honeywell terms and conditions of sale attached to this Agreement as Rider B. Any Distributor terms and conditions stated or referenced in, or preprinted on, the Order shall be of no effect. **In the event of conflict between the applicable terms and conditions of sale in Rider B and the terms of this Agreement, the terms of this Agreement shall take precedence.**

6. Delivery

- 6.1 Delivery terms of the Products to be delivered within the United States, are EXWORKS (Incoterms 2010), Seller point of shipment ("**Honeywell Dock**"). For shipments outside the United States, the Delivery Terms are FCA (Incoterms 2010) Honeywell Dock. For shipments which are entirely within a single country, the import/export provisions of Incoterms 2010 do not apply.

- 6.2 Seller will schedule delivery in accordance with its applicable lead times unless the Order states a later delivery date. Direct shipment may be allowed to Distributor's customer at the discretion of Seller. Neither Honeywell nor, if applicable, the Honeywell affiliate fulfilling the Order is responsible for late delivery.
- 6.3 Seller reserves the right to apply additional charges for any special routing, packing, labelling, storage, handling, or insurance requested by Distributor. If Seller prepays transportation charges, Distributor must reimburse Seller upon receipt of an invoice for those charges.
- 6.4 Distributor must notify Seller of any shortage, overage, or the shipment of incorrect Product in accordance with Policies. All returns are subject to Policies.

7. Prices

Orders accepted will be priced in accordance with Rider A. If Rider A references an electronic price book, Order pricing will be as stated in such price book. If Rider A references a discount, Order pricing will be at Honeywell's then current applicable list prices for the Products less any applicable discount. These prices exclude additional fees and charges, including without limitation, charges for: (a) insurance, shipping, freight, transportation, and (b) special handling, routing, packing, labeling, and storage. Prices and discounts are subject to change by Honeywell in accordance with the applicable Policies. All deviations from the pricing described in this Section 7 must be in accordance with applicable Policies and is subject to Honeywell's prior written agreement

8. Payment

The payment terms are governed by Policies. If not specified by an applicable Policy, payment is due 30 calendar days after the date of invoice. Payment must be made in U.S. currency, with the exclusion of any other currency unless otherwise provided by applicable Policies.

9. Warranties

Products are warranted in accordance with the applicable Seller terms and conditions of sale except that the warranty period for Products is changed to "12 months from date shipped to end customer by or on behalf of Distributor, or 18 months from date shipped to Distributor, whichever period expires first".

10. Assistance To Distributor

- 10.1 Honeywell will furnish to Distributor training assistance, technical manuals, and may furnish promotional materials, and other materials, to the extent Honeywell deems appropriate. Subject to Distributor's compliance with Honeywell brand guidelines as defined in the Policies, Distributor may reproduce promotional items as reasonably needed to fulfill its obligations under this Agreement.
- 10.2 Distributor is responsible for any travel and living expenses for its personnel attending training programs, and Honeywell may charge tuition for any program.
- 10.3 Honeywell may provide technical and sales support and may, at its sole discretion, provide service support under terms and conditions and at prices specified by Honeywell.
- 10.4 Honeywell's provision of service support or other assistance to Distributor does not release Distributor from its obligations under this Agreement.

- 10.5 Honeywell may promote its Products through national trade magazines, trade directory listings, promotional mailings, and other means. Subject to mutual agreement, Distributor will participate in conjunction with Honeywell at industry trade shows and exhibitions to be held in the Territory.

11. Intellectual Property

- 11.1 "**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.
- 11.2. No right, title or interest in Intellectual Property provided by Honeywell is transferred to Distributor under the Agreement, including Intellectual Property existing prior to, or created independently of, the performance of the Agreement. All Intellectual Property and results of any services provided by Honeywell, 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 Distributor assigns any rights it may have in such Inventions to Honeywell. Distributor has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.
- 11.3. Honeywell and its suppliers retain all right, title and interest to all software provided under this Agreement ("**Software**"), and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Distributor. Distributor will hold all Software in strict confidence and will use best efforts not to disclose Software to others except to the extent Software is included as a Product under this Agreement and such disclosure is pursuant to an authorized sale of such Product by Distributor. All Software delivered by Honeywell is subject to a software license ("**License**"). The license for Software, firmware, documentation, and other Intellectual Property provided by or on behalf of Honeywell, whether as part of the Products or otherwise, are set out in Rider C to this Agreement. With respect to Software provided by Distributor to a customer as part of a Product, Distributor must include the applicable end user license with end user documentation. Except as specifically granted in this Agreement or the Policies, Distributor does not have the right to modify, create derivative works of, make, use, copy, have copied, distribute, sublicense, display, or perform the Software, firmware, documentation, or other Intellectual Property. If Distributor does not agree to a License with Honeywell, Distributor does not have a license or right to Software, firmware, documentation or other licensable Intellectual Property.

