



ORDER NO. C4257-V4-R378

Issued on 20-Jun-2024 IST

Created on 20-Jun-2024 IST by NoelPradeep Robinson (293933)

SUPPLIER:

CONNECTIVITY IT SOLUTIONS PVT LTD
 AN013902262813RD FLOOR NO 1877 GANGOTHRI 31ST CROSS 10TH MAIN
 BANASHANKARI 2ND STAGE
 BANGALORE KA
 560070
 India
 Contact: sowmya@connectivitysolutions.in

TOTAL AMOUNT
1,465,422.68 INR

SHIP TO:

INMHMUMA03 : Airoli (AIR) Bld 5 & 9 SEZ
 Cognizant Technology Solutions India Private Limited (IN238),
 Unit Nos. 701 702 & 601,
 7th & part of 6th Office Level, SEZ, Building No.5 & 9,
 Navi Mumbai, Thane Mumbai MH
 Mumbai MH
 400708
 India

BILL TO:

INMHMUMA03 : Airoli (AIR) Bld 5 & 9 SEZ
 Cognizant Technology Solutions India Private Limited (IN238),
 Unit Nos. 701 702 & 601,
 7th & part of 6th Office Level, SEZ, Building No.5 & 9,
 Navi Mumbai, Thane Mumbai MH
 Mumbai MH
 400708
 India

DELIVER TO:

Bharanitharan.P@cognizant.com

PO End Date: 8-Jun-2029 GMT

Supplier Ordering Address: AN013902262813RD FLOOR NO 1877 GANGOTHRI 31ST CROSS 10TH MAIN BANASHANKARI 2ND STAGE BANGALORE, KA 560070 India

Supplier GST Number: 29AAGCC1283L1ZC

Buyer GSTIN: 27AAACD3312M8ZM

Requester: NoelPradeep Robinson (293933)

Contract ID: C4257-V4

Supplier PAN#: AAGCC1283L

LINE ITEM DETAILS (6 LINE ITEMS)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
1	Cisco Catalyst C8200-1N-4T Router	C8200-1N-4T	2	11-each	198,407.02 INR	0.00 INR	396,814.04 INR			396,814.04 INR

Full Description: Cisco Catalyst C8200-1N-4T Router

GL Business Unit:

Description: CTS SEZ Airoli Mumbai

Asset Profile:

Asset Location:

Asset: NEXT

Location Code:

ID: INMHMUMA03

Name: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

Description: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

Address: Cognizant Technology Solutions India Private Limited (IN238), Unit Nos. 701 702 & 601,7th & part of 6th Office Level, SEZ, Building No.5 & 9,Navi Mumbai, Thane Mumbai MH,
 City: Mumbai
 State: MH
 Postal: 400708
 Location Status: SEZ
 Buyer GST Number: 27AAACD3312M8ZM
 Region: India

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
2	SNTC-8X5XNBD Cisco Catalyst C8200	CON-SNT-C82001N4	2	11-each	160,450.48 INR	0.00 INR	320,900.96 INR			320,900.96 INR

Full Description: SNTC-8X5XNBD Cisco Catalyst C8200

GL Business Unit:

Description: CTS SEZ Airoli Mumbai

Location Code:

ID: INMHMUMA03

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Description: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

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City: Mumbai

State: MH

Postal: 400708

Location Status: SEZ

Buyer GST Number: 27AAACD3312M8ZM

Region: India

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
3	Cisco Catalyst 8200 Edge 32GB memory	MEM-C8200-32GB	2	11-each	157,247.20 INR	0.00 INR	314,494.40 INR			314,494.40 INR

Full Description: Cisco Catalyst 8200 Edge 32GB memory

GL Business Unit:

Description: CTS SEZ Airoli Mumbai

Asset Profile:

Asset Location:

Asset: NEXT

Location Code:

ID: INMHMUMA03

Name: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

Description: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

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City: Mumbai

State: MH

Postal: 400708
 Location Status: SEZ
 Buyer GST Number: 27AAACD3312M8ZM
 Region: India

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
4	Cisco Catalyst 8000 Edge SSD M.2 NVMe 600GB	SSD-M2NVME-600G	2	11-Jun-2024	137,591.30 INR	0.00 INR	275,182.60 INR			275,182.60 INR

