



CONNECTIVITY SOLUTIONS
No 1877, 1st Floor, 31st Cross, 0th Main
Banashankari 2nd Stage
560070 Bangalore
India

BT Global Communications India Private Ltd
Rahera Titanium II, 502, 5th Floor,
Jogeshwari (E), Mumbai, Maharashtra 400063.
India

Ref: U72900MH1992PTC154386
PAN: AAACG1534A

Supplier No : 7294158
Contact Name :
Telephone Number :
Fax :

Requester Detail:
Contact Name : Laad, Rajnish
Telephone Number :
Email: rajnish.laad@bt.com

PO Email : deepthi@connectivitysolutions.in

Date of Order : 05-JUN-2017

Date Of Revision:

Purchase Order -
237410002370
Revision
0

Payment Terms : 60 NET
Freight Terms :

The Purchase Order number above must appear on all related packages and documents. The Purchase Order shall be deemed as accepted by the Supplier unless advised in writing no later than seven (7) calendar days from the Purchase Order date. The attached terms and conditions, mentioning the number of this Purchase Order, shall supercede any condition issued by the Supplier and exclusively govern the relations between the parties for the performance of the Purchase Order.

If a Contract Purchasing Agreement (CPA) is in place for any lines on this Purchase Order, the contract terms & conditions supersede the terms and conditions of this agreement. If a CPA is not in place then attached standard terms and conditions apply.

Deliver To:
Delivery detail specified per line

Send Invoice (for scanning and invoice entry) To:
BT Scanning Team
10th floor , Tower B and C Building no. 6,
Sector 24-25, DLF Phase 3, Gurgaon
122002, Haryana
India

On Behalf of

[illegible]

Purchase Order PO
Conditions of Purchase
March 2013

1. Definitions

In these Conditions:

"BT" means BT Global Communications India Private Limited

"Client" means a person or entity that uses, solely for its internal business purposes and not for resale, a Product sold, licensed, or distributed pursuant to this Contract.

"Contract" means in order of precedence these Conditions of Purchase and the Order Form.

"Hardware" means computer hardware as delivered by SUPPLIER, including but not limited to host computer(s), memory, hard disk drives, network devices, and other components, as well as replacement and spare parts.

"SUPPLIER" means the entity to whom the Order Form is addressed.

"Party" means either BT or SUPPLIER and "Parties" means both BT and SUPPLIER.

"Product(s)" means (a) Hardware, (b) the object code of the Software and (c) all accompanying Documentation delivered to BT, including all items delivered by SUPPLIER to BT as set out in the Order Form.

"Order Form" means the attached order form that specifies BT's order for Products, and/or Services.

"Services" mean services offered by SUPPLIER or its authorized service providers including but not limited to maintenance and support services.

"Software" means any computer software or firmware (i) installed on or embedded in Hardware, or (ii) otherwise provided by SUPPLIER for use with Products, including but not limited to any applicable updates, patches, or new releases that SUPPLIER or its licensors may provide from time to time.

2. Delivery

2.1. Where required SUPPLIER hereby appoints BT as a non-exclusive reseller of the Hardware and Services directly to Clients in the Territory.

2.2 The Supplier shall deliver and/or perform Supplies to or at such address(es) and at such times as are specified in the Contract and/or by the Delivery Contact if one is appointed. If requested to do so, the Supplier shall give BT details of the weight and material composition of any packaging and/or batteries forming part of or accompanying Supplies.

2.3 Without prejudice to BT's other rights, title in tangible supplies passes to BT on the earlier of delivery or payment (including part payment) and risk in tangible supplies is borne by the Supplier until delivery.

3. Quality of Products and Services

3.1. SUPPLIER warrants to BT that:

(a) the Products shall perform in substantial accordance with their documentation and specifications and the Services shall be supplied using reasonable skill and care and in accordance with best industry practice;

(b) the Products and Services shall comply with all specifications of BT set out in the Order Form; and

(c) all Products shall be free from all forms of:

(i) "electronic possession", "logic bombs", "trojans", "viruses" and "worms" that could have been detected by using the latest (at the date of despatch) commercially available virus detection software; and

(ii) "spyware", "malware" and "adware" (which expressions shall have meanings as they are generally understood within the industry).

3.2. If any part of the Products or Services, are not in accordance with Clause 3.1 above, SUPPLIER shall promptly remedy such defects and non-compliance. If SUPPLIER cannot remedy such defective Products, it shall replace it, and if this is not possible, then it will refund the amount paid by BT for that Product.

3.3 Without limiting in any way the Supplier's liability under the Contract, the Supplier shall at its own expense effect and maintain for the duration of the Contract such insurances as required by any applicable law and as appropriate in respect of its obligations under the Contract and provide evidence of such insurance to BT on request.

