



Mitel Communications Private Limited  
9th floor, Block M2, Manyata Embassy Business Park  
Bangalore-560045-India-CIN#U74999KA2017FTC100858

**Please deliver to:**

Mitel Communications Private Limited  
Att: Joydeep Majumdar  
9th floor, Block M2, Manyata Embassy Business Park  
560045 BANGALORE  
INDIA

**Your Vendor Number with us:** 154943  
CONNECTIVITY IT SOLUTIONS PVT LTD  
NO 1877 3RD FLOOR  
31ST CROSS 10TH MAIN  
560070 BANGALORE  
INDIA  
Tel: 740-656-1114  
**Contact Person:** JINU JOHN

## PURCHASE ORDER

**PO Number: 4500543955**

Created on: 27.10.2017

**Please Acknowledge to:**

**ANGELA DAVIS**

Phone No.: 480-858-9600

Fax No. : 480-898-4061

Email : angela.davis@mitel.com

For Billing purposes: Please submit invoice(s) electronically in .pdf format to ap\_invoices@mitel.com or mail to 123 Town Square Place, Suite 705, Jersey City NJ 07310. Invoices should be billed to Mitel Communications Private Limited and include this Purchase Order number. For Payment inquiries the AP contact email is Mitel.APAC.Payables@mitel.com.

FOR ALL SHIPMENTS CROSSING BORDERS INTO CANADA, THE UNITED STATES, OR THE EUROPEAN UNION, MITEL IS THE IMPORTER OF RECORD

**Incoterms:** FCA LOADED

**Currency:** INR

**Payment Terms:** 30 days from date of invoice

**Electronically approved by: Angela Davis**

**Date:** 27.10.2017

ITEM	MATERIAL	DESCRIPTION	REQ DELVRY	ORD QTY	UNIT	PRICE/UNIT	NETVALUE
00010		SG350-28PK9- Cisco SG350-28P 28-port Gigabit POE Managed Switch  HSN/SAC Code 8517	10.11.2017	1	Piece	23,000.00	23,000.00
00020		CONSNTSG3502G3 SNTC-8X5XNBD Cisco SG350-28P 28-p  HSN/SAC Code 9987	10.11.2017	1	Piece	4,600.00	4,600.00

**PURCHASE ORDER****PO Number: 4500543955**

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CONNECTIVITY IT SOLUTIONS PVT LTD  
NO 1877 3RD FLOOR  
560070 BANGALORE

ITEM	MATERIAL/DES	REQ DELVRY	ORD QTY	BAL DUE	UNIT	PRICE/ UNIT	NET VALUE
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**TOTAL NET VALUE EXCL. TAX****INR****27,600.00**

Quote No.: CS-SQ-BLR-2017-18-0871-R3

Continued...

**ORDER TERMS AND CONDITIONS:**

This Order is either: (i) issued in support of an agreement, referenced on the front of this Order, or (ii) the entire agreement between Mitel and Vendor with respect to its subject matter. No agreement or other understanding altering these terms and conditions shall be binding on either party unless it is signed by the parties and references this Order. This Order will be acknowledged and accepted by Vendor when Vendor commences performance.

**Services/Deliverables:** If this Order is for services, the services, associated deliverables and the term for the services shall be described on the face of this Order and may be further described in "Schedule A", if provided by Mitel.

**Changes:** By written Change Order, Mitel may at any time unilaterally (i) suspend the work in whole or in part for a stated time period, and (ii) where this Order relates to materials, make changes in one or more of the following elements: designs, drawings or specifications; method of shipment or packing; place or time of delivery; or quantities to be furnished. However, any acceleration in the delivery date requires Vendor's advance consent. If such suspension or change causes a change in the cost of, or the time required for furnishing the goods or services, an equitable adjustment shall be made in the Order price, delivery schedule, or both. If a price and/or schedule adjustment is not included in the issued Change Order, no increase in price or delay in delivery will be allowed unless Vendor makes a detailed claim in writing within 30 days from the date of the Change Order. Nothing contained in this Section shall excuse Vendor from proceeding without delay in performing.