Full Description: Cisco Catalyst 8000 Edge SSD M.2 NVMe 600GB

GL Business Unit:

Description: CTS SEZ Airoli Mumbai

Asset Profile:

Asset Location:

Asset: NEXT

Location Code:

ID: INMHMUMA03

Name: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

Description: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

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City: Mumbai

State: MH

Postal: 400708

Location Status: SEZ

Buyer GST Number: 27AAACD3312M8ZM

Region: India

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
5	1000BASE-LX/LH SFP transceiver module, MMF/...	GLC-LH-SMD	4	11-Jun-2024	39,115.41 INR	0.00 INR	156,461.64 INR			156,461.64 INR

Full Description: 1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM

GL Business Unit:

Description: CTS SEZ Airoli Mumbai

Asset Profile:

Asset Location:

Asset: NEXT

Location Code:

ID: INMHMUMA03

Name: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

Description: INMHMUMA03 : AIR : Airoli (AIR) Bld 5 & 9 SEZ

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State: MH

Postal: 400708

Location Status: SEZ

Buyer GST Number: 27AAACD3312M8ZM

Region: India

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
6	USB Type A to USB Micro-B (2m)	CAB-USB-UB=	1 each	11-Jun-2024 IST	1,569.04 INR	0.00 INR	1,569.04 INR			1,569.04 INR

Full Description: USB Type A to USB Micro-B (2m)

GL Business Unit:

Description: CTS SEZ Airoli Mumbai

Asset Profile:

Asset Location:

Asset: NEXT

Location Code:

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City: Mumbai

State: MH

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Location Status: SEZ

Buyer GST Number: 27AAACD3312M8ZM

Region: India

TOTAL AMOUNT
1,465,422.68 INR

COMMENTS

- NoelPradeep Robinson (293933), 29/05/2024:

SHIP TO ADDRESS

"Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager
Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com"

Taxes as per actual

Cisco Catalyst 8000 Edge RFID - 1RU C-RFID-1R "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008

Cisco Catalyst 8200 Rack mount kit - 19" 1R C8200-RM-19-1R "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008

Network Plug-n-Play Connect for zero-touch device deployment NETWORK-PNP-LIC "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008

Cisco Catalyst 8200 Edge NIM Blank C8200-NIM-BLANK "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008

Cisco Catalyst 8200 Edge PIM Blank C8200-PIM-BLANK "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008

TE agent for IOSXE on Enterprise Routing TE-R-SW "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008

Power Cord Jumper, C13-C14 Connectors, 1.4 Meter Length India CAB-C13-C14-IN "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008

UNIVERSAL SC8KBEUK9-1712 "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008

IOS XE SD-WAN boot up mode for Unified image IOSXE-CTRL-MODE "Fortrea Drug Development India Private Limited Building No. 1, Unit No. 601, Raheja Mindspace Plot Nos. Gen/2/1/D, Gen/2/1/E & Gen2/1/F at MIDC Trans Thane Creek Industrial Area Shiravane, Nerul, Navi Mumbai, Maharashtra 400706, India ATTN:Subba Jestic Facilities Manager

Phone: +91 99 8710 1741 , Subbalaxmi.Jestic@Fortrea.com" 2 EA 0 0 0 0 0 ITNET0008 (NoelPradeep Robinson (293933), 29-May-2024 IST)

- AbhayPratap Singh (943755), 04/06/2024:

- Payment Terms : 100% payment 30 days from the date of submission of invoice, against delivery of Material/Services.
(AbhayPratap Singh (943755), 4-Jun-2024 IST)

TERMS AND CONDITIONS OF PURCHASE:

Cognizant Standard Purchase Order Terms and Conditions

General: This Purchase Order, together with these terms and conditions, and any attachments, exhibits, specifications, drawings, notes, comments, instructions and other information, whether physically attached or incorporated by reference (collectively referred to as this 'Purchase Order'), constitutes the entire and exclusive agreement between Cognizant and Supplier identified in this Purchase Order.

These terms and conditions form an integral part of this Purchase Order. Terms and conditions of sale shall not be changed by Supplier and no terms other than those stated herein will apply or be binding upon Cognizant, unless specifically amended in writing by mutually executed amendment agreement between Cognizant and Supplier.

Invoice: Supplier is expected to submit invoices with all supporting documents within five (5) days after the delivery of Goods and/or Services. In any case, Cognizant shall have no liability for invoices submitted to Cognizant following the expiration of ninety (90) days period post delivery of Goods and/or Services. Please refer to country specific invoice submission guidelines from the link <https://www.cognizant.com/us/en/information-for-suppliers>

Payment Terms: The terms of payment will be net ninety (90) days (Cognizant Standard pay terms) from the invoice date. Transaction specific terms and conditions pertaining to this Purchase Order are detailed in the comments section above.

Tax Collection at Source : In situations where Supplier is responsible for collecting taxes at source under the Indian Income-tax laws, Supplier shall explicitly mention such amounts separately on the invoice as per the applicable laws in force, collect such taxes, deposit such taxes to Government and issue certificate for the taxes collected at source within the timelines prescribed under the said laws. Supplier shall continue to be liable to Cognizant until issuance of such tax collection at source certificate. Further, Cognizant will not be liable to pay anything to Supplier towards taxes collection at source unless it is explicitly and separately mentioned on the invoice and Supplier alone is liable for any consequence on account of non-collection of tax.

Acknowledgement / Acceptance: Supplier is required to acknowledge this Purchase Order through the preferred electronic tool / email within five (5) working days from the date of Purchase Order. If Supplier refuses to accept the order exactly as written, Supplier will return it at once with reasons. Acknowledgement signifies that Supplier is in receipt of this Purchase Order, read the terms and conditions, understood, agreed and abide by this Purchase Order. Failure to submit acknowledgement shall be construed as acceptance of this Purchase Order in its entirety and by acceptance of this Purchase order, Supplier agrees to adhere to all terms and conditions hereof.

Term: The term of this Purchase Order shall commence on the Effective Date written above and shall continue unless the earlier of: (a) delivery of Goods and/or Services are completed; (b) all the Services under this Purchase Order are terminated; or (c) the Term Date (each the "Term").

Pricing: Prices mentioned in this Purchase Order shall not be changed unless specifically agreed by Cognizant in writing. If the price mentioned is incorrect or is not listed, Supplier must notify Cognizant immediately upon receipt of Purchase Order or prior to delivery of Goods and/or Services. The price shall remain valid for full duration of the supply and execution and no upward revision shall be entertained unless mutually agreed. Any and all price revisions shall be authorized by Cognizant prior to delivery of Goods and/or Services.

Freight, Octroi and Entry taxes if not negotiated / mentioned on this Purchase Order shall be paid on actuals, as agreed by Cognizant on submission of proof of original documents / challan.

Taxes: This Purchase Order excludes all applicable taxes. Supplier is responsible for and shall pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sale of Goods and/or Services as applicable.

If Cognizant provides a direct pay certificate, certification of an exemption from tax, or reduced rate of tax imposed by an applicable taxing authority, then Supplier agrees to take into consideration the respective certificate and accordingly exempt or charge lower taxes as the case may be on the invoice. The invoice issued by Supplier shall meet the entire statutory requirement as required under the respective laws.

Cognizant shall withhold taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. Cognizant may deduct reduced tax amounts or hold the withholding taxes where Supplier submits appropriate exemption certificates / documents before execution of payments.

Imports: For import transactions, Supplier is required to follow additional transaction specific Terms & Conditions mentioned in this Purchase Order.

Supplier to deliver products which are Restriction of Hazardous Substances (ROHS) compliant: Cognizant shall not be held liable for any damages as a result of Supplier using non ROHS compliance parts. Supplier shall indemnify, defend and hold Cognizant harmless against any expenses, damages, costs or losses resulting from any suit or proceedings against Cognizant using non-lead free, non-ROHS compliant parts in their end-products which require lead-free ROHS compliance parts. Failure to comply or ship ROHS compliant products would relieve Cognizant of any obligation to accept or pay for Goods.

