



PO Number: IDEX002/CS /2020-21

PO Date: June 22nd, 2020

To

Connectivity IT Solutions Private Ltd.
#1877, 3rd Floor, 31st Cross, 10th Main,
BSK 2nd Stage Bengaluru,
Karnataka, India. Pin: 560070

Kind Attention: Mr Shivakumar T.C. Cell - +91 09916977702,
shivakumar@connectivitysolutions.in

Sub: **Purchase Order for Cisco Meraki Renewal for 1 year.**
Ref: CS-SQ-BLR-2020-21-000422, Dated 19th June 2020.

Please consider this as a purchase order for the following:

Product No	Product/Service Description	QTY	Unit Price	Price	Tax (9%+9%)	Net Price INR
CON-ROB-MS1208FP	RMA ONLY 8X5XNBDMeraki MS120-8FP 1GL2Cld Md8x GigE 127WPoESw	1	3,981.90	3,981.90	358.37*2	4,698.64
LIC-MS120-8FP-1YR	Meraki MS120-8FP Enterprise License and Support, 1 Year	1	2,914.55	2,914.55	262.31*2	3,439.17
				Total Rs (including taxes)		8,137.81

1. This purchase order is subject to terms and conditions stated on page 2 to 5.
2. Invoice each P.O. separately in duplicate specifying the P.O. number and shipping information.
3. All duties and taxes shall be shown separately on invoice where applicable

P O Authorized by

Name: B Sri Kishore

Date: 22nd June 2020

Received by

Name:

Date:

idexcel Technologies Private Limited

“Crystal Plaza” #9-11, Bhuvanappa Layout, Hosur Road, Bangalore – 560 029, INDIA.

Phone: +91 80 2550 8830, Fax: +91 80 2550 2975, www.idexcel.com

CIN No.: U72200TG2006PTC051449

Terms and Conditions

1. **Definitions.** "Deliverables" means the goods, materials, products, software, technical data, intellectual property, drawings, personal property, personnel, services or items identified and/or listed in this purchase order for Buyer's internal use and resale.
"Purchase order", "Agreement" and "Contract" are synonymous and they are interchangeably used throughout this purchase order.
2. **Entire Agreement.** This purchase order is raised based on discussion Buyer had with Seller and as per the scope of work defined during the discussion and also terms and conditions agreed between the buyer and Seller. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings, written or oral agreements between the parties respecting the subject matter. This Agreement shall be binding on and endure to the benefit of the parties to it, and their respective heirs, executors, administrators, legal representatives, successors and assigns.
3. **Acceptance of Purchase Order.** The Seller shall accept the purchase order and within 3 days of accepting the purchase order, the Seller shall start the work and complete the work as per schedule mutually agreed to between the Seller and the Buyer.
4. **Validity or Terms of Purchase Order.** The purchase order is valid for one Month from the start date and shall be automatically terminated after the expiry of the same. However, either party can terminate the same, without any reason, giving one month's notice in writing before the end of the purchase order period.

It may be extended or renewed at the end of expiry of contract date. If it is not renewed at the end of expiry date, it shall be deemed as extended with the same terms and conditions till a date when it is formally extended or renewed.
5. **Packing and Shipping.** The Seller package the product as per manufacturer's instructions and ship to the ship to address specified in the purchase order at his own cost.
6. **Payment Terms and Price.** Invoice shall be raised in the name of Idexcel Technologies (P) Ltd. Payment of invoices is due 30 days after Buyer's receipt of an undisputed invoice. No invoice shall considered received by Buyer prior to Buyer's acceptance of applicable product and associated services, unless this order specifically calls for delivery in installments. Installment invoices will not be considered received until Buyer's acceptance of the services in the applicable installments is in compliance with this order. If bonafide dispute exists regarding amounts due on any invoice, Buyer shall pay undisputed items and promptly report the disputed items to Vendor. Buyer shall pay the amount, if any, mutually agree to be due with respect to any disputed items after resolution. Payment will be made after 10 days of receiving the invoice.
7. **Warranty.** Vendor warrants that (i) it has good and marketable title to the product and associated services and shall transfer good title upon delivery (unless this order is for a lease or license which has been properly scheduled: (ii) product and services provided by vendor shall be completed by qualified personnel in a professional and workmanlike manner and in accordance with Buyer's requirements, current industry standards and reasonable care. The

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- warranties set forth herein are in addition to any warranties that Vendor may make to Buyer in any separate document or which may exist by operation of law. If the product and associated services are licensed, leased, or provided by a third party, Vendor hereby assigns and agrees to assist Buyer at no additional cost, in obtaining the benefits of all warranties of such third parties, which warranties shall be in addition to the warranties given by Vendor.
8. **Inspection and Acceptance.** The payment shall be made only after acceptance of the product and associated services by the buyer. If the buyer rejects the product and associated services, then the Seller shall return the advance amount paid with interest accrued from the date of payment till date of rejection at an interest rate mutually agreed to between buyer and Seller.
9. **Default and Remedies.** Buyer may, by written notice to Seller, cancel this purchase order or any release or order subject to this purchase order for default, (a) if Seller fails to deliver the Deliverables strictly within the time specified in this purchase order, or if no time is specified, within a reasonable time; (b) if the Deliverables delivered do not conform to this purchase order or if Seller fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms. Upon such cancellation, Buyer shall not be liable to Seller for any amount.
10. **Liability Limitation.** Buyer's cumulative liability to Vendor for any loss or damage, for any cause whatsoever (including, but not limited to, those arising out of or related to this order and regardless of the form of action, shall be limited to the total amount payable for services by Buyer under this Order. IN NO EVENT BUYER SHALL OR HIS AFFILIATES BE LIABLE UNDER ANY OTHER THEORY TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.
11. **Ownership or Title.** Title and risk of loss pass to Buyer upon receipt of the product and associated services at Buyer's designated address of destination.
12. **Taxes and Duties.** Unless specified otherwise on this purchase order, the prices stated in this purchase order include all applicable taxes and duties. Any applicable state or local sales and use taxes shall be separately itemized in Seller's invoice. Seller acknowledges and agrees that Buyer has the right to withhold any applicable taxes from any payment due under this Order as may be required by any relevant government authority and/or as may be required under any applicable regulations or laws.
13. **Legal and Regulatory.** The supplier agrees to comply with all the statutory rules and regulations, and Idexcel Technologies Private Limited shall not be liable for the supplier's liability.
TDS will be deducted according to the existing norms. This includes wages, all statutory charges or compliance.
14. **Compliance with Law.** Each party shall comply with all applicable law, including without limitation, government export control laws.