4. Price

4.1. The price(s) payable by BT for Products and Services, unless otherwise expressly stated in the Order Form, shall be inclusive, of all packing, delivery to BT's premises, off-loading, licence fees, installation, testing and commissioning charges and all other charges associated with the Products and Services, but shall exclude GST/VAT.

5. Invoice payment

5.1. SUPPLIER shall, following supply of all the Products or Services, submit a valid invoice to BT for the price of the Products and Services supplied in accordance with the Order Form, the Order Form number and any other particulars prescribed in the Order Form and shall send such invoice to the address specified in the Order Form. Payment of a correct invoice submitted in accordance with Clause 5.1 herein shall be made by BT in an average of sixty (60) calendar days from the date of the invoice.

5.2. BT reserves the right to refuse payment of any invoice which is not submitted in accordance with Clause

5.1. In such a situation, SUPPLIER shall correct the invoice and submit to BT within fifteen (15) days of notification of error by BT.

5.3. If withholding of any tax is required by law in respect of any payment by BT to SUPPLIER under this Contract, BT may withhold the required amount from such payment and pay such amount to the relevant tax authority in accordance with applicable law.

5.4 As per the guidelines issued by Central Board of Direct Taxes (refer Section 139A 95) read with Rule 114B Sl. No. 18), it is mandatory to quote Permanent Account Number (PAN) in all documents pertaining to the transaction of Sale and Purchase for an amount of Rs 2 Lacs and above. There is a penalty of Rs. 10,000/- for each violation. In view of the same, we are providing the PAN of this BT entity here as a reference.

BT Global Communications India Private Limited - AAACG1534A

Please quote the PAN of the relevant BT entity in the invoice raised by you on the same entity. Please also mention your PAN on the invoice and any other document issued for this transaction. Non Compliance of this information may lead to penal action on both parties involved in the transaction and may result in delayed payment and/ or rejection of invoice also.

6. Confidentiality

6.1. Each Party shall keep confidential all information belonging to, or held by the other Party which may come into the other Party's possession in connection with the Order ("Confidential Information") and each Party shall not without the prior written consent of the other Party divulge the existence of the Order Form or disclose any of the Confidential Information to a third party or use the Confidential Information for any purpose, other than is necessary for performance of its obligations under the terms and conditions of the Contract.

6.2. Clause 6.1 above shall not apply to: (a) information which is in the public domain/published otherwise than through a breach of Clause 6.1 above; (b) information lawfully known to the receiving party prior to disclosure hereunder and not the subject of any other obligation of confidentiality; (c) information obtained from a third party who is free to disclose the same; and (d) information required to be disclosed by applicable law or in relation to any regulatory permission, governmental body or regulatory body, provided that the disclosing party uses all reasonable endeavours to ensure that the receiving party maintains the information in strictest confidence and does not use it except for the purposes for which the disclosure is made.

6.3. SUPPLIER shall ensure that any subcontractor used in relation to this Contract is bound by confidentiality provisions on similar terms to the provisions of Clause 6 herein in relation to information belonging to BT.

7. License

7.1. SUPPLIER grants BT a non-exclusive, perpetual, transferable, irrevocable license, to distribute Software and related documentation, as installed on or provided with Hardware, directly to Clients in accordance with this Contract.

8. Security of Information

8.1. Without prejudice to any obligations of confidentiality it may have, where the Supplier or Contract Personnel have access to BT's computer systems or to BT's information, the Supplier shall:

(a) ensure such information is not disclosed to or accessed by Contract Personnel not directly employed by the Supplier without BT's prior written consent; and
(b) keep (and ensure all relevant Contract Personnel keep) such information secure and confidential, act only on BT's instructions with respect to it, and comply with such further reasonable requirements from time to time of BT for the security of it; and
(c) allow (and ensure that all relevant Contract Personnel allow) BT or its authorised representatives such access to premises, systems and records containing such information as is reasonably necessary to assess the Supplier's compliance with this General Condition.

8.2. Any breach of this General Condition by the Supplier shall be deemed to be a material breach of the Contract.

8.3. Without prejudice to BT's rights and remedies under the Contract, the Supplier shall at its own cost and expense take all steps necessary to restore the lost or corrupted information to the last back-up and/or terminate the unauthorised use of or access to the information to the extent it caused such loss, corruption or unauthorised use of the information.

