

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (the “Agreement”), entered into and effective as of **February 1, 2021** (the “Effective Date”) is between:

Corning Incorporated, a New York corporation with offices at One Riverfront Plaza, Corning, New York 14831 (hereinafter, “Corning”), and

Muffakham Jah College of Engineering & Technology, an Indian educational institution with offices at Road No. 3, Banjara Hills, Hyderabad - 500 034, Telangana State, India (hereinafter “Recipient”).

WHEREAS, Corning and Recipient desire to engage in discussions for purposes of: (i) investigating, developing, or furthering a research relationship between the Parties relating to materials characterization; and (ii) for Corning, to develop, make, use, offer for sale, and sell Corning materials and technologies (the “Purpose”); and

WHEREAS, in the course of discussions Corning will disclose to Recipient certain information that Corning deems to be proprietary or confidential; and

WHEREAS, Recipient agrees to protect such proprietary or confidential information in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties, intending to be legally bound, agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, the term “Confidential Information” shall mean certain proprietary or confidential business or technical information, which is disclosed by Corning to Recipient from and after the Effective Date until the expiration of this Agreement. Confidential Information may include (although it is not limited to) product plans, product designs, cost data, product prices, raw material costs, customer information, financial results, marketing or strategic plans, business opportunities, research, development, know-how, personnel, specifications, drawings, software, data, samples, and prototypes, and all copies and derivatives prepared by the Recipient containing Confidential Information. Confidential Information may be transmitted on any kind of media including electronic, written, magnetic, or orally. If orally or visually disclosed, Corning shall endeavor to describe in writing the Confidential Information disclosed, noting the date of disclosure and shall deliver the writing to Recipient. However, Corning's failure to do so shall not relieve Recipient of its duty to maintain the disclosed Confidential Information as confidential.

2. USE OF CONFIDENTIAL INFORMATION

With respect to all Confidential Information disclosed hereunder, Recipient shall:

- a. protect received Confidential Information from disclosure to unaffiliated third parties

Information exchanged hereunder shall be afforded the protection of this Agreement even if not furnished to the points of contact listed below:

Corning:

Ying Shi
Corning Incorporated
One Riverfront Plaza
Corning, New York 14831
Phone: 607-974-9536
E-Mail: shiy3@corning.com

Recipient:

Shaik Kareem Ahmmad
Department of Physics
Muffakham Jah College of
Engineering & Technology
Road No. 3, Banjara Hills
Hyderabad - 500 034, Telangana State, India
Phone: 9703557860
E-mail: kareem.ahmed@mjcollege.ac.in

22. GOVERNING LAW

This Agreement shall be considered to have been entered into, and shall be construed in accordance with, the substantive laws of the State of New York (without regard to comity or conflict of laws principles) and the laws of these United States. The parties consent to personal jurisdiction in the appropriate forum within the State of New York to resolve any dispute arising from, or with regard to Confidential Information disclosed or used pursuant to, this Agreement.

23. ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the Parties regarding the subject hereof, and supersedes all prior communications or agreements on this Purpose.

24. EXECUTION

Each party intends that a facsimile or a PDF of this Agreement shall be regarded as an original. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. This Agreement can be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

[SIGNATURES ON NEXT PAGE]

Corning Incorporated
Muffakham Jah College of Engineering & Technology
1 Way NDA
S&T/SP - TS

CW2195199

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each Party as of the date set forth beneath such party's designated representative's signature.

Corning Incorporated

Muffakham Jah College of Engineering & Technology

By: DocuSigned by:
Gary Calabrese
047F9391BC911420...
(Signature)

By: DocuSigned by:
Basheer Ahmed
D9231970507F4D6...
(Signature)

Name: Gary S. Calabrese
(Print or Type)

Name: Dr Basheer Ahmed
(Print or Type)

Title: S.V.P. & Director, Global Research

Title: Advisor -cum-Director

Dated: 1/27/2021

Dated: 1/27/2021

Requestor: Ying Shi
1-Way: CW2195199

