

**PURCHASE ORDER**  
**Rental Charges**

We refer to the above and our discussions on the said matter, and are now pleased to place with you a formal Purchase Order with following terms & conditions.

**PURCHASE ORDER NO.** : 6500/RC/FY21/48571/Q18926  
**P.O DATE** : 07/10/2020  
**SUPPLIER NAME** : Connectivity IT Solutions Private Limited  
**SUPPLIER ADDRESS.** : #1877, 3rd Floor, "Gangothri", 31st Cross, 10th Main, Banashankari 2nd Stage,Bengaluru – 560070  
**Capex/Opex** : OPEX

| Description  | Quantity | Currency | Rate Per Unit | Total Amount |
|--|----------|----------|---------------|--------------|
| 1 unit - (Part no - ASA5555-X)Cisco ASA 5500 Edition Bundle ASA5555-K9 ASA 5555-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES   1 unit - ASA-IC-6GE-SFP-C= Cisco Interface Cards ASA-IC-6GE-SFP-C ASA 5545-X/5555-X Intf. Card 6-port GE SFP   2 units - N9KC9372PX - Nexus 9300 with 48p 10G SFP+ and 6p 40G QSFP+   1 unit - WS-C4506-E Cat4500 E-Series 6-Slot Chassis, fan, no ps   1 unit - WS-X4648-RJ45-E - Catalyst 4500 E-Series Linecard 48-Port 10/100/1000 (RJ45)   2 units - WS-X4624-SFP-E Catalyst 4500 E-Series Linecard 24-Port GE (SFP)   CISCO UCS220M4-INTEL PROCESOR E5-2673V4 2.3GHz 20 CORE--2Nos,32 GB RAM--16Nos, 1.2 TB SAS HDD--7Nos. RAID 1,5, POWER Supply   2units -INTEL PROCESOR E5-2673V4 2.3GHz 20 CORE--2Nos,32 GB RAM--16Nos, 1.2 TB SAS HDD--7Nos. RAID 1,5, POWER Supply   1 unit - CISCO UCS240M4-Intel Processor 12core*2, 64GB RAM, 1.2TB SAS * 5 HDD   1 unit -CISCO UCS 220M5-Intel processor 4110*2, 32GB RAM, 1.2TB SAS *5 HDD, RAID CARD, 300GB HDD. | 1        | INR      | 683,665.00    | 683,665.00   |
| Total  |          |          |               | 683,665.00   |
| <b>Total Amount in Words :</b> [ INR Six Lakh Eighty Three Thousand Six Hundred And Sixty Five Only. ]   |          |          |               |              |

**AMC Start Date** : NA **AMC End Date** : NA  
**PAYMENT TERMS** : Net 30 days from date of Invoice  
**TAXES** : Taxes are NIL since SEZ unit  
**SHIPMENT TERMS** : Delivery at Location  
**WARRANTY** : NA  
**SLA AGREED** :  
**BILLING ADDRESS** : Firstsource Solutions Ltd,Primal Projects Pvt Ltd, SEZ (Ecospace),4th Flr, Tower 5A & B, Pritech II,SEZ,Sarjapura Outer Ring Road, Varthur Hobli, Bangalore 560103  
**DELIVERY ADDRESS** : Firstsource Solutions Ltd,Primal Projects Pvt Ltd, SEZ (Ecospace),4th Flr, Tower 5A & B, Pritech II,SEZ,Sarjapura Outer Ring Road, Varthur Hobli, Bangalore 560103  
**Note** : Please send invoice to payments@firstsource.com  
**REMARKS** :  
**OTHER TERMS & CONDITIONS** :

Documentation to be presented with goods. It is important to mention this Purchase Order number in all future correspondence and invoices in respect of this transaction. Other Terms and Conditions are attached herewith.