9. Intellectual property

9.1. Except as set out in Clause 7.1 above, neither SUPPLIER nor BT acquires any rights to the other's patents, copyrights or other intellectual property under this Contract;

9.2. Without prejudice to any other rights or remedies available to BT, SUPPLIER warrants to BT that neither the Services nor any of the Products infringe any third party rights (including without limitation any intellectual property rights) and undertakes to indemnify BT against any losses, liabilities, proceedings, damages and costs (including attorney fees) BT suffers in respect of any such claim of infringement or alleged infringement. In addition to the above obligation to indemnify and in addition to any right or remedy available to BT under applicable law, if such a claim is made or appears likely to be made, BT shall request SUPPLIER at SUPPLIER's sole cost and expense, to (a) enable BT to continue to market or use the Product; (b) modify it provided that the agreed requirements and specifications of the Product are not impaired; or (c) replace it with one that is at least functionally equivalent. If none of these alternatives is reasonably available, then BT shall return the infringing Product to Supplier and discontinue its use, and BT will be refunded the price BT has paid for the infringing Product.

10. Indemnification

10.1. SUPPLIER agrees to indemnify BT in relation to all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable legal fees) that BT may incur for injury to or death of persons and damage to BT's property, equipment or facilities or the property of any other person or Client in any manner arising out of SUPPLIER's negligent acts or omissions.

11. Liability

11.1. BT's aggregate liability to SUPPLIER in contract, Tort (including negligence or breach of statutory duty), under any indemnity, or otherwise arising by reason of or in connection with this Contract shall be limited to the total net payments paid or payable to SUPPLIER by BT for the Products and Services.

11.2. In no circumstances shall BT be liable in contract, Tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, data or destruction of data, revenue, expenditure of time by managers and employees, opportunity, business interruption, business, goodwill (including pecuniary losses arising from loss of goodwill), contracts, wasted expenditure or loss of anticipated deposits or savings, or for any indirect or consequential loss or damage whatsoever.

11.3. Nothing in this Contract excludes or limits the liability of either party in respect of death or personal injury caused by its negligence, and liability which may not otherwise be limited or excluded under applicable law.

12. Termination

12.1. Without prejudice to any other remedies that it may have, BT shall have the right to terminate the order forthwith, on written notice and to claim from SUPPLIER the cost of obtaining replacement products and services if:

- (a) SUPPLIER commits a breach of any of the terms of the Contract and fails to remedy the breach within fifteen (15) days of receipt of a written notice by BT to make such remedies;
- (b) SUPPLIER becomes insolvent or ceases to trade, or compounds with its creditors or, commits an act of bankruptcy, or a bankruptcy petition or bankruptcy order is presented or made in relation to SUPPLIER, or SUPPLIER has a receiver or receiver, and manager appointed, or a petition for a management order is presented or such an order is made in relation to SUPPLIER, or a resolution or petition to wind up SUPPLIER is passed or presented (otherwise than for reconstruction or amalgamation); or
- (c) SUPPLIER's ownership or control is materially changed to (in BT's reasonable opinion) BT's detriment
- (d) any delay in SUPPLIER's performance of the Contract directly caused by any event beyond its reasonable control exceeds 28 days.

13. Dispute Resolution and Governing Law

13.1. The Parties shall endeavour to amicably resolve any dispute arising out of or in connection with the Contract within (30) thirty days following the day of written notification of the dispute by either Party. Failing such amicable settlement, any controversy, claim or dispute arising under or relating to the Contract shall be submitted to the exclusive jurisdiction of the Courts of New Delhi, India, for judgment.

13.2. The Contract and any claims or disputes arising out of, relating to or in connection with it shall be governed by and construed in accordance with the laws of India.

14. General

14.1. The terms of the Contract apply to the maximum extent permitted by law, and represent the entire agreement between the Parties, to the exclusion of all other representations and warranties (whether written or oral).

14.2. No variation to the Contract shall have effect unless agreed in writing by duly authorised representatives of BT and SUPPLIER.

14.3. The headings in these Conditions of Purchase are for ease of reference only.

14.4. Except in cases consented to in writing by BT separately, SUPPLIER shall not assign or subcontract the whole or any part of the Contract nor transfer to a third party nor provide as security, the right to claim compensation from BT.

14.5. No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be.

14.6. If any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or, at the agreement of both Parties, sever that provision from this Contract and the remaining provisions of this contract shall remain in full force and effect.

14.7. A person who is not a party to this Contract has no rights under it to enforce any of the terms and conditions of this Contract.

14.8. SUPPLIER shall ensure that it, its personnel and, where applicable, the Products and Services, shall:

- (a) comply with all relevant laws and regulations from time to time;
- (b) comply with any site regulations that may be notified to SUPPLIER;
- (c) comply with the latest applicable issue of 'Working with BT (Distribution Guidelines)' at <http://www.selling2bt.bt.com/working/distribution/default.htm>;
- (d) comply with 'BT's business principles', as set out in Company's publication 'The Way We Work – a statement of business practice' at <http://www.btplc.com/TheWayWeWork>, as though such principles (mutatis mutandis) applied to and had been adopted by SUPPLIER;
- (e) cause no adverse publicity, public criticism or damage to the reputation of BT, any BT group company and/or its customers and also not cause any material disruption to the business of BT, any BT group company and/or its customers; (f) comply with all applicable anti-corruption and anti-bribery laws and BT's Anti-Corruption and Bribery Policies at <http://www.selling2bt.bt.com/Anti-CorruptionandBribery/index.htm> as though such policies applied to and had been adopted by SUPPLIER, and promptly provide to SUPPLIER on request from time to time all information SUPPLIER may reasonably require in respect of such compliance; and

