

SERVICE ORDER**Vendor Code :** 1100013760**PAN No :** AAMPN5492P**TIN No :** AAMPN5492PST001**Connectivity Solutions**

No. 1877, 1st Floor, Gangothri, 31st Cross 10th Main

Banashankari 2nd Stage, Bangalore 560070

Karnataka

India

TEL NO : 80-26713547

EMAIL : venkat@connectivityrental.com

Plant : AC48**Proc.Type** : SERVICES**PO No.** : 5200081483**PO Date** : 21-Mar-2017

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Delivery Date : 25-Apr-2017**Validity Start date** : 25-Apr-2017**Validity End date** : 24-Jul-2017**Requisitioner** : John Richard Prabhu Francis
Currency : INR

The Purchase Order No should be quoted in invoices and all other communications. Failure to do so may result in delayed processing and payment. Please supply the following against the order in acceptance with terms and conditions printed overleaf.

Item No.	Material No.	Description	Quantity	Unit	Price per Unit	Net Value
00010		Rental of equipments	1.000	AU	82000.00	82000.00
CST 0% with Form I for SEZ						
Item text						
Rental Extension: 5200076729 WS-C3750G-24TS-E - Catalyst 3750G 24 GigE 4 x 1GSFP IP Ser 2 Each 41000.00 82000.00						
00020		Rental of equipments	1.000	AU	15000.00	15000.00
CST 0% with Form I for SEZ						
Item text						
Rental Extension: 5200076729 GLC-SX-MM - GE SFP, LC connector SX transceiver 6 Each 2500.00 15000.00						

Total net item value : 97000.00
Tax Total 0.00

Total Value (in words): Ninety Seven Thousand Rupees Only**Payment Terms :** 100% Within 75 Days from the date of Invoice**Important Change :**

Invoice must have the PO number and ATTENTION TO : DIVYALAKSHMI.CH@HCL.COM

Original Tax / Commercial Invoice must be dispatched to the following address :

Accounts Payable ,
Basement Cabin Number 9

HCL Technologies Limited
B-34/3 , Sector 59
Noida 201307 U.P (India)

Note : Please note that invoice dispatch details are only for sending the original invoice. Invoice should carry the Billing and shipping address as mentioned in the PO number. Delivery Challan, copy of invoice also should be sent along with the material to the shipping address.

Material dispatch details must be send to deliverytracking@hcl.com while on actual dispatches.

Please Deliver To :

HCL TECHNOLOGIES LIMITED
SEZ Unit-VIII, ELCOT, SDB6, Ground(Partial), 2 - 4th Floor,
Tambaram Taluk, Kancheepuram,
Chennai
Tamil Nadu 600119
India

Header Text :

Indent Number 2563236 Indenter Name and Emp Code John Richard Prabhu Francis Xavier (40112298) Email Id JOHNRICHARDFX@HCL.COM

Incoterms (2000) Not applicable

MSA/MAA Ref: Not applicable

SOW Ref (IF Any): Not applicable

Special conditions: Not applicable

Standard Terms and conditions: Rental Assets buyout from M/s Connectivity Solutions

Vendor Final Quote. Reference number: CS/SQ-BLR/2016-17/0022-AMD-1

Vendor Final Quote Dated: 16-Mar-17

Terms of payment

100% upfront billing & payment within 75 days from the date of invoice receipt
Open Credit

Warranties

Start Date: 4/25/2017 End Date: 7/24/2017

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Freight

Not applicable

Mode of dispatch

Services

This is a system generated document. It does not require any Signature .

STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDER

1 GENERAL: Vendor has to sign, date and stamp, copy of the Purchase Order as a token of his acceptance in entirety and returns the same to HCL within ten days, else the same will be deemed to have been accepted and will become legal binding on either party. By accepting this Purchase Order, and/or performing hereunder, Vendor agrees to comply fully with the terms and conditions of purchase set forth in this document. Acceptance of this Purchase Order is expressly limited to the terms and conditions of this Purchase Order and none of the Vendors terms and conditions shall apply in acknowledging this Purchase Order or in the acceptance of this Purchase Order. Acceptance by HCL Technologies Limited (herein after called #HCL#) of the goods or services delivered under this Purchase Order shall not constitute agreement to Vendor#s terms or conditions. Vendor may not deliver under reservation.