**Ownership and Rights.** If this Order is for services, Mitel shall own exclusively all of the results and/or items, tangible or intangible, produced under this Order, including all intellectual property rights, all copyrights, all moral rights under the Copyright Act, patents, trade marks, trade secrets, industrial designs and all other rights pertaining to the deliverables. In the event Vendor or any of its employees ever has any rights or interests in all or part of any results or items produced under this Order, Vendor hereby assigns and agrees to assign all such rights and interests to Mitel. Vendor shall ensure its employees have agreed to be bound by this paragraph prior to commencing work in support of this Order. Mitel shall have the exclusive right to obtain copyright registrations and any other proprietary protection and, at Mitel's expense and request, Vendor agrees to execute all required documents and do all other acts necessary to give effect to such.

**Price, Payment and Taxes:** Vendor shall furnish the materials and services detailed in this Order at the price stated in this Order. The amount specified on the face of the Order is the maximum amount payable by Mitel for the services and materials provided hereunder by Vendor, and may not be exceeded, except upon prior written agreement by Mitel. Mitel shall reimburse Vendor for reasonable travel and lodging expenses provided that such are pre-approved in writing, and are consistent with Mitel's Corporate Travel Policy (provided upon request). Vendor shall be solely responsible for the payment of its own income taxes as well as any other taxes, duties, charges and other assessments whatsoever which may arise from this Order. Prices are exclusive of any and all applicable general sales and use tax and valued added tax. Such taxes are the responsibility of Mitel, and where applicable, Vendor will invoice Mitel for these taxes and amounts in accordance with the law and payment terms set forth in this Order and provide Vendor's tax registration numbers, as appropriate. Vendor agrees that Mitel may withhold from payments to Vendor any amounts required by law to be withheld. The parties will cooperate with one another to ensure the receipt of applicable exemptions and/or reduced rates of withholding tax available under any applicable tax treaty, including the timely provision of required documentation. Any amounts of withholding tax that Mitel remits to any governmental authority for and on behalf of Vendor in respect of the payment for services shall be deemed to be direct payments of such amounts by Mitel to Vendor for the purposes of this Order. Vendor acknowledges that withholding taxes shall apply to any services performed by Vendor physically in a country in which Vendor is not a resident. Vendor's invoices shall clearly state any fees that are for services or materials as distinct from other fees.

**Invoices:** For materials, individual invoices must be issued for each shipment against this Order. For services, Vendor shall invoice Mitel only upon successful completion of the services and delivery of deliverables. Invoices must reference this Order number. Any additional or conflicting terms or conditions in Vendor's invoice shall be null and void. Vendor shall submit invoices to **ap\_invoices@Mitel.com**. Pre-approved travel and lodging expenses must be itemized into specific categories on the invoice. All original receipts must be attached to the invoice. Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, invoices rendered with errors and omissions or not in accordance with this provision will be considered just cause for Mitel to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of the supplies or services, or the date of invoice, whichever is later. Invoices shall be due and payable 60 days from receipt of an invoice by Mitel.

**Shipment:** Vendor shall observe the shipping instructions of Mitel or be liable for extra charges. Vendor will, at its cost, handle, pack, mark and ship in accordance Mitel's instructions.

**Warranties:** Vendor warrants that all materials furnished under this Order will: (i) be free from defects in materials and workmanship, (ii) conform to the applicable specifications, drawings, samples or other descriptions (iii) be free from defects in design except to the degree such materials are manufactured to Mitel's design (iv) be suitable for the intended purpose. If the purpose is made known to Vendor and Mitel relies on Vendor's judgment and selection and (v) be free from defects in title. These warranties shall remain in effect, as to each item furnished, serviced and/or repaired for a period of time consistent with the warranty life normally offered by the Vendor. If materials furnished under this Order are being resold by Vendor, Vendor warrants it has the authority to: (i) resell such materials to Mitel, (ii) pass on, and shall pass on, all applicable warranties it receives, including without limitation warranties with respect to intellectual property rights, to end users. For services (i) Vendor warrants that the services shall be performed in a competent, professional, skilled manner and in conformance with current industry standards and (ii) associated deliverables shall conform to the specifications of this Order and, if provided by Mitel, as further described in Schedule A and shall be free from defects in design, material and workmanship for 90 days from the date of acceptance by Mitel.