Software License Delivery : Cognizant Manages all licenses centrally. Supplier is mandatorily required to transfer all LICENSE KEYS electronically to ITRMG@COGNIZANT.COM ONLY. License term non-compliance on account of delivery of license keys to any other email id will be Suppliers responsibility.

Packaging and Shipping: Unless otherwise specified, all Goods are to be delivered, shall be stored, boxed or packed without charge to ensure safety and/or not damaged till the same reaches the ultimate destination and comply with requirements or standards of common carriers. Packing list must accompany Goods, listing contents, quantity, part #, purchase order # and other relevant details as the case may be.

Mode of Dispatch: Goods to be delivered at the premises mentioned at the cost of Supplier. Any loss or damage during transit shall be borne by Supplier.

Quantity: The quantity indicated in this Purchase Order should be adhered to by Supplier. Cognizant shall not be held liable for any quantity variations.

Delivery: The timelines stipulated for delivery is the essence of this Purchase Order. Supplier must notify Cognizant in advance and within reasonable time about any such delays or non-performance. Failure to comply or ship on the date(s) and quantity(ies) specified shall, at Cognizant's option, relieve Cognizant of any obligation to accept or pay for Goods or undelivered Goods and/or Services, completed or in any state of fabrication. Cognizant may decide to purchase such required Goods and/or Services from elsewhere and such charges shall be borne by Supplier. Cognizant may cancel or terminate this Purchase Order or any remaining unshipped / undelivered Services balance at no cost or charges.

Good and/or Services will be subject to acceptance by Cognizant. If any Goods and/or Services fails acceptance but in Cognizant's opinion is curable, then Cognizant will notify Supplier specifying the respects in which such Goods and/or Services does not conform. Thereafter, Supplier shall promptly replace the defective Goods and/or Services with new Goods and/or Services.

"Goods" means those products and goods as detailed under this Purchase Order.

"Services" shall mean support and maintenance services provided in relation to the Goods purchased under this Purchase Order.

Supplier should provide scan copies of the invoice, packing list and air way bill along with the freight forwarder's contact details two (2) days prior to the date of loading at the port of origin. Any demurrage charges arising due to non-compliance of the above mentioned conditions, have to be borne by Supplier.

For India related purchases: Effective 1st April 2018, e-way bill generation (for any inter-state movement of goods) will be in Supplier scope for all Supplies against Cognizant order, without which the Goods will not be accepted into this zone and Supplier invoice will not be processed.

Special Conditions: Cognizant have the right to retain the payment / cancel this Purchase Order in part or in total, if the quality of the Goods and/or Services is not as per our specification set forth in this Purchase Order.

Right of Cancellation: Cognizant shall be entitled to cancel the order in whole or in part by written notice to Supplier. In the event of the notice of such cancellation, Supplier shall stop any delivery and cease all works including cancelling any works which may be placed on others. Cognizant's liability shall be limited to payment for value of work done and/or custom made products expensed up to the date of cancellation or standard cancellation charges whichever is the lower.

Insurance: Should any loss or damage occur before Cognizant takes the possession of Goods and/or Services, Supplier shall initiate and pursue claim till settlement. Supplier shall promptly make alternate arrangements for complete replacement or any damaged item(s) irrespective of settlement of claim by the underwriters. Supplier is required to maintain insurance for all Goods and/or Services or manpower deployed under this Purchase Order.

Returns: Cognizant will return non-conforming Goods to Supplier at Suppliers expenses. Payment will not constitute an acceptance of the Goods and/or Services nor impair Cognizant right to inspect the Goods and/or Services or invoke any of its remedies.

Termination of Purchase Order: Cognizant shall have the sole discretion to renew this Purchase Order after the expiry of this Purchase Order and may choose to terminate this Purchase Order by giving fifteen (15) days' notice to Supplier. This Purchase Order shall also be terminated with immediate effect by Cognizant if the Goods and/or Services are not rendered/ provided by Supplier as per specification of Cognizant or Supplier breaches any terms of this Purchase Order, SLAs, scope of Services, etc.

Confidential Information: Supplier agrees that the pricing and terms of this Purchase Order are confidential. Supplier agrees to maintain the confidentiality of any information and/or the contents of any documents provided/made available to it by Cognizant in connection with this Purchase Order and shall not, without the prior consent of Cognizant, disclose the same to any third party unless it is required under any statute or by any statutory authority.

