

PURCHASE ORDER

Supply Of CISCO firewall license

We refer to the above and our discussions on the said matter, and are now pleased to place with you a formal Purchase Order with following terms & conditions.

PURCHASE ORDER NO. : 7300/IM/FY22/71030/Q27648
P.O DATE : 07/12/2021
SUPPLIER NAME : Connectivity IT Solutions Private Limited
SUPPLIER ADDRESS. : #1877, 3rd Floor, Gangothri, 31st Cross, 10th Main, Banashankari 2nd Stage, Bengaluru – 560070 , INDIA
Capex/Opex : OPEX

Description	Quantity	Currency	Rate Per Unit	Total Amount
Cisco ASA Virtual 100S 3 Year Term Subscription License - Part# L-ASA-V-100S-3Y & SOLN SUPP SWSS ASAv100 with Standard Tier licenses - Part# CON-ECMUS-LASAV1TS	2	USD	22,099.00	44,198.00
			Total	44,198.00
Total Amount in Words : [USD Forty Four Thousand One hundred Ninety Eight Only.]				

AMC Start Date 1 : NA **AMC End Date** : NA
PAYMENT TERMS : Net 30 days from date of Invoice
TAXES : Taxes are extra as applicable if any
SHIPMENT TERMS : E-Delivery
WARRANTY : Standard
SLA AGREED :
BILLING ADDRESS : Firstsource Health Plans & Healthcare Services, LLC Atrium Centre 10400 Linn Station Road, Suite 100, Louisville, KY 40223
DELIVERY ADDRESS : Firstsource Health Plans & Healthcare Services, LLC Atrium Centre 10400 Linn Station Road, Suite 100, Louisville, KY 40223
Note : Please send invoice to payments@firstsource.com
REMARKS :
OTHER TERMS & CONDITIONS :

Documentation to be presented with goods. It is important to mention this Purchase Order number in all future correspondence and invoices in respect of this transaction. Other Terms and Conditions are attached herewith.

This is a system generated Purchase Order and does not require signature.

Firstsource Health Plans & Healthcare Services, LLC

Corporate Office: Atrium Center, 10400, Linn Station Road, Suite 100, Louisville, Kentucky, 40223

Tel: +1 (502)499 0855 | Fax: +1 (502)515 5364 | Web: www.firstsource.com

(CIN : L64202MH2001PLC134147)

Terms & Condition

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **PRICE.** This is a firm price order.
2. **TERMS OF PAYMENT.** Invoices shall be dated no earlier than date of shipment or delivery of service. The discount period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is resolved, whichever date is later. Buyer will pay non-discountable invoices thirty (30) days after receipt of invoice, required delivery date, acceptance, or the date any applicable discrepancy is resolved, whichever date is later. All invoices should be emailed to accounts.payable@na.firstsource.com only
3. **ATTACHMENTS.** Documents designated by Buyer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.
4. **CHANGES.** The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting this Purchase Order.
5. **TERMINATION.** Buyer may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.
6. **ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Purchase Order or any right or obligation hereunder without Buyer's written consent.
7. **EXCUSABLE DELAY.** Fires, floods, strikes, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Seller from delivering, or Buyer from receiving, any of the goods and services covered by this Purchase Order, shall suspend deliveries until the cause is removed, subject, however, to Buyer's right of termination for convenience under Paragraph 5.
8. **PACKAGING, PACKING LIST, AND BILL OF LADING.** Seller shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list.
9. **INSPECTION.** All goods and services furnished hereunder will be subject to inspection and test by Buyer at all times and places and will be subject to Buyer's final inspection and approval within a reasonable time after delivery. Buyer may reject goods and services not in accordance with Buyer's instructions, specifications, drawings, data, or Seller's warranty (expressed or implied), or for untimely delivery. Buyer may return rejected goods to Seller at Seller's expense and Buyer shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected goods or services.
10. **WARRANTIES.** By accepting this Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises or samples, and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon Buyer's request, Seller shall furnish Buyer with a formal waiver or release of all liens by Seller and/or Seller's suppliers. Seller warrants that goods or services covered by this Purchase Order shall not infringe any patent, design, mask work, copyright or trademark, of any third party, either directly or contributorily. Seller agrees to indemnify Buyer and hold Buyer harmless from and against all liability, loss, damage and expense, including reasonable counsel fees and costs of litigation, resulting from any claim of infringement and any litigation relating thereto. In the case where goods or a part thereof are held to constitute infringement and the use of the goods or a part thereof is enjoined, Seller shall, at the expense of Seller, either (a) procure for the Buyer the rights to continue to using the goods, (b) replace the goods so that the goods become non-infringing, or (c) retake the goods and refund the purchase price and transportation and installation cost of the goods to Buyer. Such obligations shall survive acceptance of the goods or services and payment therefore by Buyer. Where applicable, the Seller warrants that the goods covered by this Purchase Order are in compliance with all laws, regulations, rules, and orders relating to the importation of goods into the United States, the exportation of goods out of the country of origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the United States. Seller further warrants that it has obtained all permits, licenses, and certifications necessary for the goods to be exported out of the country of origin, imported in the United States, delivered to Buyer and used or sold within the United States
11. **TITLE; RISK OF LOSS.** Title shall pass to Buyer upon Buyer's receipt of goods at destination. Risk of loss of all goods shall remain in Seller until receipt by Buyer at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence or willful neglect of Buyer or its customer.
12. **CONFIDENTIALITY; LIMITED USE.** Unless otherwise agreed by Buyer in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with . . . Seller's performance of this Purchase Order or prepared by Seller specifically for Buyer pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Seller shall not make any copies of Confidential Information except as specifically authorized by Buyer in writing. At the completion of this Purchase Order, or upon Buyer's request, Seller shall promptly return to Buyer all Confidential Information not consumed in