(f) to the maximum extent permitted by any applicable law, SUPPLIER shall comply with, and undertake checks at the appropriate level of all of its personnel directly engaged in the performance of the Contract as prescribed by, BT's 'Third Party Pre-Employment Checks Policy' at: <http://www.selling2bt.bt.com/working/3rdpartyCheckPolicy/default.htm> Any breach of this obligation by SUPPLIER shall be deemed to be a material breach of the Contract and SUPPLIER shall indemnify BT from and against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BT which arise as a result of such breach.

14.8.1 Supplier acknowledges and agrees that it has read and understood the internet based terms and policies referenced in this Clause 14.8 and that it has requested for and obtained copies of terms or policies which it was unable to access through the hyperlinks provided in this Clause 14.8.

14.9. Further to 14.8 (f) above:

14.9.1 In this Condition "Affiliate" means, in relation to the Supplier, (i) any person or entity under its control; and (ii) any person or entity controlling it, and (iii) any other person or entity under the control of a controlling person or entity under (ii).

14.9.2. Without prejudice to the generality of the Condition headed "Compliance", the Supplier represents, warrants, affirms and agrees that:

(a) it shall, and shall ensure that its Affiliates shall, engage in only legitimate business and ethical practices and shall adhere to and comply with all applicable laws, including but not limited to the anti-corruption laws of any country in which the Contract is being performed, the United Kingdom and the United States;

(b) it shall not, and shall ensure that its Affiliates shall not, either directly or indirectly, give, offer, agree or promise to give any money or other thing of value to anyone, nor seek or receive any money or other thing of value from anyone, as an inducement or reward for favourable action or forbearance from action or the exercise of influence. This applies to any gift, offer, agreement or promise made to or with any official of any national or regional government, any director or manager of any body corporate or any other person; (c) neither it nor its Affiliates, Contract Personnel, officers, directors, employees, shareholders (where the shares are not publicly traded), members or agents is a "Politically Exposed Person". This is defined as: a person who has within the last twelve (12) months been entrusted with a prominent public function in any state and their family members and close associates. Prominent public function includes: heads of state, heads of government and ministers; members of parliament; members of high-level judicial bodies; ambassadors, charges d'affaires and high-ranking military officers; and members of administrative, management or supervisory bodies of state owned enterprises;

(d) all of the information that the Supplier has provided to BT and its representatives in connection with its obligations under this Condition is current, accurate and complete. If there are any material changes to this information, the Supplier shall notify BT of such changes as soon as possible. BT may terminate the Contract if it disapproves of such changes;

(e) before hiring a sub-agent to perform services on behalf of BT under the Contract, the Supplier shall obtain BT's written approval and procure that each such sub-agent agrees in writing to the provisions set out in this Condition (mutatis mutandis);

(f) at BT's request, the Supplier shall provide documents and information to BT confirming the Supplier's and its Affiliates' compliance with this Condition (and compliance with this Contract in general) and will allow BT (or its agents) to review at any time its and its Affiliates' books and records with respect to the work performed on behalf of BT;

(g) if there are any changes in its ownership, the Supplier shall notify BT of such changes as soon as possible. BT may terminate the Contract if BT disapproves of such changes. For publicly traded companies, this paragraph 14.9.2(g) applies only if a new owner or group of owners acquires 5% or more of the voting share capital of the Supplier; and

(h) maintain a separate account of all amounts received by it under the Contract and of all payments made by it in connection with its role in providing services to BT under the Contract, maintain such account in sufficient detail so that the transactions and the destination of any payments can be verified to the satisfaction of BT and make such account available to BT or its agents from time to time on request for such verification.

14.9.3 Notwithstanding any provision in the Contract to the contrary, upon any admission or finding that the Supplier or any of its Affiliates has failed to comply with paragraph 14.9.2 of this Condition or that any representations or statements made by the Supplier or any of its Affiliates in connection with this Condition are materially incorrect:

- (a) BT shall have the option to terminate the Contract immediately;
- (b) the Supplier shall forfeit any commissions owed by BT; and
- (c) the Supplier shall indemnify BT for any resulting liability.

14.9.4 The provisions of paragraphs 14.9.2 and 14.9.3 of this Condition shall survive the termination or expiry of the Contract.

14.10 This Contract may be signed in counterparts, each of which taken together shall constitute the same agreement.

14.10. The English language shall be the language to be used in all documents and correspondence relating to the execution of the Contract. The Contract is written in English only.