12. Changes to Products, Policies and Other Commercial Terms

- 12.1 Without incurring any liability to Distributor, Honeywell reserves the right: (a) to change the design of or modify any of the Products; (b) to discontinue or delete any of the Products covered by this Agreement; and (c) to add new and additional products. In the event of any change in design or any modification of any of the Products, Honeywell will be under no obligation to make such change or modification on any of the Products in the stock of Distributor; nor will Honeywell be obligated to make such change or modification on any of the Products previously shipped to Distributor, or to install or furnish any other or different parts than those which were incorporated in any of the Products when shipment was made.

12.2 Honeywell reserves the right to modify, from time to time, the prices, discount structure, Products, fees, and Policies by posting such modifications on the applicable Honeywell website or other means of notification. All such modifications will be binding and become effective according to their terms, or, if not specified, upon the earlier of posting or other notification.

13. **Ethical Business Conduct**

Distributor agrees that it will take no action or use or spend any funds, regardless of source, in violation of the laws of the United States of America or any country or countries within the Territory, including but not limited to the payment of bribes, kickbacks, political contributions, or other prohibited payments. On the Effective Date, a copy of the Honeywell Code of Business Conduct may be obtained at <http://honeywell.com/About/Pages/code-of-business-conduct.aspx> (select language) Distributor will, upon entering into this Agreement and annually thereafter, certify that it has reviewed, understands, and agrees to abide by the provisions of the then-current Honeywell Code of Business Conduct and applicable anti-bribery laws. Distributor acknowledges that in the event of a breach of these certifications by Distributor, Honeywell may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result thereof, Distributor agrees to defend, indemnify, and hold harmless Honeywell Group from and against all claims, demands, causes of action, damages, losses, fines, penalties, or costs, including attorneys' fees, which Honeywell Group may suffer by reason of the violation by Distributor of the anti-bribery and the other laws referred to herein.

14. **Termination**

14.1 Either Party may at any time terminate this Agreement for convenience in whole or in part by giving the other Party 90 days written notice of its intent to terminate; termination will become effective at the end of that 90-day period.

14.2 Either Party may terminate this Agreement by giving written notice to the other Party if the other Party materially breaches this Agreement and fails to remedy the breach within 60 calendar days after receipt of the written notice specifying the grounds for the breach.

14.3 Honeywell may terminate this Agreement immediately upon the happening of: a) an assignment or other transfer by Distributor of this Agreement or any of Distributor's responsibilities under this Agreement, without the prior written consent of an authorized representative of Honeywell; b) a transfer of substantially all the assets of, or a majority interest in the voting stock of, Distributor, or the merger or consolidation of Distributor with one or more parties, without the prior written consent of an authorized representative of Honeywell; c) Distributor becomes bankrupt or insolvent; an application is made to have Distributor declared bankrupt or insolvent; a receiver or trustee is appointed for Distributor or its property; or Distributor makes an assignment for the benefit of creditors; d) a failure on the part of Distributor to make payments to Honeywell when due which is not cured within three (3) days after notice by Honeywell of such failure; or e) non-compliance with Sections 3.1(e), 3.1(f), 3.1(g), 11, 13, 16, 17, or 20.

14.4 Termination or expiration of this Agreement will not release Distributor from the following: a) the obligation of Distributor to pay Honeywell for Products; b) the obligation of Distributor to pay Honeywell's costs and reasonable profit for Orders in effect on the date of termination of this Agreement if this

Agreement is terminated by Honeywell for any of the reasons described in Sections 14.2 or 14.3; and c) obligations of Distributor under this Agreement which continue by their nature.

14.5 Distributor, on and after the effective date of termination or expiration of this Agreement, will discontinue use and effectively dispose of all materials bearing any Honeywell trademark which materials are related to the Products. This does not apply to Products for which Honeywell has been paid.

14.6 Distributor, on and after the effective date of termination or expiration of this Agreement, will immediately cease acting as a Honeywell Authorized Distributor and, unless otherwise specified in writing by an authorized representative of Honeywell, will abstain from making further sales of Products. However, Distributor will cooperate, at Distributor's expense, with Honeywell at Honeywell's request, to complete all outstanding obligations to customers. Honeywell may, in its discretion, fulfill those obligations and Distributor will reimburse Honeywell.

14.7 Termination of this Agreement by Honeywell for any reason will, upon termination, relieve Honeywell of any further liability or obligation, financial or otherwise, to Distributor, except valid, reasonable fees under the applicable Policies.

14.8 THIS AGREEMENT IS EXECUTED BY BOTH HONEYWELL AND DISTRIBUTOR WITH THE KNOWLEDGE THAT THIS AGREEMENT MAY BE TERMINATED OR NOT EXTENDED. HONEYWELL WILL NOT BE LIABLE TO THE DISTRIBUTOR FOR COMPENSATION, REIMBURSEMENT FOR INVESTMENTS OR EXPENSES, LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OF ANY OTHER KIND OR CHARACTER, BECAUSE OF ANY EXERCISE OF ITS RIGHT TO TERMINATE THIS AGREEMENT, AS PROVIDED HEREUNDER, OR BECAUSE OF ANY ELECTION TO REFRAIN FROM EXTENDING THE DURATION OF THIS AGREEMENT UPON THE EXPIRATION OF THE INITIAL TERM OR ANY SUCCEEDING TERM.

15. **Relationship Of Parties**

Distributor acknowledges and agrees that: (a) this Agreement does not constitute Distributor as an agent, partner, joint venture, franchisee, employee, or legal representative of Honeywell Group for any purpose whatsoever, (b) Distributor is not authorized to assume or create any obligation, liability, or responsibility, express or implied, invoice goods, make any commitments or representations, or otherwise act in any other manner, on behalf of or in the name of Honeywell Group or to bind Honeywell Group, (c) the relationship intended by this Agreement is that of independent contractor, (d) nothing contained in this Agreement will give rise, or is intended to give rise, to any rights of any kind to any third parties, and (e) Distributor will not represent to the contrary, either expressly, implicitly, or otherwise.

16. **Trademarks And Domain Names**

16.1 Any use or publication of Honeywell's trademarks and service marks: (a) will be in conformance with standards established by Honeywell, which may be modified from time to time, (b) except as specifically authorized in Policies, will be subject to the prior written approval of Honeywell, and (c) will be discontinued upon termination of this Agreement.

16.2 Distributor will not use the trade name "Honeywell" or other proprietary names, trademarks, trade names, or logos in Distributor's business name, title or designation. While this

Agreement is in effect, however, Distributor may state on letterheads, name cards, advertising, promotional materials, and websites that it is an "Authorized Distributor of Honeywell Process Solutions". Any such use of the Honeywell trade name will comply with Honeywell's then-current Identification guidelines published on the Honeywell website.

- 16.3 Distributor may link from Distributor's website to appropriate pages in the applicable Honeywell website for purposes of performing under this Agreement. Except as specifically provided in this Section 16.3, use of or linkage between any of Honeywell's domain names, websites or URLs, or those of Honeywell's affiliates, and any of Distributor's must be approved by an authorized representative of Honeywell in advance in writing.
- 16.4 Upon termination of this Agreement, Distributor immediately will discontinue all representations from which it might be inferred that any relationship exists between Honeywell and Distributor.
- 16.5 Distributor, during the Term and after termination or expiration of this Agreement, will not discredit Honeywell Group or products or services provided by Honeywell Group.
- 16.6 If Honeywell determines in its sole discretion that any promotional materials, products, services, website, or other materials provided by Distributor are inconsistent with Honeywell's intentions for its trade names or trademarks, then Honeywell may upon written notice to Distributor immediately terminate Distributor's rights to use the Honeywell name or mark(s).

17. Confidential Information

- 17.1 Definitions. "**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, or (c) is Personal Data. "**Personal Data**" means any information relating to or unique to an identified or identifiable natural person or which can be used to identify a particular person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, psychological, mental, economic, cultural or social identity. "**Safe Harbor Personal Data**" means Personal Data that (a) originates and is transferred from Discloser or its affiliates in the European Economic Area and/or Switzerland to Recipient in the US pursuant to the U.S. – EU Privacy Shield or U.S. – Switzerland Safe Harbor Framework or (b) is otherwise subject to the U.S. – EU Privacy Shield or U.S. – Switzerland Safe Harbor Guidelines by virtue of a transfer from Discloser to Recipient. "**Security Breach**" means any event involving a compromise of the confidentiality of the Personal Data of any Honeywell employee(s) or the systems or databases on which the Personal Data of Honeywell employees is processed or stored. It includes any unauthorized or impermissible access, use, theft or loss of Personal Data.
- 17.2 Use of Confidential Information. Recipient will: (a) use the Confidential Information only for the performance of the Agreement ("**Purpose**"); (b) disclose Confidential Information only to its employees and any sub-contractors or third parties ("**sub-processors**") 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 Agreement; 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 of the Recipient. Within 30 days of Discloser's written request, Recipient will return or destroy all Confidential Information of Discloser, 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, with the exception of Personal Data and Safe Harbor Personal Data, which must be protected in accordance with all privacy and other applicable laws and regulations.

- 17.3 Exclusions/Remedies. 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 by applicable law, statute, regulation, or court order, Recipient will (x) give 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 (y) disclose Confidential Information only to the extent required. 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.

- 17.4 Personal Data. Recipient agrees to comply with all applicable law or regulation relating to its use of Personal Data, which shall include, without limitation, requirements that the Recipient: (a) take appropriate technical and organizational security measures or such measures required by Honeywell to protect Personal Data; (b) indemnify Honeywell against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which Honeywell may suffer incur arising out of any Security Breach or other breach of this section concerning Confidential Information (including by any employee or sub-processor); and (c) promptly notify Honeywell about any Security Breach, any request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited) or any requests received by individuals to whom Personal Data relates, without responding to such request unless otherwise authorized by Honeywell. If Recipient transfers Safe Harbor Personal Data outside of the EU or Switzerland to the United States, Recipient warrants that it either: (i) self-certifies to the U.S.-EU Privacy Shield and U.S.-Switzerland Safe Harbor Framework; or (ii) adheres to Privacy Shield and Safe Harbor principles. Should Honeywell process any Personal Data or Safe Harbor Personal Data of Distributor and its employees, agents or affiliates, Distributor acts as data controller and Honeywell acts as data processor in accordance with Distributor's instructions. Distributor agrees that Honeywell may share Personal Data or Safe Harbor Personal Data with its affiliates and may transfer such data

to the USA, India, Mexico or other countries in which Honeywell operates.

18. Honeywell Property

- 18.1 "**Honeywell Property**" means all property, including, without limitation, technical data, Honeywell-owned inventory, or demonstration units, or test equipment furnished to Distributor by or on behalf of Honeywell. Honeywell Property excludes items which Honeywell has sold to Distributor for which Distributor has paid Honeywell under the terms of this Agreement. Distributor will ensure that Honeywell Property is: (a) clearly marked as the property of Honeywell; (b) tracked; (c) used only to perform under this Agreement; (d) subject to inspection by Honeywell; (e) kept free of liens and encumbrances; (f) unless otherwise directed by Honeywell in writing, not modified by Distributor; and (g) used, stored, and moved in compliance with applicable law.
- 18.2 Honeywell retains all rights, title, and interest in and to Honeywell Property. Distributor will treat and maintain Honeywell Property with the same degree of care Distributor uses with its own valuable property, but not less than reasonable care. Distributor will bear all risk of loss or damage to Honeywell Property while that property is in Distributor's custody or control. Distributor will insure Honeywell Property at Distributor's expense for an amount equal to the replacement cost. Upon Honeywell's request, Distributor will deliver to Honeywell (or otherwise dispose of as instructed by Honeywell) all Honeywell Property in good condition, normal wear and tear excepted, without cost to Honeywell. Distributor waives any legal or equitable right it may have to withhold or place liens upon Honeywell Property, and Distributor agrees to execute all documents or instruments evidencing Honeywell's unencumbered ownership of the Honeywell Property as Honeywell may from time to time request. Honeywell makes no representations or warranties, express or implied, with respect to Honeywell Property.

19. Disclaimer and Limitation of Liability

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OTHER ECONOMIC LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, ANY PENALTIES OF ANY KIND, WHETHER OR NOT FORESEEABLE, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE AGREEMENT WILL IN NO CASE EXCEED THE PAYMENTS MADE BY DISTRIBUTOR FOR THE AFFECTED PRODUCTS OR SERVICES DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

20. Assignment; Changes in Ownership and Management; and Succession

- 20.1 This Agreement may be assigned by Honeywell, without the consent of Distributor. The rights and privileges of this Agreement are unique to Distributor and Distributor will not

assign, transfer, or subcontract the performance of this Agreement, or any of its rights or obligations, without the prior written approval of Honeywell, and any attempt to do so will be voidable at the option of Honeywell.

- 20.2 Distributor may distribute Products through its subsidiary companies provided that: (a) Distributor notifies Honeywell of the name of each such subsidiary; (b) Distributor makes the subsidiary aware of Distributor's obligations under this Agreement; (c) Distributor will cause the subsidiaries to comply with the requirements of this Agreement; (d) the subsidiaries are deemed to be subject to the requirements, limitations, and obligations imposed upon Distributor under this Agreement, and (e) Distributor is fully responsible for any failure by its subsidiaries to comply with the terms of this Agreement in all respects.
- 20.3 Distributor will advise Honeywell of any change in the financial or ownership interests in or management of Distributor and its authorized subsidiaries. If, in Honeywell's opinion, such changes substantially affect the business relationship between Honeywell and Distributor, Honeywell may immediately terminate this Agreement by written notice.
- 20.4 When assigned in accordance with this Section, this Agreement, and all rights, obligations and duties hereunder, will inure to the benefit of and will be binding on the assignees or successors in interest of the Parties.

21. Disputes And Governing Law

- 21.1 Before a Party initiates any arbitration or litigation action, other than injunctive relief, that Party must notify the other Party in writing that the first Party requests an executive conference. The executive conference is to be held no later than 15 days after the notice is deemed to have been given under Section 22.5. At least one executive of each Party will participate in the conference. At the conference, each Party will present its view of the dispute and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved by the earlier of 30 calendar days after the date the conference commenced or 45 days after the written notice is deemed to have been given, then either Party may pursue resolution of the dispute consistent with the other terms of this Agreement.
- 21.2 Any dispute, claim, controversy, action, or cause of action, arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the London Court of International Arbitration. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration will be London, England. The law of this arbitration clause will be in accordance with the applicable law set forth in this Agreement. Any award will be payable in US dollars. Either Party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrators' determination of the merits of the controversy. If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any Intellectual Property right owned, controlled, or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have that dispute adjudicated before a court of competent

jurisdiction and this section will not be binding on either Party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern Intellectual Property rights. The arbitration shall be conducted in the English language. The award of the arbitrators shall be final and binding upon the Parties and may be entered and/or enforced in any court of competent jurisdiction.

21.3 This Agreement and any arbitral tribunal constituted under this Agreement will be governed by the laws of England, without regard to conflicts of law principles. Distributor and Honeywell expressly agree to exclude the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. This Agreement and any award rendered pursuant to it shall be subject to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

21.4 To reduce the expense and uncertainty of any potential litigation, the Parties hereby agree to waive the right to trial by jury in any dispute(s) arising out of or relating to this Agreement, and further agree that all such disputes will be tried by the court sitting without a jury, notwithstanding any state or federal constitutional or statutory rights or provisions.