Liquidated Damages: Liquidated Damages @ 0.5% per week or maximum of 5% of this Purchase Order value will be deducted from the total invoice value, in the event Supplier is unable to discharge the obligations mentioned herein under this Purchase Order.

Statutory Regulations: The Supplier shall be responsible to comply with statutes or regulations or ordinance or legal requirements of Central, State, Local and Municipal authorities and Supplier will indemnify and save harmless Cognizant, from all loss, damages, penalties, payments or other consequences, on account of any such violations.

Non-Solicitation: During the term hereof and for a period of twelve (12) months thereafter, Supplier shall not, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer or independent contractor of Cognizant who performed any work in connection with or related to the Services.

Intellectual Property: Supplier agrees that the deliverables that Supplier is obligated to furnish to Cognizant hereunder (collectively, the 'Deliverables') shall be the property of, and ownership thereof shall vest in, Cognizant. Supplier agrees to take all reasonably necessary actions which are necessary to assure the conveyance to Cognizant of all right, title and interest in, to and under any Deliverables, including copyright.

Warranty: Supplier warrants and represents that (a) Supplier has the proper skill, training and background to perform in a competent and professional manner the work set forth in this Purchase Order and that all Services will be performed in accordance with this Purchase Order and (b) all Goods and/or Services shall conform to the specifications in this Purchase Order or otherwise agreed to in writing by Cognizant and Supplier (c) Good and/or Services provided by Supplier will be free from any manufacturing defect and will not contain, nor will Supplier under any circumstance introduce, any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise cause any software to become inoperable or incapable of being used in the full manner for which it was designed and created (d) it will not use Cognizant's name, logo and trademark in any promotional materials or other communications with third parties without the prior written consent of Cognizant; (e) Goods and/or Services will not infringe the copyrights, trademarks, patents, trade secrets or other intellectual property rights, privacy or similar rights of any person or entity; (f) no actions have been brought or are likely to be brought against it that could prevent Supplier from performing its obligations under this Purchase Order; and (g) the Goods provided herein shall be new and unused.

Limitation of Liability: In no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever or (for lost revenues, profits, anticipated savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party. In no event shall Cognizant's liability to Supplier or any other person or entity arising out of or in connection with this Purchase Order exceed, in the aggregate the total fees payable by Cognizant to Supplier under this Purchase Order for Goods and/or Services delivered.

Ethics: Supplier agrees to perform its obligations under this Purchase Order with the highest ethical standards. Cognizant will not do business with any entity or person where Cognizant believes that: (a) payoffs or similar improper or unethical practices are involved; or (b) the business is in violation of any laws, including, but not limited to local environmental, employment, child and forced labor, safety and anti-corruption laws. Cognizant expects Supplier not to have a relationship with another entity or person or engage in any activity that results or may result in a conflict of interest, or embarrassment to Cognizant, or harm to Cognizant's reputation. Supplier will be required to certify that it has no affiliation with Cognizant, or its officers, directors, or employees. If Supplier fails to comply in any respect with all of these requirements, then Cognizant may immediately and without liability terminate this Purchase Order.

Supplier represents, warrants and covenants that it has received and read Cognizant's Supplier Standards of Conduct, located at https://www.cognizant.com/en_us/about/documents/supplier-standards-of-conduct.pdf and other policies located at <https://www.cognizant.com/us/en/information-for-suppliers>, which are incorporated herein by reference. Supplier shall abide by Cognizant's Supplier Standards of Conduct and other policies as may be notified to the Supplier from time to time.

Miscellaneous: This Purchase Order will be governed by the laws of the county/state where Cognizant contracting entity is located, without reference to the principles of conflicts of law. Neither party may assign or otherwise transfer any of its rights, duties or obligations under this Purchase Order without the prior written consent of the other party.

All Catalogue related PO will follow Terms & Conditions agreed on this Purchase Order.

For all related queries on Supplier Onboarding and Enablement, Contract Management, Purchase Requests/ Purchase Orders, Policies and Low Value Business, AP queries write to: GlobalP2PSupport@cognizant.com.