



Cisco Systems Capital (India) Private Limited
7th Floor East Tower, 25 Barakhamba Road,
New Delhi - 110001, India

VENDOR
Connectivity IT Solutions Private Limited
#1877, 3rd Floor, Gangothri, 31st Cross,
10th Main, Banashankari 2nd Stage, Bengaluru – 560070 , INDIA
Attn: Gangadhar M

CONDITIONAL PURCHASE ORDER
Purchase Order Number: **E016003754**
Purchase Order Date: 17th October 2024
Prepared by: Poonam Nayyar
Email: ponayyar@cisco.com

This Conditional Purchase Order (this “**PO**”) authorizes the purchase of all items of hardware, services, software and other products listed below (collectively, the “**Products**”), subject to the terms hereof, in connection with the proposed payment solutions with respect to the Products agreed between Cisco Systems Capital (India) Private Limited (“**Capital**”) and the customer identified on this PO (“**Customer**”).

BILL TO

Cisco Systems Capital (India) Private Limited
No 10, 2ND FLOOR, BRIGADE SOUTH PARADE, M G ROAD,
Bengaluru - 560001, Karnataka, India
Provisional GSTIN No.: 29AACCC4552A1Z1
PAN No.: AACCC4552A

CUSTOMER/”SHIP TO” ADDRESS

Goodrich Aerospace Services Private Limited
Plot #132 to 167,Hitech Defence and Aerospace Park, Bengaluru,
Devanahalli, Bangalore – 562110
GSTIN : 29AAACB8857H2Z9

To the Location(s) designated in writing by Customer to Vendor and Capital

DESCRIPTION OF PRODUCTS

Vendor Quote dated 6th August 2024 received by email on 8th August 2024

TOTAL AMOUNT

INR 212,500,000.00

PRODUCT CODE	PRODUCT DESCRIPTION	HSN/SAC Code	QTY	COST PRICE (INR)
C9606R	Cisco Catalyst 9600 Series 6 Slot Chassis	85176290	2	7,804,769.20
C9600-NW-A	Cisco Catalyst 9600 Network Advantage License	85176290	2	-
S9600UK9-179	Cisco Catalyst 9600 XE 17.9 UNIVERSAL	85176290	2	-
C9606-SLOT-BLANK	Cisco Catalyst 9600 Series Blank for Chassis Module Slot	85176290	8	-
C9600-CAMPUS-CORE	Catalyst 9600 Campus Core Deployment; For Tracking Only	85176290	2	-
C9606-FAN	Cisco Catalyst 9600 Series C9606 Chassis Fan Tray	85176290	2	-
C9600-SUP-1	Cisco Catalyst 9600 Series Supervisor 1 Module	85176290	2	-
C9600-SSD-NONE	No SSD Memory Selected	85176290	2	-
C9600-DNA-A	Cisco Catalyst 9600 DNA Advantage Term License	85176290	2	-
C9600-DNA-A-5Y	Cisco Catalyst 9600 DNA Advantage 5 Year License	85176290	2	-
C9600-PWR-2KWAC	Cisco Catalyst 9600 Series 2000W AC Power Supply	85176290	8	-
CAB-C15-CBN-IN	AC Power Cord, Type C15 Cable, India	85176290	8	-
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	85176290	2	-
C9600-LC-24C=	Cisco Catalyst 9600 Series 24-Port 40GE/12-Port 100GE Spare	85176290	2	2,091,365.39
CVR-QSFP-SFP10G=	QSFP to SFP10G adapter	85176290	20	274,832.19
QSFP-100G-CU3M=	100GBASE-CR4 Passive Copper Cable, 3m	85176290	2	25,520.46
CVR-QSFP28-SFP25G	100G to SFP25G adapter	85176290	10	151,157.70
C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	85176290	6	10,744,862.74
CAB-C13-C14-IN	Power Cord Jumper, C13-C14 Connectors,1.4 Meter Length India	85176290	12	-
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	85176290	6	-
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	85176290	6	-
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	85176290	6	-
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	85176290	12	-
C9500-NW-A	C9500 Network Stack, Advantage	85176290	6	-
S9500UK9-179	Cisco Catalyst 9500 XE 17.9 UNIVERSAL	85176290	6	-
C9500-SSD-NONE	No SSD Card Selected	85176290	6	-
CAB-CONSOLE-USB	Console Cable 6ft with USB Type A and mini-B	85176290	6	-
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	85176290	6	-
C9500-DNA-A-5Y	DNA Advantage 5 Year License	85176290	6	-
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	85176290	6	-
QSFP-100G-CU3M=	100GBASE-CR4 Passive Copper Cable, 3m	85176290	6	76,561.39
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	85176290	60	4,711,409.71
SFP-10/25G-LR-S=	10/25GBASE-LR SFP28 Module	85176290	16	1,382,013.56
SFP-10/25G-CSR-S=	Dual Rate 10/25GBASE-CSR SFP Module	85176290	10	429,917.82
SFP-10G-T-X=	10GBASE-T SFP+ transceiver module for Category 6A cables	85176290	10	274,832.28
GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	85176290	8	141,342.32
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	85176290	12	468,787.32
CAB-C13-C14-IN=	Power Cord Jumper,C13-C14 Connectors,1.4 Meter Length, India	85444299	30	117,785.14
C9500-24Y4C-A	Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	85176290	2	2,791,814.04
CAB-C13-C14-IN	Power Cord Jumper, C13-C14 Connectors,1.4 Meter Length India	85176290	4	-
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	85176290	2	-
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	85176290	2	-
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	85176290	2	-
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	85176290	4	-
C9500-NW-A	C9500 Network Stack, Advantage	85176290	2	-
S9500UK9-179	Cisco Catalyst 9500 XE 17.9 UNIVERSAL	85176290	2	-
C9500-SSD-NONE	No SSD Card Selected	85176290	2	-
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	85176290	2	-

