

**TOMSK POLYTECHNIC UNIVERSITY
UNISIM DESIGN SUITE PROPOSAL
FOR ACADEMIC USAGE**

DATE: 14 FEBRUARY 2018

ISSUED BY: SUSAN MIDDLETON

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PROPOSAL SUMMARY

Honeywell Process Solutions is pleased to submit this UniSim™ Design Suite Software License and Support Agreement proposal to TOMSK POLYTECHNIC UNIVERSITY for the UniSim™ Design Suite software.

UniSim™ Design Suite products are powerful process design and simulation tools. By using UniSim Design Suite tools, your students will better understand the principles they learn in class. Among many things, they can experiment with the column simulation to see how changes in operating conditions impact the product rate and quality, or even environmental issues; learn phase behavior of a specific system governed by thermodynamic principles; find out whether an existing heat exchanger can meet specific process requirements; predict hydrate formation conditions which might be well above the water freezing temperature; etc.

Through this program, Honeywell is looking for

- Opportunities for coordinating training courses if needed;
- Rapid expansion of the UniSim Design user base;
- Close connection to a pool of talents - next generation of the chemical engineers, trained with UniSim Design tools;
- Increased market awareness;
- Acknowledgement in research publications, and
- Potential university partners for model development and possible commercialization of university research achievements.

More information regarding the UniSim Design Suite can be found at [UniSim Design from Honeywell](#).

ACADEMIC PROGRAM OVERVIEW

The standard academic program offered by Honeywell for the UniSim Design Suite includes the following products:

- UniSim Design – the flagship product for steady-state applications;
- UniSim Design Dynamic option – proven technologies for dynamic applications;
- UniSim ThermoWorkbench – for in-depth thermodynamic study;
- UniSim Flare - a steady-state flare & relief network simulator for designing, rating and debottlenecking flare or vent systems;
- UniSim Heat Exchanger programs – for design and simulation of heat transfer equipment:
 - UniSim Shell-Tube Exchanger Modeler
 - UniSim Crossflow Exchanger Modeler
 - UniSim Plate-Fin Exchanger Modeler
 - UniSim Fired Process Heater Modeler
 - UniSim Plate Exchanger Modeler
 - UniSim FeedWater Heater Modeler
 - UniSim Process Pipeline Modeler

The program includes a **100 user** network based license for the products listed above. To coordinate with the standard academic calendar, the expiry of the license will be July 31 of the year after the last date of signature below, provided that the license shall automatically renew for additional one (1) year periods thereafter unless a party provides written notice of termination to the other party at least thirty (30) days prior to the end of any such period.

Additionally, up to 2 standalone licenses can issued as part of the program as well. These licenses are intended primarily for use by professors/instructors with computers with no access to the network.

This program is offered at **no cost** to registered academic institutions to enable and encourage them to educate their students on the usage of UniSim Design Suite tools.

To indicate acceptance of the terms of this proposal, including acceptance of the End User License Agreement attached to this proposal, please sign below.


TOMSK POLYTECHNIC UNIVERSITY

Honeywell Process Solutions

Signed:

Signed:

Name:  _____
Artem Boev

Name:  _____
Susan Middleton

Title: _____
Director
School of Earth Sciences &
Engineering

Title: _____
Administrator

Date: _____
16 February 2018

Date: _____
14 February 2018

HONEYWELL END USER LICENSE AGREEMENT

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

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

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

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

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

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

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

8. LICENSEE OBLIGATIONS.

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

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

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

12. GENERAL.

12.1 Governing Law and Forum. This Agreement shall be governed in all respects by the laws of the United States of America and the State of New York without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. All disputes arising under this Agreement shall be brought exclusively in the state or federal courts in New York, New York, as permitted by law. Licensee consents to the personal jurisdiction of the above courts.

12.2 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Licensee may cause Honeywell irreparable damage for which recovery of money damages would be inadequate, and that Honeywell shall therefore be entitled to obtain timely injunctive relief to protect Honeywell's rights under this Agreement in addition to any and all remedies available at law.

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

Honeywell International Inc.

Honeywell Process Solutions

2500 West Union Hills Drive

Phoenix, AZ 85027-5139

Attn: General Counsel

12.4 No Agency. Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise between the parties.

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

12.6 Waiver. The failure of either party to enforce at any time any of the provisions of this agreement shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

12.7 Severability. In the event any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of this Agreement one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

12.8 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

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12.11 Compliance with Laws Software and technical information delivered under this Agreement is subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to strictly comply with all such laws and regulations. Licensee will obtain import, export, re-export approvals and licenses required for Software, services and technical data delivered and will retain documentation to support compliance with those laws and regulations. Honeywell will not be liable to Licensee for any failure to provide Software, services, transfers or technical data as a result of government actions that impact Honeywell's ability to perform, including (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer or export law or regulation after the date of any order or commitment that has a material adverse effect on Honeywell's performance; or (3) delays due to Licensee's failure to follow applicable import, export,