**Export:** Vendor shall at all times comply with all applicable international, national, state, and local laws, rules, and regulations with respect to the conduct of its business and its performance hereunder, including all applicable import, export, and re-export laws of Canada, the United States, the United Kingdom and any other applicable foreign jurisdiction. At Mitel's request, Vendor will execute and promptly deliver to Mitel (or its designate) a Certificate of Origin on behalf of Vendor for such materials, in the form required by the applicable export and import regulations. Vendor represents and warrants that each Certificate of Origin executed and delivered to Mitel under this Order is complete and accurate in all respects. Vendor will promptly advise Mitel in writing of (i) any development or change that may affect any Certificate of Origin executed and delivered by Vendor under this Order; and (ii) any review, investigation, assessment or audit involving Vendor and pertaining to any such Certificate of Origin. Vendor will promptly comply with any request from any government authority having jurisdiction (and shall notify Mitel of any such request) or from Mitel for information regarding any Certificate of Origin, including, without limitation, information concerning the importation of such materials, and/or information regarding valuation for duty and tariff classification for such materials. Vendor agrees to indemnify, defend and hold harmless Mitel from and against any and all claims, actions, damages, liabilities, duties, fines, penalties and interest related thereto, and all charges, expenses and other costs that may be incurred by Mitel in connection with any such liability and costs that may result from any omission, incompleteness, incorrectness, or false or misleading information in any such Certificate of Origin. Upon request, Vendor will provide percentage of US content in materials provided by Vendor.

**Inspection/Acceptance:** All materials ordered will be subject to final inspection and approval by Mitel. It is expressly agreed that payment shall not constitute final acceptance. Mitel may reject and return, at Vendor's expense, any item which contains defective material or workmanship or does not conform to this Order, applicable drawings, specification or samples. For services, Mitel will review services and deliverables upon receipt. If Mitel, acting reasonably, identifies non-conformances, Vendor will correct such at Vendor's expense to Mitel's satisfaction.

**Materials and Equipment:** Vendor represents it now has, or can readily procure, all materials and equipment necessary for the timely performance of this Order. Any special equipment required to fulfill this Order shall be furnished by and at the expense of Vendor and shall be kept in good condition for follow-on orders, and when necessary, shall be replaced by Vendor without expense to Mitel. Any materials or equipment furnished by Mitel in connection with this Order, unless fully paid for by Vendor, shall be (i) deemed loaned to Vendor and title shall at all times remain with Mitel, (ii) used only to fill orders for Mitel, (iii) kept segregated and clearly marked as Mitel's property, (iv) maintained in good condition, normal wear and tear being accepted, and (v) upon the earlier of Mitel's request or the expiration of the Order, returned, at Vendor's expense and risk, in the same condition as they were when furnished, reasonable wear and tear excepted. All tools and equipment either (i) identified as reimbursable items in the Order, or (ii) specifically acquired for performance of this Order with the cost being fully amortized or recovered in the price of the materials to be delivered shall, upon such payment, become Mitel's property. While Mitel-owned property is in Vendor's possession or control, Vendor shall be responsible for all loss or damage and shall, at its expense, secure or maintain extended insurance coverage in an amount sufficient to cover replacement cost.

**Computer Related Access.** Mitel grants to Vendor as-needed access to its computer systems, files, software, e-mail system and other Mitel equipment and services for the sole purpose of performing under this Order. All passwords and other information obtained by Vendor shall be considered confidential to Mitel and treated as described in this Order.

**Termination:** Mitel reserves the right, on no notice, to terminate this Order or any part, for cause if Vendor (i) fails to deliver the materials or perform the services by the time specified (ii) fails to deliver materials or perform services that meet the required specifications, (iii) breaches any of the other terms of this Order, or (iv) fails to make progress in the work so as to endanger performance. Mitel may, for its convenience, terminate work under this Order in whole or in part at any time by giving 10 days written notice to Vendor. If this Order is terminated, in whole or in part, for cause and it's necessary for Mitel to procure any of the ordered goods elsewhere, Vendor will be liable for any reprourement charges which exceed the amount which would have been due to Vendor if it had satisfactorily completed this Order. These remedies shall be cumulative and additional to any other or further remedies provided in law or in equity. On receipt of notice of cancellation or termination, Vendor shall use its best efforts to conclude work and minimize charges to Mitel prior to the effective date of cancellation or termination. Mitel shall have no obligations to Vendor in respect of the cancelled portion of this Order except Mitel's liability for payment for the delivered portion of this Order at the rate specified on this Order.