Signed by:



C9500-DNA-A-5Y	DNA Advantage 5 Year License	85176290	2	-
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	85176290	2	-
QSFP-100G-CU3M=	100GBASE-CR4 Passive Copper Cable, 3m	85176290	2	25,520.46
C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	85176290	78	57,125,371.00
C9300-NW-A-48	C9300 Network Advantage, 48-port license	85176290	78	-
SC9300U9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	85176290	78	-
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	85176290	78	-
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	85176290	78	-
CAB-C15-CBN-IN	AC Power Cord, Type C15 Cable, India	85176290	156	-
C9300-SSD-NONE	No SSD Card Selected	85176290	78	-
STACK-T1-50CM	50CM Type 1 Stacking Cable	85176290	78	-
C9300-SPWR-NONE	No Stack Power Cable Selected	85176290	78	-
NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	85176290	78	-
TE-C9K-SW	TE agent for IOSXE on C9K	85176290	78	-
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	85176290	78	-
C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	85176290	78	-
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	85176290	78	-
D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	85176290	78	-
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	85176290	78	-
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	85176290	78	-
C9300-NM-NONE	No Network Module Selected	85176290	78	-
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	85176290	78	-
STACK-T1-1M	1M Type 1 Stacking Cable	85444299	20	181,391.31
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	85176290	55	5,506,460.13
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	85176290	100	2,748,322.87
CON-SNT-C9606R	SNTC-8X5XNBD Cisco Catalyst 9600	998719	2	5,249,067.70
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Advda	998719	6	3,716,303.52
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Advda	998719	2	1,138,555.65
CON-SNT-C93004UA	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Advda	998719	78	21,165,906.66
C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage	85176290	79	57,857,747.55
C9300-NW-A-48	C9300 Network Advantage, 48-port license	85176290	79	-
SC9300U9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	85176290	79	-
PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	85176290	79	-
PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	85176290	79	-
CAB-C15-CBN-IN	AC Power Cord, Type C15 Cable, India	85176290	158	-
C9300-SSD-NONE	No SSD Card Selected	85176290	79	-
STACK-T1-50CM	50CM Type 1 Stacking Cable	85176290	79	-
C9300-SPWR-NONE	No Stack Power Cable Selected	85176290	79	-
NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	85176290	79	-
TE-C9K-SW	TE agent for IOSXE on C9K	85176290	79	-
C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	85176290	79	-
C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	85176290	79	-
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	85176290	79	-
D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	85176290	79	-
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	85176290	79	-
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	85176290	79	-
C9300-NM-NONE	No Network Module Selected	85176290	79	-
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	85176290	79	-
STACK-T1-1M	1M Type 1 Stacking Cable	85444299	23	208,600.00
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	85176290	30	3,003,523.71
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	85176290	60	1,648,993.73
CON-SNT-C93004UA	SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Advda	998719	79	21,437,264.44
			TOTAL	212,500,000.00

Unless otherwise expressly agreed by Cisco Capital, all amounts payable in connection with this PO and any invoice will be in INR.

Vendor acknowledges that Capital has signed a master payment solutions agreement (the “Master Agreement”) with Customer for the use of certain hardware as well as the provision of certain software and services, and is purchasing:

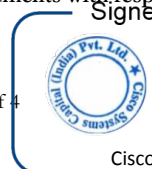
- the hardware for the purpose of allowing the use of the same to Customer;
- the Cisco software for the purpose of granting a sub-licence of the same to Customer on terms equivalent to the Cisco standard licence terms for such software (“Standard Licence Terms”);
- the Cisco services for the purpose of reselling the rights to the Cisco services to Customer during the term of the hardware usage, upon terms equivalent to Vendor’s standard supply terms for such services (“Standard Vendor Supply Terms”); and
- the non-Cisco software and services on behalf of the Customer.