.....  
*This is a system generated Purchase Order and does not require signature.*

**FIRSTSOURCE SOLUTIONS LTD**  
 Paradigm B 5th Floor,Mindspace,New Link Road,Malad(W),Mumbai-400064,India.  
 Tel: +912266660888 | Fax: +912266660887 | Web: www.firstsource.com

# Terms & Condition

## 1. DEFINITIONS

- 1.1 In these Conditions of Business the following expressions shall have the following meanings save where the context otherwise requires:
- 1.1.1 “Charges” means any sums due to the Company for the supply of Goods and/or Services details of which are set out in the Letter or Purchase Order as applicable.
- 1.1.2 “the Company” means the supplier the Goods and/or Services set out in the Letter Letter or Purchase Order as applicable.
- 1.1.3 “these Conditions” means these Conditions of Business and the Letter or Purchase Order to which they are attached.
- 1.1.4 “Confidential Information” means:
- all information whether written or recorded on any form of media supplied by Firstsource or its client(s) for processing
  - all other information which is of a confidential nature and relates to the business, products, customers, suppliers or pricing of a party hereto.
- 1.1.5 “the Contract” means these Conditions and the Letter or Purchase Order to which they are attached.
- 1.1.6 “Data Protection Laws” means: (a) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movemet of such data (the “General Data Protection Regulation”); and (b) any other legislation in force from time to time in the Uniketd Kingdom relating to privact and/or the processing of personal data (and “personal data” shall have the meaning given to that term in such Data Protection Laws.
- 1.1.7 “Goods” means, where applicable, the goods to be provided by the Company to Firstsource in accorcance with the terms of the Contract details of which are set out in the Letter or Purchase Order as applicable.
- 1.1.8 “the Letter” means, as appropriate, the letter to which these Conditions are attached setting out details of the Goods and/or Services to be provided along with relevant commercial terms.
- 1.1.9 “Purchase Order” means, as appropriate, the purchase order to which these Conditions are attached setting out details of the Goods and/or Services to be provided along with relevant commercial terms.
- 1.1.10 “Services” means, where applicable, the service to be provided by the Company to Firstsource in accorcance with the terms of the Contract details of which are set out in the Letter or Purchase Order as applicable.
- 1.1.11 “Term” means the effective term of the Contract as set out in the Letter or Purchase Order as applicable.
- 1.1.12 “Firstsource” means Firstsource Solutions UK Limited, registered company number 3999896.

## 2. CONTRACT AND TERM

- 2.1 All Goods and Services supplied by the Company are supplied subject to these Conditions as varied by the detail set in the Letter or Purchase Order (as applicable) unless varied by written document signed on behalf of both parties by a director. Howsoever the same may purport to be qualified, the provision of Services from the Company shall be deemed acceptance of these Conditions.
- 2.2 The Company agrees that it will throughout the Term provide to Firstsource the Goods and/or Services to fulfil Firstsource’s requirements as described in the Contract at the Charges specified in the Contract.

## 3. STAFFING

- 3.1 The Company shall ensure (and shall procure that any appoved subcontractor shall ensure) that, during the Term and as applicable, the Goods are provided and/or the Services are performed by personnel who:
- 3.1.1 are suitably qualified and experienced for the role which they are required to undertake;
- 3.1.2 are properly recruited, monitored, managed and supervised in accordance with accepted industry practice and the terms of this Contract for the role in question;
- 3.1.3 are employed in accordance with all applicable rules, regulations and laws;
- 3.1.4 are employed in compliance with all rules, procedures, requirements, regulations and laws concerning health and safety;
- 3.1.5 are properly and sufficiently trained, skilled and informed about the Services to be provided;
- 3.1.6 are familiar with the requirements set out in this Contract;
- 3.1.7 shall provide the Goods and/or perform the Services with all reasonable skill, care and diligence;
- 3.1.8 shall comply with all of Firstsource’s policies as notified from time to time; and
- 3.1.9 shall comply with all reasonable instructions of Firstsource in the provision of the Goods and/or performance of the Services and provide the Goods and/or Services in a manner commensurate with Firstsource 's requirements and in the interests of Firstsource.
- 3.2 When staff or employees of the Company are present on the premises of Firstsource (or of a sub contractor) such staff shall comply with all reasonable security, safety and administrative procedures generally applicable to host staff at those premises along with any other reasonable directions from Firstsource.
- 3.3 Firstsource shall have the right acting reasonably, at any time, by notice to the Company, to require the Company to remove any personnel from involvement in the provision of the Goods and/or Services and/or the management of this Contract. The Company shall remove such person immediately upon service of any such notice and replace them as soon as reasonably practicable thereafter. Any such removal shall be undertaken at the expense of the Company (notwithstanding any other provision in this Contract) and the Supplier shall indemnify and keep indemnified Firstsource against any loss arising out of or in connection with any such instruction.