2 PRICE: This is a firm price order. Unless otherwise specified in writing by HCL, price mentioned in this Purchase Order (herein after called #PO#) is firm and no price variation on any account will be allowed. Unless otherwise specified the prices to include all kind of taxes, duties, transit insurance, insurance coverage for storage, testing and commissioning if any, etc.

3 TIME OF DELIVERY: Time of delivery is of the essence of this order. If the delivery date shown above cannot be met, the Vendor shall inform HCL immediately. In such an event, HCL may at its sole discretion terminate the PO or ask for damages. Such notification shall not, however, constitute a change to the delivery terms of this order except as the order may be modified in writing by HCL. Back orders or partial deliveries are not acceptable without HCL approval.

4 PACKAGING, PACKING LIST, BILL OF LADING AND INVOICE: In case of Material, Vendor shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. HCL's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. The description of goods or services in the invoice and other shipping documents shall be identical to the description contained in the Purchase Order.

5 TITLE, RISK OF LOSS: Title shall pass to HCL upon HCL#s receipt of goods at destination. Risk of loss of all goods shall remain in Vendor until receipt by HCL at destination, unless otherwise specified in this Purchase Order.

6 INSPECTION: All goods and services furnished hereunder will be subject to inspection and test by HCL at all times and places and will be subject to HCL's final inspection and approval within a reasonable time after delivery. HCL may reject goods and services not in accordance with HCL#s instructions, specifications, drawings, data, or Vendor#s warranty (expressed or implied), or for untimely delivery. HCL may return rejected goods to Vendor at Vendor's expense and HCL shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall HCL incur any liability for payment for rejected goods or services.

7 EXTRA CHARGES: No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by HCL. All goods must be forwarded in accordance with HCL's shipping instructions; otherwise the difference in freight rate will be charged to Vendor.

8 SUBSTITUTIONS: No substitution of materials or accessories may be made without written permission from HCL.

9. TERMS OF PAYMENT: Invoices shall be dated no earlier than date of shipment or delivery of goods or services. The discount/credit period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is resolved, whichever date is later. Buyer will pay non-discountable invoices within the time period as mentioned in payment terms of this PO, after receipt of invoice, required delivery date, acceptance, or the date any applicable discrepancy is resolved, whichever date is later. If payment is to be made against letter of credit then, all bank charges and stamp duties payable outside INDIA in connection with payments to be made under the Purchase Order shall be borne by the Vendor. All Indian bank charges shall, however, be borne by HCL. Payment will be made in full subject to tax deduction at source at the statutorily applicable rates. Vendor shall submit necessary documents to enable us to claim

CENVAT. The contents of this clause shall be firm unless otherwise specified.

10 GOVERNING LAW: This Purchase Order shall be governed and construed in accordance with the laws of INDIA and will be in the jurisdiction of the courts in Delhi, INDIA.

11 WARRANTY: By accepting this Purchase Order, Vendor warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with HCL's specifications, drawings, and data, and that such goods will be fit for the HCL's intended use, and that Vendor will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon HCL's request, Vendor shall furnish HCL with a formal waiver or release of all liens by HCL and/or HCL's suppliers.

12 NO QUANTITY GUARANTEES: HCL makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or amount of goods or services will be procured through the Purchase Order.

13 NON ASSIGNMENT CLAUSE: This Purchase Order shall be entered into and be binding upon the successors of the parties. Vendor may not assign this Purchase Order and/or any Supplemental Agreement without the prior written consent of HCL. Any attempt to assign this Purchase Order without the written consent of HCL is null and void.

14 INDEMNIFICATION CLAUSE: Vendor shall defend, indemnify and hold harmless HCL, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorney's fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees in the execution or performance of this Purchase Order. The Vendor shall defend, indemnify and hold harmless HCL, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Vendor. Vendor agrees to defend against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. HCL will provide reasonable assistance in the defense of such claims if so requested by the Vendor.

15. CONFIDENTIALITY CLAUSE: Unless otherwise agreed by HCL in writing, Vendor shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by HCL to Vendor in connection with Vendor's performance of this Purchase Order or prepared by Vendor specifically for HCL pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information (#Confidential Information#). Vendor shall not make any copies of Confidential Information except as specifically authorized by HCL in writing. At the completion of this Purchase Order, or upon HCL's request, Vendor shall promptly return to HCL all Confidential Information not consumed in the performance of this Purchase Order, together with any copies in Vendor's possession. Vendor shall use Confidential Information solely for Vendor's performance of this Purchase Order for HCL, and Vendor shall not, without HCL's written consent, directly or indirectly use Confidential Information or information derived there from in performing services or providing goods for any other customer of Vendor, or any other person or entity.

16. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG): If required and so mentioned by HCL in writing, the Vendor, shall within fifteen days of the receipt of Purchase Order, will be required to submit contract cum performance bank guarantee in the form of bank guarantee issued by an Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian Vendor and from any reputed International Bank or Indian Scheduled Bank in case of foreign Vendor, may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.100 crores and a declaration to this effect should be made by such

commercial bank either in the bank guarantee itself or separately on a letterhead. The validity of Contract-cum-Performance Bank Guarantee shall be for 120 days beyond guarantee/warranty period of the goods supplied, for 10% value of Purchase Order.

17. INVALID TERM OR CONDITION: If any term or condition of this Purchase Order shall be held invalid or unenforceable, the remainder of this Purchase Order shall not be affected and shall be valid and enforceable.

18. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION: Vendor and HCL agree to the following (i) a party's failure to require strict performance of any provision of this Purchase Order shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by HCL; (iii) the place of arbitration shall be Delhi; (iv) the Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings; (v) the arbitration proceedings shall be in the English language; (vi) actions or proceedings arising from this Purchase Order shall be heard in a court of competent jurisdiction in Delhi.

19. MODIFICATION OF PURCHASE ORDER TERMS AND/OR AMENDMENTS: The PO may only be modified or amended upon mutual agreement of HCL and Vendor. Additional terms and conditions, which do not conflict with the Purchase Order, may be stated within the Supplemental Purchase Order and given effect. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Purchase Order shall be binding on HCL only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of HCL.

20. LIQUIDATED DAMAGES CLAUSE: The material is to be supplied as per the schedule given in the Purchase Order. The Vendor will have to pay to HCL by way of liquidated damages and not as penalty, an amount equal to ½% (one half percent) of the Purchase Order price of the material so delayed for each week of such delay in delivery to a maximum of 5% (five percent) of such price.

21. FORCE MAJEURE: HCL or Vendor may be excused from performance under this Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such nonperformance shall not be deemed a default or a ground for termination.

22. TERMINATION FOR CONVENIENCE: HCL may terminate this Purchase Order, in whole or in part, by giving the other party thirty (30) days written notice. Vendor shall not have the right to terminate for convenience under this agreement.

23. TERMINATION FOR CAUSE: Either HCL or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Purchase Order arising here under. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Purchase Order.

24. HCL RIGHTS UNDER TERMINATION: In the event this Purchase Order expires or is terminated for any reason, HCL shall retain its rights under the Purchase Order issued with respect to all goods or services ordered and accepted prior to the effective termination date, but no new supplementary Purchase Orders may be issued to the Vendor.

25. VENDOR RIGHTS UNDER TERMINATION: In the event this Purchase Order expires or is terminated for any reason, a Vendor will receive all amounts due for goods or services ordered and delivered to HCL prior to such termination.

26. ENTIRE AGREEMENT: This agreement shall include the Purchase Order, these General Terms and Conditions, and all attachments referred to in the Purchase

Order or in these General Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Vendor and HCL, or their representatives, or any other document forming part of the solicitation of quotes, negotiations & discussions between Vendor and HCL with respect to the subject matter are hereby superseded. Unless superseded by a specific signed agreement between HCL and Vendor and to the extent that such agreement specifically rejects any terms and conditions in a Purchase Order, the terms and conditions of such agreement shall prevail over this Purchase Order or these General Terms and Conditions.

27. **Miscellaneous:** Where the Vendor is not the OEM, in addition to its own Serial Number & Part Number, Model Number, the Vendor should also state OEM#s Serial Number & Part Number, Model Number on Commercial Invoice and Packing list. The Vendor is further required to Identify Part Number/Serial Number/Model Number in a printed or other Form in addition to sticker specifying the Serial Number & Part Number, Model Number on the Physical item.

28. Vendors are mandatorily required to quote their PAN in the invoices, debit notes and credit notes that they raise on HCL, failing which tax at 20% shall be deducted on the invoice, as per the applicable Indian laws.