Vendor hereby represents, warrants and covenants, as applicable, as of the Purchase Order Date (such representations and warranties to survive the execution of this PO) that: (i) Capital will obtain the rights to receive the Cisco services from Vendor and the rights to resell the same to Customer; (ii) the Standard Licence Terms and the Standard Vendor Supply Terms are the only terms which apply to the Cisco software and Cisco services and no variation or amendment of the same have been agreed between Vendor, licensor and/or Customer; (iii) Vendor will perform the Cisco services in accordance with Standard Vendor Supply Terms; (iv) upon written notice from Capital of an event of default by Customer under any agreement between Customer and Capital, Vendor will cease to perform the Cisco services; and (v) with regard to its supplies of non-Cisco software and/or services to Customer, Capital acts as billing agent or intermediary for GST purposes for Vendor; and (vi) Vendor will issue invoices to Capital for supplies of non-Cisco software and services, and subsequently, Capital will issue invoices to Customer in its own name, for these supplies of non-Cisco software and services on behalf of Vendor.

Capital’s obligation to purchase and pay for the Products is conditional upon the following (each a “Condition”): (1) the execution and return by Customer to Capital, prior to the 120th calendar day (the “**Expiration Date**”) following the Purchase Order Date set forth on this PO, of all duly-executed documentation required by Capital in connection with the Master Agreement, including (without limitation) any related schedules, agreements and acceptance certificates (collectively, the “**Required Documents**”); (2) the satisfaction of any condition precedent to funding or special condition under the Required Documents; (3) the absence of a “Credit Event” (as defined below) with respect to Customer; (4) a detailed, complete and correct GST invoice (including serial numbers) for the hardware, software and services from Vendor; (5) receipt of a copy of the Standard Licence Terms and Standard Vendor Supply Terms (if requested by Capital); and (6) satisfaction of all other conditions specified in this PO.

In the event that: (A) Customer does not receive and irrevocably accept the Products before the Expiration Date; or (B) Capital does not receive all of the Required Documents before the Expiration Date; (C) a Credit Event occurs prior to Capital paying for the Products; or (D) any other Condition is unfulfilled; then Capital will have no obligation to purchase or pay for the Products and, **in such event, Customer will be solely responsible to pay to Vendor the full purchase price of the Products, together with all other amounts owing under Vendor’s purchase documents with respect**

Signed by:



to the Products. For purposes of this PO, a “**Credit Event**” means, as of any date: (1) Customer or any guarantor of Customer fails to satisfy Capital’s then current credit approval standards, policies or practices; (2) the occurrence of any change in global or national political conditions or general economic or market conditions which adversely affect the jurisdiction where the Products are being delivered or provided and/or the industry in which Customer operates; or (3) the occurrence of any event of default under any agreement between Customer and Capital, or any event or condition that, with notice or the passage of time, or both, would constitute an event of default under any such agreement.

The Additional Terms and Conditions as per Annexure A and below conditions shall also apply to this Purchase Order.

1. Final Funding Payment Schedule including Certificate of Acceptance signed by Customer;
2. Proforma Invoice for Capital validation prior to final tax invoice;
3. GST Complaint Tax Invoice in Original with Product wise HSN Codes with relevant taxes, Serial Number and GSTIN No. of all the 3 Parties (Mandatory)
4. List of Products with Serial Numbers by vendor
5. First payment under the related schedule to be paid by Customer; if payment is in advance structure
6. Other documents based on specified credit conditions.
7. Board Resolution from the Customer for availing the proposed payment solutions and confirming authorized signatory and KYC of the signatory of the Customer and the Company.
8. Partial Funding is not allowed for the order.

Vendor will bear the risk of loss and damage to the hardware until such time as the Customer receives delivery and accepts the hardware. Thereafter, Customer will bear the risk of loss and will be liable to Capital for any loss incurred.

THIS PO IS SUBJECT TO AND GOVERNED BY THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON ANNEX “A” ATTACHED AND MADE A PART HEREOF. Vendor’s shipment of the hardware and/or software, and/or performance of any services, will constitute legal acceptance of this PO, on these terms and conditions. The terms of this PO will control over any conflicting terms in any invoice or purchase agreement between Vendor and Customer. Any terms and conditions on Vendor’s verification or acknowledgement of this PO will have no effect.

Signed by:

Signed by:

Anil Kumar

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Cisco Systems Capital (India) Private Limited

Name of Authorised Signatory: **Anil Kumar**

Designation: **Director, Financial Services Operations**



C.c.: **Goodrich Aerospace Services Private Limited**

Annex "A"
ADDITIONAL TERMS AND CONDITIONS

GENERAL: These Additional Terms and Conditions form an integral part of the PO. Terms and conditions of sale will not be changed by Vendor and no terms other than those stated herein will apply or be binding upon Capital unless specifically agreed by Capital in writing.