22. Miscellaneous

22.1 Insurance. During the Term, each Party will maintain the following insurance with the following limits:

WORKER'S COMPENSATION	STATUTORY LIMITS
EMPLOYER'S LIABILITY	\$500,000 PER OCCURRENCE
COMPREHENSIVE GENERAL LIABILITY (INCLUDING CONTRACTUAL LIABILITY & PRODUCTS AND COMPLETED OPERATIONS)	BODILY INJURY & PROPERTY DAMAGE \$1,000,000 COMBINED SINGLE LIMIT \$1,000,000 AGGREGATE

Each Party, its partners, partnerships, joint ventures, parents, subsidiaries, and affiliated companies, and their respective employees, officers and agents will be an additional insured on the other Party's comprehensive general liability policy. Each Party will furnish to the other Party, upon the written request of the other Party, certificates of insurance evidencing the insurance required in this Section and each certificate will provide that thirty (30) days' prior written notice will be given to the other Party in the event of cancellation or material change to such insurance coverages or endorsements. In the case of Honeywell, these certificates may be provided via website.

22.2 Waiver and Severability. The failure of either Party to enforce at any time any of the provisions of this Agreement will not be construed to be a continuing waiver, nor will that failure prejudice the right of that Party to take any action in the future to enforce any provisions in this Agreement. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected and, in lieu of an illegal, invalid, or unenforceable provision, provisions similar in terms as may be legal, valid and enforceable under applicable law are deemed added.

22.3 Records and Honeywell Audit. Distributor will maintain accurately such books and records as Honeywell may reasonably require from time to time. Honeywell, at its expense, may audit Distributor on a continuing basis to determine Distributor's compliance with this Agreement. Distributor will be advised of such audit not less than 10 days

in advance. Distributor will prepare for and assist in any audit of Distributor.

22.4 Interpretation. This Agreement has been negotiated at arms-length between Parties who are experienced and knowledgeable in the matters contained in this Agreement, and the Parties agree that any statute, law or common law principles or other authority that would require interpretation of any ambiguities in this Agreement against the Party who drafted it are not applicable and are waived. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Agreement. Unless otherwise specified, "day" means a calendar day, not a business day.

22.5 Notices. All notices relating to this Agreement ("**Notices**") must be in writing. Notices to each Party will be sent to its contact designated on the first page of this Agreement, or as otherwise provided in writing by that Party. Any Notice will be deemed given: (a) on the date delivered if delivered personally; (b) one business day after deposit for next-day delivery within the same country, with a commercial overnight carrier, if the carrier obtains written verification of receipt from the receiving Party; (c) three calendar days after being mailed certified first class mail, return receipt requested, postage prepaid; (d) three business days after deposit for expedited delivery cross-border, with a commercial overnight carrier, if the carrier obtains written verification of receipt from the receiving Party; (e) upon receipt of a confirmation that it was transmitted satisfactorily if transmitted by facsimile or email; or (f) except for Notices specified under Section 14, upon posting if communicated by Honeywell via a Honeywell web portal, database, or other electronic method of communication.

22.6 Rights Cumulative. Each Honeywell right and remedy under this Agreement is in addition to any other rights or remedies available to Honeywell under this Agreement, at law or in equity.

22.7 Entire Agreement and Modifications. This Agreement contains the entire agreement between the Parties and supersedes and replaces any prior or inconsistent agreements, negotiations, representations, promises, or other communications, written or oral, between the Parties concerning distribution of the Products. Neither Party has relied on any promises, inducements, or representations by the other Party, except those expressly stated in this Agreement. Except as permitted by Section 12, no modification of this Agreement will be binding on either Party unless set forth in a writing signed by authorized representatives of both Parties specifically stating it is amending this Agreement. No course of dealings, prior dealings, usage of trade, or course of performance will be used to modify, supplement, or explain any terms used in this Agreement.

22.8 Survival. All provisions of this Agreement which by their nature should continue in force beyond the Term will remain in force after termination or expiration of this Agreement.

22.9 Counterparts. This Agreement may be signed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same original. Reproductions of the executed original(s) (with reproduced signatures) will be deemed to be original counterparts of this Agreement.

22.10 Order of Precedence. If there is a conflict between or among the documents applicable to this Agreement, the order of precedence for resolving the conflict is (in descending order): (a) the Agreement; (b) Rider A; (c) Rider B, (d) Policies; (e) Honeywell's applicable specifications, plans, drawings, designs, processes, descriptions, and directions; and (f) the

Orders issued under this Agreement, but only for information which is authorized by this Agreement (for example, shipping terms and Order quantity). If Rider A expressly lists modifications to any terms of this Agreement, such modifications shall take precedence over such terms.

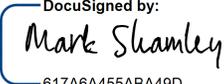
an Order without prior written approval of other Party, which approval may not be unreasonably withheld. Either Party may issue any public disclosure it believes in good faith is required by law or regulatory agency with jurisdiction over publicly-traded securities of the Party or its Affiliate.

22.11 Public Announcement. Neither Party may issue any public announcement about the subject matter of this Agreement or

BY SIGNING THIS AGREEMENT, DISTRIBUTOR CERTIFIES THAT DISTRIBUTOR HAS RECEIVED, READ, AND AGREES TO BE BOUND BY THE HONEYWELL POLICIES APPLICABLE TO THIS AGREEMENT.

The Parties hereto have caused this Agreement to be signed by their respective, authorized representatives, effective on the Effective Date.

Elster Kent Metering (Pty) Ltd., acting by and through its Honeywell Process Solutions Business Unit ("Honeywell")

DocuSigned by:

617A6A455ABA49D...

By: _____
Name: Mark Shamley
Title: Regional Business Leader
Date: 09-Sep-2019

DISTRIBUTOR: Brains at Work Consulting (Private) Limited

DocuSigned by:

3D678BE42AE9406...

By: _____
Name: witker Tholana
Title: Chief Executive Officer
Date: 09-Sep-2019

Please return two signed originals of this Agreement to the specified Honeywell Contact.

**RIDER A
TO
DISTRIBUTOR AGREEMENT BETWEEN HONEYWELL AND BRAINS AT WORK CONSULTING (PRIVATE) LIMITED**

PRODUCTS

The products authorized for sale by Distributor under this Agreement are the following:

SME Product family	SME Product Line	Pricing
Smart Energy Water & Electricity	Water Metering	Contact your local Honeywell Representative and/or Customer Care
Smart Energy Water & Electricity	Ancillary Equipment	Contact your local Honeywell Representative and/or Customer Care

MODIFICATIONS TO AGREEMENT TERMS

Distributor and Honeywell hereby agree to the following modifications to the terms of the Agreement:

Section 8 is replaced with the following: Payment must be made in ZAR currency unless otherwise expressly agreed to for a specific Order.

**RIDER B
TO
DISTRIBUTOR AGREEMENT BETWEEN HONEYWELL AND BRAINS AT WORK CONSULTING (PRIVATE) LIMITED**

HONEYWELL TERMS AND CONDITIONS OF SALE

1. Definitions

- 1.1. "Agreement" means the written agreement, including these Sales Terms and Conditions and any addendum to them ("Addendum") together with relevant Orders, 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"), services ("Services") and Software, each supplied or licensed by Honeywell to Buyer under the Order.
- 1.4. "Honeywell" means Honeywell International Inc. and its affiliates, subsidiaries, shareholders, officers, directors, and employees.
- 1.5. "Order" means a Buyer purchase order accepted by Honeywell.
- 1.6. "Party" means Honeywell or Buyer and "Parties" means both.
- 1.7. "Software" means software and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.

2. DELIVERY AND ACCEPTANCE

Delivery terms are EX-Works (INCOTERMS 2010) Honeywell's facility, unless FCA is stated in the Order. Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Buyer grants Honeywell a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Honeywell will, at its option, repair, replace, or re-perform rejected Deliverables.

3. PAYMENT

Payment terms are net 30 days from date of invoice with payment made in immediately available funds through electronic transfer. Honeywell may suspend Deliverables and charge an administrative fee on delinquent amounts for non-payment at the lesser of % per month for each full or partial month or the maximum legal rate available under the governing law and recover all costs of collection, including attorneys' fees. Buyer may not set off invoiced amounts against sums that are due from Honeywell. Honeywell's extension of credit is subject to Buyer maintaining an acceptable credit standing.

4. TAXES

Honeywell invoices for taxes, duties and charges, which are Buyer's responsibility, unless Buyer provides acceptable exemption verification.

5. FORCE MAJEURE AND DELAY

Except payment obligations, neither Party is liable for failure to meet its obligations affected by a force majeure event. 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.

6. WARRANTIES

- 6.1. Honeywell warrants Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of delivery, and Services materially comply with defined requirements for 30 days from the date services are performed. Third party 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, and will not be, liable for defects attributable to: (a) non compliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) 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 SECTION 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 SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL 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. THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE ORDER WILL IN NO CASE EXCEED THE LESSER OF THE INITIAL ORDER PRICE OR US \$1,000,000. 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 Agreement effective date and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided 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 about the claim.
- 8.2. Honeywell has no liability, and Buyer will indemnify Honeywell for claims related to: (a) Deliverables supplied per Buyer designs, drawings or specifications, (b) Deliverables used other than for the purpose for which they were delivered, (c) combining a Deliverable with a product or software not supplied by Honeywell, (d) modification of a Deliverable by anyone other than Honeywell, (e) compromise or settlement made without written Honeywell consent, or (f) Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Honeywell has no liability for Buyer's costs or attorney fees.
- 8.3. If an 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. Failure of Buyer to accept any of the above remedies in lieu of the infringing Deliverable relieves Honeywell of any liability for infringement. Failure to ship infringing Deliverables will not breach the Agreement.
- 8.4. 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

Either Party may make changes within the scope of an Order subject to acceptance by the other Party. Honeywell will inform Buyer if the change causes a price or schedule adjustment. The change will be effective and Honeywell may begin performance upon the Parties' authorized signature of a change order.

10. DEFAULT AND TERMINATION

Either Party may terminate or suspend an Order for material breach of the Agreement if the breaching Party fails to begin a cure within 10 days after receipt of written notice from non-breaching Party specifying the grounds, and to continue diligently to cure the breach.

11. INVENTIONS AND INTELLECTUAL PROPERTY

- 11.1. "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.
- 11.2. No right, title or interest in Intellectual Property provided by Honeywell is transferred to Buyer under the Agreement, including Intellectual Property existing prior to, or created independently 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 assigns any rights it may have in such Inventions to Honeywell. Buyer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as granted in the Agreement.
- 11.3. Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Buyer. Buyer will hold all Software supplied by Honeywell in strict confidence and will use best efforts not to disclose Software to others. All Software delivered by Honeywell is subject to a software license ("**License**"). If Buyer does not agree to a License with Honeywell, Buyer does not have a license or right to Software.

12. **CONFIDENTIAL INFORMATION**

- 12.1. "**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, or (c) is Personal Data.
- 12.2. "**Personal Data**" means any information relating to or unique to an identified or identifiable natural person or which can be used to identify a particular person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, psychological, mental, economic, cultural or social identity.
- 12.3. "**Safe Harbor Personal Data**" means Personal Data that (a) originates and is transferred from Discloser or its affiliates in the European Economic Area and/or Switzerland to Recipient in the US pursuant to the U.S. – EU Privacy Shield or U.S. – Switzerland Safe Harbor Framework or (b) is otherwise subject to the U.S. – EU Privacy Shield or U.S. – Switzerland Safe Harbor Guidelines by virtue of a transfer from Discloser to Recipient.
- 12.4. "**Security Breach**" means any event involving a compromise of the confidentiality of the Personal Data of any Honeywell employee(s) or the systems or databases on which the Personal Data of Honeywell employees is processed or stored. It includes any unauthorized or impermissible access, use, theft or loss of Personal Data.
- 12.5. Recipient will: (a) use the Confidential Information only for the performance of the Agreement ("**Purpose**"); (b) disclose Confidential Information only to its employees and any sub-contractors or third parties ("**sub-processors**") 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 Agreement; 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 of the Recipient. Within 30 days of Discloser's written request, Recipient will return or destroy all Confidential Information of Discloser, 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, with the exception of Personal Data and Safe Harbor Personal Data, which must be protected in accordance with all privacy and other applicable laws and regulations.
- 12.6. 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 by applicable law, statute, regulation, or court order, Recipient will (x) give 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 (y) disclose Confidential Information only to the extent required.
- 12.7. 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.
- 12.8. Recipient agrees to comply with all applicable law or regulation relating to its use of Personal Data, which shall include, without limitation, requirements that the Recipient: (a) take appropriate technical and organizational security measures or such measures required by Honeywell to protect Personal Data; (b) indemnify Honeywell against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which Honeywell may suffer incur arising out of any Security Breach or other breach of this section concerning Confidential Information (including by any employee or sub-processor); and (c) promptly notify Honeywell about any Security Breach, any request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited) or any requests received by individuals to whom Personal Data relates, without responding to such request unless otherwise authorized by Honeywell. If Recipient transfers Safe Harbor Personal Data outside of the EU or Switzerland to the United States, Recipient warrants that it either: (i) self-certifies to the U.S.-EU Privacy Shield and U.S.-Switzerland Safe Harbor Framework; or (ii) adheres to Privacy Shield and Safe Harbor principles. Should Honeywell process any Personal Data or Safe Harbor Personal Data of Buyer and its employees, agents or affiliates, Buyer acts as data controller and Honeywell acts as data processor in accordance with Buyer's instructions. Buyer agrees that Honeywell may share Personal Data or Safe Harbor Personal Data with its affiliates and may transfer such data to the USA, India, Mexico or other countries in which Honeywell operates.

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 as needed.
- 13.2. Honeywell may suspend Services at Buyer's expense if Honeywell determines that performance of Services may compromise safety.
- 13.3. If any provision of the 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 the Agreement may not be construed to be a continuing waiver of those provisions.
- 13.5. The Agreement is governed by the laws of the state of New York, United States of America, without regard to conflicts of law principles. 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, is specifically excluded. The Parties waive any right to a trial by jury for disputes and submit to the exclusive jurisdiction of the Federal and State courts within New York State for resolution of disputes; however, Honeywell may seek an injunction or enforce a judgment against Buyer in any jurisdiction. Buyer will not bring a legal action more than two years after the cause of action arose unless a shorter period is provided by applicable law.
- 13.6. The Agreement contains the entire agreement between the Parties and any pre-printed terms 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 (excluding the Order), and then the Order.
- 13.7. The Agreement may not be varied except by a written change signed by authorized representatives of both Parties. Provisions of the Agreement that by their nature should continue in force beyond the completion or termination of the Order will remain in force. Buyer will not delegate, transfer, or assign, by operation of law or otherwise, the Agreement, or rights or obligations under it, without Honeywell's prior written consent and any attempt to do so is void. For purposes of this Section, assignment includes any change in control of the Buyer or the merger of Buyer with any other legal entity.