## 4. DELIVERY

4.1 Where the Company is providing Goods to Firstsource, the risk in such Goods shall only pass from the Company to Firstsource once such Goods have been accepted by Firstsource.

4.2 Time is of the essence in relation to delivery of the Goods and/or Services to Firstsource.

## 5. TERMS OF PAYMENT

5.1 Unless agreed otherwise in the Contract, the Company will invoice Firstsource for the Charges on acceptance by Firstsource of the Goods and/or completion of any provision of Services.

5.2 Payment of all undisputed amounts shall be due within 60 days of the date of invoice.

5.3 Any sum overdue for payment from Firstsource shall bear interest at the rate of 2% over the base rate of Barclays Bank Plc.

## 6. PRICES

6.1 All Charges quoted by the Company are net of Value Added Tax save where otherwise stated.

## 7. WARRANTY AND THE COMPANY'S OBLIGATIONS

7.1 The Company warrants and represents that in relation to any Goods it is providing:

7.1.1 It has the authority to grant Firstsource the rights granted under this Agreement and to perform its obligations under this Agreement.

7.1.2 The Goods will be free from defects in design, material and workmanship and shall not infringe any intellectual property rights of any third party.

7.1.3 It shall own or otherwise have the right or means to provide the Goods to Firstsource.

7.2 The Company warrants and represents that in relation to any Services it is providing:

7.2.1 all output data provided as part of the Services will be as specified in the Contract or, in the absence of such specification, will be in accordance with generally accepted industry standards for the same;

7.2.2 it has sufficient technical, managerial and professional expertise and resources to enable it to provide the Services;

7.2.3 it shall use an adequate number of individuals to provide the Services; and

7.2.4 the Services shall be provided in accordance with all relevant laws and regulations.

7.3 In addition to the provisions of Clauses 7.1 and 7.2, the Company warrants and represents that it will comply with all applicable laws and regulations in relation to its provision of the Goods and/or Services it is providing

## 8. CONFIDENTIAL INFORMATION AND SOURCE MATERIALS

8.1 Each party shall maintain secret and confidential all Confidential Information obtained from the other in the course of or pursuant to the Contract or prior to and in contemplation of it. The party receiving such Confidential Information shall respect the other's proprietary rights therein and shall use the same exclusively for the purposes of the Contract.

8.2 The party receiving such Confidential Information shall not disclose the same to any third party save to those of its employees and sub contractors to whom and to the extent that such disclosure is essential for the purposes of the Contract.

8.3 This clause shall not apply to any information which was already lawfully in the possession of the party receiving it and any information in the public domain otherwise than by the fault of the party receiving it.

8.4 Firstsource warrants that it has authority to instruct the Company to deal with the source materials as necessary to enable the Company to provide the Services without infringing the copyright or other intellectual property of a third party and that the source materials are not defamatory or obscene.

8.5 Subject to sub-clauses 8.6 and 8.7 Firstsource shall fully and effectually indemnify and keep indemnified the Company and its sub contractors in respect of all losses, damages, costs, claims, actions and demands arising directly or indirectly out of any breach of the warranty in sub clause 8.4.

8.6 Notwithstanding anything to the contrary in this clause 8 the Company shall have a duty to mitigate any loss which it may incur as a result of a matter giving rise to indemnification under sub-clause 8.5.

8.7 If the Company wishes to assert its right to be indemnified in respect of third party claims it shall (in addition to fulfilling its obligations pursuant to sub-clause 8.6:

8.7.1 promptly provide Firstsource and its advisors reasonable access to premises and personnel and to all relevant assets, accounts, documents and records that it possesses or controls (with the right to take copies) for the purposes of investigating the matter and enabling Firstsource to take the action referred to in sub-clause 8.7.2;

8.7.2 allow Firstsource (at its request) to use its chosen advisors and to have the exclusive conduct of the proceedings;

8.7.3 make no admission of liability or any other statement in respect of or settle the matter without first obtaining Firstsource's prior written consent (not to be unreasonably withheld or delayed); and

8.7.4 promptly take any action and give any information and assistance as Firstsource may reasonably request to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against a third party the Company or Firstsource's rights in relation to the matter.

## 9. INTELLECTUAL PROPERTY

9.1 All ownership and intellectual property rights in output produced specifically for Firstsource shall vest in Firstsource, and the Company hereby irrevocably assigns the same to Firstsource. The Company shall, at Firstsource's request, do all such things as may be necessary to perfect such assignments.

9.2 Any existing patent, trade mark, registered design, copyright or other proprietary right of Firstsource and any such right or rights developed by Firstsource independently of this Contract ("Firstsource Intellectual Property Rights") shall remain the property of Firstsource.

9.3 The Company shall indemnify on demand and hold harmless Firstsource and each of Firstsource's associates, officers, directors, employees, agents, shareholders and partners (the "Indemnified Party") from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, legal costs and expenses and VAT thereon) and liabilities suffered or incurred, directly or indirectly, by the Indemnified Party in consequence of any claims that the Goods and/or Services (or any materials produced by or on behalf of the Company as part of the provision of the Goods and/or Services) or the use or supply thereof by or to Firstsource infringe the patent, trade mark, registered design, copyright or any other proprietary right of a third party.

## 10. DATA PROTECTION

10.1 To the extent any data or information provided by Firstsource to the Company is personal data, Firstsource shall be data controller and the Company will be data processor of such personal data. In processing such personal data the Company shall:

10.1.1 take such technical and organisational security measures as are appropriate to ensure against unauthorised or unlawful processing of, and/or accidental loss or destruction of, or damage to, such personal data including all reasonable steps to ensure the reliability of any employees or agents who process or have access to such personal data; and

10.1.2 when Processing Personal Data on behalf of Firstsource, act only on and in accordance with reasonable instructions from Firstsource; and

10.1.3 if it receives any communication or request from an individual, regulator or third party which relates to such personal data (including any actual or alleged breach of the Data Protection Laws) it shall without delay forward such communication to Firstsource and provide reasonable cooperation and assistance to Firstsource in relation to the same.

10.2 Firstsource warrants that it will at all times have the necessary and proper consents required under Data Protection Laws in order to pass personal data to the Company and to authorise the processing of such data.

## 11. TERMINATION

11.1 Either party may terminate this Contract on written notice to the other party where the first party considers the other party has failed to perform in part or in whole its obligations under the Contract and:

11.1.1 where the failure is capable of remedy, the party in breach fails to remedy such failure within thirty (30) days of written notice from the first party specifying the failure and requiring its remedy; or

11.1.2 the failure is not capable of remedy.

11.2 If the Company, being an individual(s), shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or any of them or; if the Company, being a limited company, shall make or offer to make any arrangement or composition with creditors or any resolution or petition to wind up the Company (other than for the purposes of a solvent reconstruction or amalgamation) or for an administration order in respect of the Company shall be passed or presented, or if a receiver of the property undertaking or assets (or any part thereof) of the Company shall be appointed or if any analogous procedure shall be taken in respect of the Company in any jurisdiction or if the Company shall commit any breach of its obligations hereunder, then, and in any such case, Firstsource may forthwith (and without prejudice to any other right or remedy of Firstsource):

11.2.1 suspend or determine the Contract or any unfulfilled part thereof;

11.2.2 stop any Goods and/or Services in transit.

11.3 Such termination shall be without prejudice to Firstsource's accrued and continuing rights under these Conditions.

## 12. LIABILITY

12.1 All materials provided by Firstsource to the Company in connection with the Company's provision of the Goods and/or Services shall remain the property of Firstsource and Company shall be liable for any loss or damage thereto and the Company shall be responsible to insure the same.

12.2 Neither party shall be responsible for non-performance in whole or in part of its obligations nor under any liability to the other under the Contract if such non performance or liability is due to any cause beyond the control of the party in default (or its sub contractors) including, without limitation, act of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, third party strike or labour dispute, flood, fire or tempest.