29. **#Termination for Convenience:** HCL shall terminate the agreement and/any PO upon 14 days prior written notice to Sub-contractor. And Sub-contractor may terminate the PO upon thirty (30) days prior written notice. However in the event of material breach either party can terminate the Agreement and/any PO immediately. #

30. This PO will be valid for six months from the date of issuance or till the contract period mentioned in the PO.

31. The Parties agree that the vendor#s obligation to render services/provide deliverables as set out under this Agreement/PO shall be valid only till the expiry of agreement/PO validity date (#Validity Date#) and that HCL shall not be liable to make any payments as may be claimed by the vendor for services/deliverables provided by the vendor beyond this Validity Date. The Parties agree that in case services/deliverables are to be delivered beyond the Validity Date then the vendor should get the revised PO / renewed agreement issued from HCL in its favor within 60 days prior to the Validity Date.

The Parties further agree that Vendor shall raise and submit the invoices for the services delivered/billed to HCL within 60 days from the date of delivery of services, failing which HCL will not be liable to consider the same for payment. The Vendor shall mention the purchase order/contract release order (#PO#/CRO#) number while raising the invoice and shall not deliver any services to HCL without receipt of a valid PO/CRO from HCL. The Vendor further agrees to indemnify HCL against any loss that HCL may suffer for not being able to claim cenvat credit benefit for reasons attributable to the Vendor including Vendor#s failure to submit the invoices within aforesaid agreed timeline.

32. Anti-Bribery & Anti-Corruption-

i) The Vendor shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and will not take any action or fail to take any action that would cause HCL Technologies Limited (# HCL #) or any of its affiliates to fail to comply with any applicable anti-corruption legislation (including the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. and the U.K Bribery Act of 2010). Throughout the term of the PO, the Vendor shall maintain in place its own policies and procedures to ensure compliance with the preceding sentence and will enforce them where appropriate;

ii) The Vendor confirms that this PO was awarded to it in a fair and transparent selection process;

iii) The Vendor agrees and acknowledges that it has read and understood the Anti-Bribery and Anti Corruption Policy (the # ABAC Policy #) of HCL given in its website at

<http://www.hcltech.com/about-us/corporate-governance/governance-policies> and agrees to comply with ABAC Policy of HCL. It confirms that no gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or

given by Vendor or any of directors, senior executives, offices or other employees (whether permanent, fixed-term or temporary), consultants, contractors or agents (such personnel, collectively, # Executive(s)#) of the Vendor to any HCL Executive or members of their immediate families with a view toward securing a favorable treatment from HCL. If HCL has cause to believe that the Vendor or any Executive of the Vendor has violated the provisions of this Section or behaved unethically or unlawfully under, or in connection with, this PO, HCL shall terminate this PO immediately with no further obligations to the Vendor and shall further blacklist the Vendor and its affiliates. Also, the Vendor shall promptly report to HCL by way of an email to whistleblower.hcl@tari.co.in any request or demand for any undue financial or other advantage of any kind received by it in connection with this PO in violation of the ABAC Policy. In addition, the Vendor will immediately notify HCL in writing if a government or public official becomes an officer or employee of the Vendor organization or acquires a direct or indirect shareholding interest in the Vendor organization. The Vendor warrants that as of date, there are no government or public officials who are officers, employees or direct or indirect owners of the Vendor organization;

iv) The Vendor shall ensure that any person associated with them, in providing goods or performing services in connection with this PO does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Vendor under this PO. The Vendor shall be responsible for the observance and performance by such persons of the relevant terms under this PO. For the purposes of this section, a person associated with the Vendor includes but is not limited to any subcontractor or service provider of the Vendor;

Failure to comply with the provisions of this section shall constitute a material breach. Upon such failure, notwithstanding any other provisions, HCL shall have a right to terminate this PO immediately without any notice or cure period. In addition, the Vendor shall indemnify, defend and hold harmless HCL, HCL affiliates and its and their officers, directors, partners, employees and agents (collectively #HCL parties#) from and against any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation) or other proceedings or of any claim, default or assessment suffered, incurred or sustained by any of the HCL parties or to which any of the HCL parties become subject, resulting from, arising out of or relating to the Vendor#s breach of this section.

33. The vendor agrees to furnish to HCL, all the necessary documents (including but not confined to #No PE Certificate# and Original TRC (Tax Residency Certificate) along with Income Tax Form 10F as prescribed by the Indian Tax Authorities) to enable HCL or itself, to avail benefits under the Double Taxation Avoidance Agreement(s) signed between the relevant Governments , failing which the Vendor shall be liable to bear the incidence of any tax liability that HCL may have to face and keep HCL indemnified in this regard.