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15. **Privacy Laws.** Where applicable, the Supplier shall comply with the provisions of any privacy legislation in accordance to the laws of the respective country of origin. The Buyer does not give the Supplier permission or consent to use any personal information obtained through this contract for any purpose other than the supply of goods and services to the Buyer.
16. **Governing Law.** This purchase order shall be governed by and construed in accordance to the laws of the Republic of India and that the Bangalore courts shall have exclusive jurisdiction.
17. **Confidential Information.** The term "Confidential Information" as used throughout this Agreement means any and all trade secrets and any and all data and information which are sensitive and critical to organization's business operations. Confidential Information includes any data, plan, design, and any other record or information relating to the present or future business, product, or service of the organization. All Confidential Information and copies thereof are the sole property of the organization.

Seller shall undertake to hold all such information in strict confidence, and not

- a. disclose such confidential information either in whole or in part to any person other than those of his officers, employees, and agents who need to know such information for the purpose authorized hereunder provided that each of such officers, employees, and agent has agreed in writing to maintain the confidentiality Confidential Information in accordance with the terms hereof or
- b. use such information for any other purpose whatsoever,

Notwithstanding the foregoing, the term Confidential Information shall not apply to information that the organization has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

At any time upon request by the organization, and upon termination of this Agreement, the Seller shall return promptly to the organization, all such Confidential Information and associated assets, records furnished, used or generated by the Seller during the course of this Agreement.

18. **Acceptable use of Assets / Information** The supplier and its staff shall take proper and reasonable precautions to preserve the company property from loss, theft, destruction, waste or misuse and shall not lend to any person or any other company any of the assets of the company.
In the event of any loss caused to the company's property, as a result of any lapse on the part of the agency which will be established after a joint enquiry, the company can claim the demurrages equivalent to the value of the loss or damage from the agency.
19. **Service Report.** The supplier agrees to submit a detailed inspection/work report carried out at Idexcel Technologies (P) LTD.
20. **Change or Amendments.** Buyer shall have the right by written notice to change the terms of this purchase order, the drawings, specifications or other descriptions, the time, method or place of delivery or the method of shipment or packaging or to suspend delivery of the Deliverables. Upon receipt of such notice, Seller shall proceed promptly to make such changes. If any such change causes a change in the cost of the Deliverables or in the time required for performance, Seller shall provide prompt notice to Buyer of any such change and an equitable adjustment shall be negotiated promptly and this purchase order shall be modified in writing accordingly.

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21. **Termination.** At any time Buyer, at its option, may terminate this order for convenience in whole or in part by written notice. A stop work order or any other form of written notice requiring Seller to immediately cease performance under this purchase order shall obligate Seller to immediately stop work and take any actions necessary to mitigate the impact of such notice. If Buyer does not give Seller written notice to resume work within twenty (20) days after its initial stop work order, this purchase order shall then be deemed terminated for Buyer's convenience as of the twenty-first (21st) day after the initial stop work order. Any claim of Seller shall not exceed reasonable demonstrated costs it has incurred in performance of this purchase order prior to notice of termination and shall in no event exceed the total amount of this purchase order. Buyer shall remit to Seller any payment due to Seller for documentable and reasonable costs incurred before receipt of Buyer's notice of termination in performance of this purchase order.

At any time upon request by the organization, and upon termination of this Agreement, the Seller shall return promptly to the organization, all such Confidential Information and associated assets, records furnished, used or generated by the Seller during the course of this Agreement.

22. **Delays.** Whenever any event beyond the reasonable control and without the fault or negligence of the Seller is delaying or threatens to delay the timely delivery of the Deliverables, Seller shall immediately give written notice of delay, including all relevant information regarding the delay, to Buyer. In addition, Seller shall take all reasonable steps to avoid or remove the cause of such delay and mitigate the harm of such delay to Buyer and will resume performance (if suspended) as soon as the cause of delay is removed.

23. **Personal Injury and Property Damage Indemnification.** Seller agrees at its expense to indemnify, defend, and hold harmless Buyer, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users from any and all loss, claims and liability, for death, injury or disability of any person or damage to or destruction of property (including, without limitation, the loss of use of any property or the presence of hazardous substances at any property) caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees in connection with the performance of this purchase order.

24. **Assignment and Subcontract.** Neither this purchase order nor any duty or right under this purchase order shall be delegated, assigned or subcontracted without the prior written consent of Buyer. Any assignment not made in accordance with the terms and conditions of this Section is void and of no effect.

25. **Advertising.** Seller shall not without the prior written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Deliverables under this purchase order.

Best regards,
For Idexcel Technologies (P) Ltd.

For CONNECTIVITY IT SOLUTIONS PVT. LTD

B Sri Kishore
IS Head

Shivakumar T C

idexcel Technologies Private Limited

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