12.3 Nothing in this Contract shall operate so as to exclude a party's liability for death or personal injury arising out of its negligence or for fraud.

12.4 The Company shall indemnify and hold Firstsource harmless from and against any and all losses incurred or suffered by Firstsource, in respect of:

12.4.1 any death or personal injury of any person arising out of the performance of the Services hereunder, or any act, omission, negligence, or breach of statutory duty by the Company, any subcontractor, agents and/or employees howsoever arising;

12.4.2 any loss or damage to any property (real or personal) of any person arising out of the performance of the Services hereunder, or any act, omission, negligence, or breach of statutory duty by the Company, any subcontractor, agents and/or employees, however arising;

12.4.3 any failure, default or negligence on the part of the Company in respect of the performance of its obligations hereunder.

12.5 Each foregoing sub clause of this clause shall constitute a separate and severable agreement. The provisions of this clause shall continue in effect notwithstanding the termination or completion of the Contract or any other matter which might otherwise cause the Contract to become ineffective.

12.6 Notwithstanding the foregoing, neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Firstsource's maximum liability for any damages arising out of or related to the Contract, whether in

contract or tort, or otherwise, shall not exceed the charges paid by Firstsource to the Company during the month in which the cause of action has arisen

### 13. ETHICAL BUSINESS PRACTICE, ANTI-CORRUPTION AND SLAVERY

13.1 In the event that the Company reasonably believes that it has been asked to undertake or participate in activities inconsistent with prudent and/or ethical business practice, the Company shall promptly inform Firstsource's Head of Legal.

13.2 In the event that Firstsource reasonably believes that it has been asked to undertake or participate in activities inconsistent with prudent and/or ethical business practice, Firstsource shall promptly inform the Company's Managing Director.

13.3 Where such notification has been given pursuant to Clauses 13.1 or 13.2 and the party receiving the notification takes no further action, the notifying party shall not be liable in any circumstances for any claims arising as a result of the receiving party failing to take appropriate action.

13.4 The Company shall and shall procure that any employee, agent, consultant or representative of the Company shall comply with:

13.4.1 all applicable anti-bribery and anti-corruption legislation including, without limitation, the Bribery Act 2010 and any applicable European Union Directives,

13.4.2 all applicable anti-slavery and anti-trafficking legislation including, without limitation, the Modern Slavery Act 2015 as amended from time-to-time,

13.4.3 Firstsource's codes and policies on business ethics, anti-bribery and gifts and entertainment which can be found at <http://www.firstsource.com/investors/?tab=corporate-governance> as amended from time to time, and any breach of this Clause 13.4 shall be deemed to be a non-remediable material breach of this Agreement.

13.5 In the event that the Company becomes aware of any actual or potential breach of Clause 13.4 it shall immediately notify Firstsource by sending an e-mail setting out all relevant details to [whistleblowing@firstsource.com](mailto:whistleblowing@firstsource.com).

13.6 Firstsource shall be permitted to audit the Company's compliance with this Clause 13 and the Company shall fully cooperate with Firstsource in this regard which shall include, without limitation, providing all relevant information.

### 14. MISCELLANEOUS

14.1 The Contract shall form the entire agreement between the parties and supersede any previous agreement and (save so far as expressly preserved hereby) representations oral or otherwise made by either of the parties. The parties warrant that they have not relied on any representation made by the other party in entering into the Contract save as may be expressly set out in the Contract.

14.2 Failure by either party at any time to enforce any right claim or provision of the Contract or arising thereunder shall not be construed as a waiver of such right, claim or provision.

14.3 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract save as provided by clause 14.3. This clause 14.3 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

14.4 The Company may not assign the benefit of the Contract or subcontract any of its obligations without the prior written permission of Firstsource.

14.5 In construing the Contract, the following provisions shall apply:

14.5.1 if the Company consists of more than one person, corporation or entity then their obligations hereunder shall be joint and several,

14.5.2 clause headings are for ease of reference only and shall be ignored,

14.5.3 in the event of any conflict