SELECTION AND SALE CONDITIONS: Vendor acknowledges that (i) Customer has selected the hardware and any software and services without input from Capital and has requested Capital to purchase the same for use, sub-licence or (by way of service sub-contract) performance (as the case may be) to Customer; (ii) Customer has negotiated with Vendor the quantity, specifications, quality, warranty, installation and delivery conditions for the hardware and any software and services; and (iii) Customer is authorized on behalf of Capital to receive delivery of, to inspect, and to accept or reject the hardware and any software or services.

VENDOR WARRANTIES: Vendor warrants to Capital (i) that all hardware is new unless otherwise stated in the PO; (ii) that the hardware and any software and services conform to both published and any expressly agreed Customer specifications; (iii) that the hardware and any software and services are of satisfactory quality, are fit for the purposes for which they were designed and marketed to Customer and are free from defects in material and workmanship; (iv) any warranties it has made to the Customer; and (v) that Vendor has full rights and authority to sell the goods covered by this PO on the terms herein stated and, in the case of any software or services, the full rights and authority to supply and/or license the same. Customer may reject, and Capital and Customer each have the right to return to Vendor, at Vendor's sole risk and expense, any hardware, software or services that are found on delivery and inspection to fail to conform to the foregoing warranties.

PACKING AND TRANSPORTATION: Vendor will comply with all packaging, labeling, installation and delivery requirements as may be specified by Customer. Freight, transport, insurance and storage costs will be prepaid by Vendor. The Vendor will be liable for breakages, damage or losses resulting from defective or faulty packing or from accidents or acts or omissions of transporter. Vendor will notify Capital when it has delivered the hardware, software and services to Customer.

STATUTORY REGULATIONS: Vendor warrants that all necessary export licenses have been obtained from any applicable government authority. The Vendor will be responsible to comply with statutes or regulations or ordinance or legal requirements of Central, State, Local and Municipal authorities and the Vendor will indemnify Capital from all loss, damages, penalties, payments or other consequences, on account of any such violations.

PAYMENT TERMS: The "Total Amount" specified in this PO will be due on the date which is thirty (30) days after the later of (i) the date of physical delivery of the hardware and software to Customer (or, in the case of services, the date of first performance of those services to Customer) or (ii) the date on which the Conditions set forth in this PO are satisfied. Title to the hardware will transfer to Capital upon Capital's payment of the purchase price in full. For the avoidance of doubt, Capital is the purchaser of the hardware, Cisco software and the rights to Cisco services in accordance with the terms and conditions of this PO. Capital is not obliged to make any further payments, for instance, future payments for the use of any software or services. Capital is not responsible for any penalties or late charges in connection with any Product purchase.

ASSIGNMENT: This order is not assignable by the Vendor. Capital will have the right to assign, part or all of its rights under this PO including the right to claim against Vendor, to a third party. Capital will assign to Customer all of its warranty rights and the right to claim any matters with respect to the hardware and any software and services against Vendor upon delivery and acceptance of that hardware or software (or, in the case of services, the date of this PO). Vendor agrees that Customer may directly exercise the right to claim against Vendor's warranties for the hardware, software and services. However, Capital's prior consent will be obtained before Customer exercises the right to replace the hardware, software or services, change the price, or alter this PO in whole or in part.

INDEMNITY: Vendor hereby agrees to indemnify Capital on demand, from and against any and all claims, liabilities (including in negligence, tort and from strict liability), demands, actions, suits, proceedings, losses, damages, costs and expenses (including reasonable legal fees) (together "Claims") arising out of or in connection with any breach by Vendor of the terms and conditions of this PO, including (without limitation) any claim for patent, trademark or copyright infringement. Vendor and Capital will give the other prompt written notice of any Claim of which it becomes aware.

LIMITATION OF LIABILITY: Except pursuant to paragraphs referring to Vendor Warranties, Statutory Regulations, Indemnity, and any warranties that Vendor has made to Customer, neither Vendor nor Capital will be liable to the other party for any other incidental, indirect, special or consequential damages of any kind, including, without limitation, loss of profits or loss of use, howsoever caused or arising therefrom.

CANCELLATION: Capital may cancel this PO by written notice to Vendor, without liability, other than in respect of any hardware, software or services for which all of the Conditions specified for payment have been satisfied.

CONFIDENTIAL INFORMATION: Capital and Vendor agree that the pricing and terms of this PO are confidential. All other exchanges of information between the parties pursuant to this PO will be deemed non-confidential, unless the parties have entered into a separate written confidentiality agreement.

GOVERNING LAW: This PO will be governed by and construed in accordance with the laws of India. Vendor consents to the non-exclusive jurisdiction of the courts sitting in New Delhi, India, for the resolution of any disputes under this PO.

Signed by:

