

Purchase Order

PO/MAKS/(HW/SW/GEN)/2019-20/No.281

Dated: 22nd October, 2019

M/s. Connectivity IT Solutions Pvt Ltd

#1877, 3rd Floor, "Gangothri",

31st Cross, 10th Main,

Banashankari 2nd Stage,

Bengaluru 560070

Phone: +91 80 26713547

Quotation ref: SQ-CS-INR-009SR-18-19 dated 21st Oct 2019

Dear Ms. Sowmya,

This is with reference to our agreed price rate, we are pleased to order the following Items as per the description and terms and conditions mentioned below:

S. No	SKU	Item Description	Qty	Unit Price (INR)	Total Price (INR)
1	6599-829-409	Jabra Evolve 65 UC Stereo /Bluetooth/Wireless Headset: 2 years replacement warranty (OEM)	5 No's	15,000	75,000
					Total 75,000
All applicable local taxes extra as per STPI/SEZ norms defined by GST Act as on date of Billing					Extra
					Grand Total 75,000

Delivery & Billing Address: Embassy Tech Village, SEZ Unit - 1, Building 2A, Phase 2 East Wing, 3rd Floor, Outer Ring Road, Devarabeesanhalli, Varthur Hobli, East Taluk, Bangalore 560 087.

Terms and Conditions:

- Delivery:** - Within 10 Days from the date of PO. 30 days Credit line.
- Payments:** - Within 30 days of delivery / on submission of Tax Invoice (Subject to TDS as applicable).
- Penalty on denial of this PO and delay penalty:** - 100% PO value in case of accepting this PO and later not completing the delivery.
- Warranty:** - Two Years replacement warranty by OEM.
- Others:** - If your invoice to be attested from SEZ officer, you should let us know within 15 days from the date of invoice.
- E Way Bill:** - Vendor shall be responsible for issuing E-Way bill for product delivered to us as required per GST norms.
- Billing:** - Moody's Analytics Knowledge Services (India) Private Limited, SEZ Unit-1
- The invoice must be signed digitally/ manually, should be mentioning our PO # and should be accompanied with a PO copy. Further, the invoice should be marked "ORIGINAL FOR RECIPIENT" (Top Right side preferably).

Sincerely



Authorized Signatory (Procurement)

Please Note: INVOICES MUST BE RECEIVED ADDRESSED TO "MOODY'S ANALYTICS KNOWLEDGE SERVICES (INDIA) PRIVATE LIMITED LIMITED" OR PAYMENT WILL NOT BE ISSUED.
THIS PURCHASE ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS ATTACHED WHICH ARE INCORPORATED HEREIN AND ARE A PART HEREOF.

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These terms and conditions (the "Terms") govern Supplier's provision of the products and/or performance of services (referred to herein together and separately as "Products") purchased by Moody's Corporation and/or its affiliate(s) or subsidiary(ies) (together, "Moody's") pursuant to the purchase order form or invoice to which these Terms are attached (the "Order," and together with these Terms, the "PO"). By providing Products to Moody's hereunder or otherwise accepting the PO, Supplier affirmatively agrees to these Terms to the exclusion of any Supplier terms and conditions.

1. Supplier shall provide the Products specified on the Order at the prices agreed to by the parties therein. Unless otherwise indicated on the Order, prices stated in the Order include all applicable taxes (if any and if not separately shown), including for sales, consumption, GST or VAT, and all fees and ancillary costs (such as for packaging and transport). Supplier shall also provide Moody's with a GST (defined below) compliant invoice in respect of any payment of GST, and will also provide the receipt voucher, refund voucher, credit notes, debit notes, etc., or any other document as may be prescribed under applicable laws to avoid any credit related disputes and within the timelines as prescribed under applicable laws. In addition, the Supplier shall be responsible for generating the E-way bill, as applicable, before sending the Products which are in the nature of goods and materials to Moody's. These Terms will become effective upon Supplier's (i) express acceptance of the PO, or (ii) provision of the relevant Products (whichever is the earlier), and shall continue through Moody's acceptance of the Products, subject to termination or expiry of this PO. Moody's may terminate this PO, in whole or in part, immediately upon written notice to Supplier if Supplier is in breach of its duties under this PO. Any provision of this PO that contemplates performance or observance after its termination or expiration (including confidentiality, limitation of liability and indemnification provisions) will survive termination or expiration hereof. Further, depending on the place of supply, location of the Supplier (from where the Products shall be supplied to Moody's), location of Moody's to where the invoice will be issued by the Supplier shall also include (i) the type of GST and rate of GST applicable of the Products to be provided by the Supplier under the PO; (ii) address and GST registration number of Moody's entity/premise where such supply is to be made; and (iii) address and GST registration number of Supplier from where such supply is to be made. "GST" shall mean the Goods and Services Tax to be levied on sale, manufacture and consumption on goods and services at both central government and state level in terms of the Applicable Laws. The Service Provider hereby agrees and undertakes to ensure that the invoices are raised and delivered to Moody's within the time prescribed under this Agreement.
2. Supplier represents, warrants and covenants that: (i) it has full authority to enter into this PO, and title to the Products is free and clear; (ii) the Products will materially conform to the specifications set forth in the Order or otherwise communicated to Supplier by Moody's; (iii) it shall, and shall cause its employees, contractors, subcontractors and agents (collectively, "Supplier Personnel") to, comply with any and all applicable laws, regulations and orders of any governmental, judicial or administrative authority that apply to or govern Supplier, the Products or performance hereunder (together, "Law(s)"); and (iv) all Products will, for a period of not less than ninety (90) days after delivery (or performance in the case of services) ("Warranty Period"), be free from defects, and perform in accordance with and conform to the requirements specified in the PO. At no cost to Moody's, Supplier shall promptly correct and repair any defect, malfunction or non-conformity that prevents a Product from conforming and performing as warranted during the Warranty Period. This clause 2 is without prejudice to any other warranty provided by Supplier or any third party in respect of the Products and any condition, warranty or right implied by, or statutory guarantee contained in, any Law. In addition to the foregoing, Supplier will comply with any other applicable Laws of any jurisdiction relating to employment, workplace safety and human rights.
3. Supplier shall keep strictly confidential all non-public, competitively sensitive and/or private information and materials of Moody's (or any of its vendors or customers) that may be obtained by Supplier in connection with its performance under the PO ("CI"), and shall exercise the same degree of care for Moody's CI as it uses to protect its own confidential information, but in any event, not less than reasonable care. If a disclosure of CI is required by Law, Supplier shall, to the extent permitted by Law, inform Moody's as soon as reasonably practicable after Supplier becomes aware of its obligation to disclose. Upon written request, Supplier will promptly destroy or return all CI to Moody's.
4. Supplier shall, at its sole expense, indemnify, defend and hold harmless Moody's, its affiliates and their respective employees, directors, officers, successors, and assigns from and against any and all third-party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) negligence or willful misconduct of Supplier or Supplier