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

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

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

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

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

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

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

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

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

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

2. **Amended HEULA Paragraphs.** Solely for the purposes of this Amendment, the HEULA is amended as follows:
 - 2.1 Paragraph 2 of the HEULA is deleted in its entirety and replaced by the following:
 2. **Grant of Educational and Research Use License.** Subject to Licensee's compliance with the terms and conditions of the Agreement and Amendment, and payment of any applicable fees, Honeywell hereby grants to Licensee and Licensee accepts a restricted, personal, non-transferable, non-exclusive, internal-use only license:
 - (a) to use Licensed Software, solely for Licensee's internal purposes in accordance with the Use, on Licensed Processor(s), at the Licensed Site;

 - (b) to install the Software on Licensed Processor(s) or personal computers (e.g. hard drives) located on Academic User premises and permit access to the Software on such Licensed Processor(s) or personal computers by Faculty and Students solely for the Use; and

(c) to make no more than ten (10) additional copies of the Software to use as backup copies or be loaned free of charge to Students and Faculty solely for the Use, provided that all such copies shall be owned solely by Honeywell or its third-party suppliers. The additional copies specified in this Section may be loaned by Academic User to Faculty and/or Students (a) for installation on personal computers on Academic User premises; and/or (b) for installation on personal and/or off site computers of Faculty and/or Students. No copies of the Software may be loaned or otherwise distributed to any parties other than those specifically designated herein. No Faculty Member or Student may loan or further distribute a copy of the Software which has been loaned to them. Academic User will stop providing the Software to anyone who ceases being one of Academic User's Staff, Faculty, or Student and will demand return or destruction of the Software by such Staff, Faculty or Student. Academic User must have all Staff, Faculty, and Students to whom Academic User provides any copies of the software agree in writing that the use of the Software is strictly governed by the terms of the Agreement and Amendment and that the Software is to be used solely pursuant to the Use right granted herein, regardless of any license agreement accompanying the Software. Academic User must keep records of the number of downloads of the Software from Academic User's servers, and records of the Staff, Faculty, and Students to whom Academic User provides media containing the Software. Academic User will permit Honeywell to inspect such records upon request. Academic User will use its best efforts to prevent use of the Software by anyone other than Academic User's Staff, Faculty, and Students or for any purpose not permitted in these terms. If Honeywell notifies Academic User or Academic User learns that any Staff, Faculty, or Student has violated these terms, Academic User shall demand immediate return of or confirm destruction of any Software in the possession or under the control of such Staff, Student or Faculty member. Academic User will be held responsible for unauthorized use of the Software.

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

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

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

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

12.10 Assignment. Licensee may not delegate, assign or transfer this Agreement, the license(s) granted or any of Licensee's rights or duties hereunder, including by operation of law or otherwise, and any attempt to do so shall be void. Honeywell may assign this Agreement, and its rights and obligations hereunder, in its sole discretion. Any attempt to assign or delegate in violation of this clause will be void.

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

3.1 Academic User shall ensure that each copy of the Software made under this Amendment shall be a true and complete copy, and include all copyright and trademark notices.

3.2 Academic User shall not sell, rent, lease, or transfer the Software to any third party and may not lend the Software other than as authorized by the HEULA and this Amendment.

3.3 Honeywell shall deliver the Software to one (1) person who is a full time employee of Academic User department which has been accepted into the Academic Program and such employee will administer or manage Academic User use of the Software under the HEULA and this Amendment.

3.4 In order to install certain components of the Software, Academic User may need an Academic Alliance Software Key ("Software Key"). The Software Key will be assigned to Academic User and must be kept secure. Academic User may disclose the Software key to those Student(s) and Faculty members to whom Academic User distributes copies of the Software as provided in Section 2 if required. It is Academic User's responsibility to make the Staff, Student(s) and Faculty aware of the restrictions and security issues related to use of the

Software key. Academic User will be held responsible for unauthorized use of the Software key by such Staff, Student(s) and/or Faculty members.

- 3.5 In no event shall Academic User use the Software (i) in any processing operations; (ii) to control a live process; (iii) in any for-profit or commercial activities; or (iv) to develop or maintain its own administrative or IT systems.
- 3.6 If the Software requires a key to install or access it, Academic User is responsible for the use of the keys assigned to it. Academic User may only disclose keys to your Staff, Faculty, and Students. Academic User will use best efforts to make those persons are aware of the restrictions on use of the keys. If Honeywell informs Academic User or Academic User learns that any of its Faculty, Students, or Staff are improperly using keys, Academic User will notify them that may not use the Software or keys any more, and that they must return or destroy all copies of the Software in their possession.
- 3.7 Academic User shall not disclose or otherwise make known to any third party any information pertaining to Software performance, function, use, quality, defects, bugs, or deficiencies of any kind without prior written consent from Honeywell

4. **Effect of Amendment.**

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