**Software:** With respect to materials which contain software (including firmware), Vendor hereby grants Mitel, its subsidiaries and distributors, a non-exclusive, worldwide, royalty free right and license to use reproduce, adapt, modify, convert, translate, and transmit software as reasonably required to manufacture, test, market, sell, install, support and enhance Mitel's products in which the materials will be integrated. Mitel, its subsidiaries and distributors, shall have the right and license to grant royalty free, perpetual, worldwide, non-exclusive, transferable sub-licenses to Mitel's customers to use the software, including any changes, updates, revisions, improvements and other modifications thereto, as reasonably required to use such software in association with the materials.

**Confidentiality.** Vendor shall maintain in strictest confidence all information and trade secrets which belong to Mitel and shall not disclose such information in any manner without Mitel's prior written consent, except to Vendor's own employees as required to carry out Vendor's obligations under this Order, and only after those employees have agreed to be bound by this paragraph.

**Indemnity.** Vendor shall indemnify, defend and hold Mitel harmless from any and all claims, suits or proceedings, losses, damages, liabilities and costs (including reasonable legal fees) ("Damages") which (i) are attributable to an act or omission of Vendor or its employee(s) and which arise out of this Order; and (ii) allege infringement of any intellectual property right with respect to all materials and services furnished under this Order. Vendor also agrees that it will, at its own expense, defend any action, suit or claim in which infringement is alleged, provided Vendor is notified as to such suit. Vendor shall not be liable to Mitel to the extent any infringement is based upon the use of materials or services in combination with materials or services provided by Mitel where such infringement or claim would not have occurred but for such Mitel supplied services or materials.

**Limitation of Liability.** In no event shall Mitel's total liability to Vendor for any claim, damage injury or loss arising out of or related to this Order exceed the amount Mitel agreed to pay for satisfactory performance under this Order. Furthermore, in no event shall Mitel be liable to Vendor for any indirect, incidental, punitive, exemplary, special or consequential damages, or for loss of profits, loss of anticipated profits or loss of use which are in any way related to this Order, regardless of how such damages are caused.

**General.** This Order does not create or imply a joint venture, partnership, principal-agent or employment relationship between the parties. Vendor and its employee(s) shall obey all applicable health, safety, environmental, security and other regulations when providing materials, products and/or services to Mitel. Mitel is an ISO 14001 registered company and operates an environmental management system. Mitel's environmental policy may be viewed at [www.mitel.com](http://www.mitel.com). Mitel is an Equal Opportunity Employer and takes affirmative action efforts as it relates to providing employment opportunities for women, minorities, individuals with disabilities and covered veterans, where applicable. Neither party shall be deemed to be in default hereunder for any delay or failure to perform its obligations resulting from causes beyond its reasonable control ("Force Majeure"). In the event of the occurrence of a Force Majeure event which delays or inhibits the performance by a party of its obligations hereunder, that party shall use all reasonable efforts to mitigate the other party's damages resulting from such failure or inability to perform. Any notices or consents given by the parties shall be deemed validly given if delivered by hand, registered mail, email or facsimile at the addresses given in the Order. This Order shall be construed in accordance with and governed by the laws of the jurisdiction in which the Mitel entity issuing this Order is located. In the event of conflict, the order of governance shall be: 1) the terms of any agreement referenced on the face of this Order, 2) the terms on the face of this Order, 3) these Order Terms and Conditions, 4) any Schedule A and attachments thereto and 5) any referenced and attached Vendor documents. If any part of this Order shall be held to be invalid or unenforceable, the remainder of the Order shall continue in full force and effect. Time is of the essence. Vendor shall not assign, transfer or subcontract any of its rights, obligations or duties under this Order without the written permission of Mitel. Vendor shall at all times remain fully responsible for the performance of all its obligations under this Order. This Order shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns. The failure of a party to enforce any provision of this Order shall not constitute a waiver of that provision or the right of the party to enforce that provision or any other provision. Schedule A and all attachments form part of this Order. Vendor shall not disclose or advertise in any manner the details or existence of this Order, without the prior written permission of Mitel. If this Order is for services, Vendor shall obtain and maintain (i) coverage under the Workplace Safety and Insurance Act or other similar legislation in the jurisdiction where the services are performed; and (ii) Comprehensive General Liability Insurance with a limit of at least \$1,000,000.00 per occurrence inclusive for each of bodily injury and property damage. On request of Mitel, Vendor shall provide a duplicate certificate confirming that such insurance coverage is in effect.