Moody's Analytics Knowledge Services (India) Private Limited (formerly known as Amba Research (India) Private Limited)
Registered Address: Elixir Chancery Building, 7th Floor, Municipal Door No. 135 / 1-2, Residency Road, Bangalore, Karnataka - 560 025 India
CIN: U72100KA2004PTC034485 | www.maknowledgeservices.com | contact_maks@moodys.com



Personnel; (ii) any claim that any Product(s), or the use thereof by Moody's, infringes, misappropriates or otherwise violates any intellectual property rights or any privacy, publicity, proprietary or contract rights of a third party; (iii) death or bodily injury or damage to property attributable to Supplier or Supplier Personnel; (iv) Supplier's failure to comply with any applicable Law; (v) the inability of Moody's to avail the applicable input tax credit charged by the Supplier or Moody's incurring credit loss as a result of Supplier : (1) being black-listed; (2) not meeting the compliance rating criteria; (3) delaying the delivery of the invoice to Moody's within a specified time; (4) default; (5) Products being withheld by the GST officer in transit due to any flaw in the documentation or (5) for any other reason not attributable to Moody's; or (Vi) allegations of Supplier Personnel claiming they are employees of Moody's or entitled to Moody's benefits.

5. EXCEPT AS STATED BELOW, THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL MOODY'S OR ITS AFFILIATES BE LIABLE TO SUPPLIER OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS PO, IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR (I) ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIM; (II) LOST PROFITS OR REVENUES; OR (III) DAMAGES THAT EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID AND PAYABLE BY MOODY'S FOR THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTHING IN THIS PO SHALL EXCLUDE MOODY'S LIABILITY (A) FOR DEATH OR PERSONAL INJURY, (B) RESULTING FROM FRAUD, OR (C) WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.
6. Supplier represents and warrants that it (a) will not, in connection with this PO, promise, provide or accept any improper inducements and that it will comply with all applicable anti-bribery, anti-money laundering and export and sanctions Laws; and (b) is not, nor is it owned (50% or more) or controlled by or acting on behalf of or for the benefit of, person(s): (i) included on any list of asset freeze targets published by the U.N., E.U., U.K. or United States; or (ii) organized under the laws of, or ordinarily resident in, a country or territory subject to comprehensive economic or trade sanctions imposed by the United States (currently Crimea, Cuba, Iran, N. Korea, Syria and Sudan) or a governmental instrumentality thereof.
7. In the absence of a Contract (defined below), this PO constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between Moody's and Supplier, including prior bids, quotes or forms, except as expressly stated herein. This PO may not be (i) supplemented, modified, or governed by any shrink-wrap or click-wrap agreement, online terms of use, or any confirmation, acknowledgement, order form, or other sales or shipping form of Supplier (together, the "Standard Terms"), and any such terms are affirmatively rejected and shall be void and of no effect; or (ii) amended, altered, or superseded (including by the Standard Terms) other than by a written agreement signed by authorized representatives of both parties hereto covering the subject matter of this PO (a "Contract"). In the event of any conflict between a Contract and this PO, the Contract shall govern. Supplier may not assign this PO or any right or obligation herein, absent Moody's prior written consent. This PO shall bind and accrue to the benefit of the parties hereto, and their respective successors and permitted assigns. Nothing in this PO shall be construed to create an employer-employee, partnership, joint venture, agency or other relationship between Moody's and Supplier and/or any Supplier Personnel. Supplier may not use or refer to the corporate names, trademarks, service marks or logos of Moody's or its affiliates or subsidiaries, in any manner for promotional purposes without the prior written consent of Moody's. No delay or omission on the part of either party in exercising any right hereunder, nor any payment made of any amounts owed hereunder, will operate as a waiver of any right hereunder. This PO shall be governed and construed in accordance with the laws of the India. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods as either may be amended from time to time, shall not apply to the extent inconsistent with any of the terms of this PO. This PO does not create any rights which are enforceable by any person not a party to it. If any provision of this PO shall be deemed, for any reason, to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the extent compatible with applicable Law.



Moody's Analytics Knowledge Services (India) Private Limited (formerly known as Amba Research (India) Private Limited)
Registered Address: Elixir Chancery Building, 7th Floor, Municipal Door No. 135 / 1-2, Residency Road, Bangalore, Karnataka - 560 025 India
CIN: U73100KA2004PTC034485 | www.maknowledgeservices.com | contact_maks@moodys.com