**RIDER C
TO
DISTRIBUTOR AGREEMENT BETWEEN HONEYWELL AND BRAINS AT WORK CONSULTING (PRIVATE) LIMITED**

SOFTWARE LICENSE

IMPORTANT: READ THIS END USER LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE (AS DEFINED BELOW) ACCOMPANYING THIS LICENSE. THIS LICENSE IS A BINDING AND ENFORCEABLE LEGAL AGREEMENT BETWEEN THE LICENSEE AND HONEYWELL INTERNATIONAL INC. ("HONEYWELL"). YOU ACKNOWLEDGE YOU ARE BINDING THE LICENSEE, AND REPRESENT YOU HAVE THE AUTHORITY TO DO SO, OR IF YOU DO NOT HAVE THE AUTHORITY, YOU WILL BE PERSONALLY LIABLE FOR ANY DAMAGES RESULTING FROM A BREACH OF THIS LICENSE. HONEYWELL LICENSES THE SOFTWARE TO LICENSEE ONLY UPON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE. BY OPENING THE SEALED SOFTWARE PACKAGE, INDICATING ASSENT ELECTRONICALLY, OR DOWNLOADING, INSTALLING, COPYING, OR USING THE SOFTWARE, LICENSEE REPRESENTS THAT IT READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE. IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE THEN DO NOT CONTINUE WITH THE INSTALLATION OR USE OF THE SOFTWARE AND EITHER CONTACT HONEYWELL TO NEGOTIATE A SIGNED LICENSE AGREEMENT OR RETURN THE SOFTWARE WITHIN THIRTY (30) DAYS TO THE ENTITY FROM WHICH THE SOFTWARE WAS OBTAINED FOR A REFUND.

1. DEFINITIONS

- 1.1 "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.
- 1.2 "Licensed Use" means use by Licensee at the Licensee site on the authorized processor by the number of authorized users for Licensee's internal purposes, and subject to other restrictions, each as stated in the Software License Certificate for the Software that is issued by Honeywell, a written agreement between Honeywell and Licensee specifying the Licensed Use, the Honeywell proposal, or the Licensee order accepted by Honeywell (taking precedence in that order). If the Licensed Use has not been specified, then the Licensed Use is a limited right to use the Software on the device on which it is delivered or, if the software was not delivered on a device, a single computer with one processor by one user, solely for Licensee's internal purposes; and neither concurrent use on two or more computers nor use on a network is permitted.
- 1.3 "Software" means software and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, electronic data, models, components and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Licensee under this License or a separate agreement.

2. LICENSE AND RESTRICTIONS

- 2.1 Subject to Licensee compliance with the License and payment of the fees, Honeywell grants Licensee a restricted, personal, limited, nontransferable, nonexclusive license, without right of sublicense, to use the Software solely for the Licensed Use. Licensee 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 The Software is licensed and not sold. Honeywell and its suppliers retain all right, title and interest in and to the Software, and all Intellectual Property rights therein, including copies, translations, adaptations, modifications, derivations, and enhancements of the Software. No right, title, or interest in or to the Software, or to any copies thereof, is transferred hereunder to Licensee.
- 2.3 Except as stated in this License, Licensee 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 or separate the component parts of the Software; (e) use or allow use of the Software for processing data of any person or entity other than Licensee; (f) input, upload, transmit or otherwise provide to or through the Software, any unlawful, injurious or malicious information, materials or code; (g) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the Software; (h) alter or remove any proprietary rights notices or legends on or in the Software; (i) use Honeywell trademarks, service mark, logos or other indicia of source; (j) use the Software in hazardous environments requiring fail-safe performance where the failure of the Software could lead directly or indirectly to death, personal injury, or severe property or environmental damage, including, without limitation, the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems; (k) give a Honeywell competitor direct or indirect access to the Software or use the Software for development, provision or use of a competing software service or product; or (l) disclose any source code of which Licensee becomes aware. Licensee will not allow or enable a third party to engage in any of the foregoing.
- 2.4 Software that the Licensee is not licensed for may be included on storage media for administrative convenience. Licensee has no right or license to any unlicensed software. Licensee must not access or permit any third party access to the

unlicensed software. Software fees do not include support, installation or training. Support, installation and training, to the extent offered by Honeywell, may be provided pursuant to a separate agreement between the parties. For as long as Honeywell is supporting the Software, and subject to prior payment by the Licensee of the applicable support fee, support will be provided per the separate agreement and for each year thereafter, at Honeywell's then current support fee unless support fees are otherwise specified in the separate agreement. Upon any updates, upgrades, error corrections, changes or revisions to a previous validly licensed version, Licensee must cease use of the prior version of that Software to the extent the prior version is not required for the updates, upgrades, error corrections, changes, or revisions to function.

- 2.5 Licensee acknowledges there are measures in the Software designed to prevent unlicensed or illegal use of the Software. Licensee 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, Licensee will not use the old key.
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