the performance of this Purchase Order, together with any copies in Seller's possession Seller shall use Confidential Information solely for Seller's performance of this Purchase Order for Buyer, and Seller shall not, without Buyer's written consent, directly or indirectly use Confidential Information or information derived therefrom in performing services or providing goods for any other customer of Seller, or any other person or entity 13. **RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURRING IN THE ORDER.** It is Seller's responsibility to comply with this Purchase Order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the Purchase order or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

14. **BUYER'S TERMS AND CONDITIONS APPLY.** Acknowledgment of the Purchase Order, shipment of any goods, or commencement of work pursuant to the Purchase Order shall be deemed an acceptance of these General Terms and Conditions. No modification of or release from this Purchase Order shall be binding unless agreed to in writing by the parties and specifically labeled as a modification or release. Unless specifically agreed to otherwise by Buyer and Seller, these terms and conditions supersede any submitted by Seller in any proposal or acknowledgment.

15. **EXTRA CHARGES.** No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by Buyer. All goods must be forwarded in accordance with Buyer's shipping instructions, otherwise the difference in freight rate will be charged to Seller.

16. **SUBSTITUTIONS.** No substitution of materials or accessories may be made without written permission from Buyer.

17. **WORK PERFORMED ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES.** If Seller's work under the Purchase Order involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall take all necessary precautions. and such additional precautions as Buyer or Buyer's customer may prescribe to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is due solely and directly to Buyer's or Buyer's customer's negligence, shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) which may result in any way from any act or omission of the Seller, or Seller's agents, employees, or contractors Buyer's customer from said risks and from any claims under any applicable worker compensation and occupational disease acts.

18. **INDEMNIFICATION.** Seller agrees to indemnify, defend, and hold Buyer harmless from and against all losses, damages, liability, actions, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees and other expenses of litigation), suffered, incurred, or asserted by or against Buyer (a) by reason of Seller's breach of a warranty, (b) by reason of Seller's breach of any term of this Purchase Order, or (c) by reason of personal injury, including death, or property damage sustained by a third party, resulting from or arising out of an act or omission of Seller, or Seller's agents, employees, or contractors in fulfillment of this Purchase Order.

19. **CUMULATIVE REMEDIES; WAIVERS; SURVIVAL OF WARRANTIES.** The remedies herein reserved to Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver by Buyer of any term or condition of this Purchase Order shall be construed as a permanent waiver of such term or condition or of any other term or condition. Seller's warranties shall survive the completion or cancellation of this Purchase Order

20. **GOVERNING LAW.** This Purchase Order shall be governed by the laws of the Commonwealth of Kentucky, U.S.A, except for its provisions regarding principles of conflicts of laws, and except to the extent that federal communications law shall apply. Any court action arising under this order shall be venued in Louisville, Kentucky, U.S.A., in either federal or state court, as is appropriate.

21. **"GOODS" AND "SERVICES".** The term "goods" as used herein means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under this order. The term "services" means any and all technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Seller under this order other than labor furnished in connection with the production of goods.

22. **ENTIRE AGREEMENT.** Unless superseded by a specific signed agreement between Buyer and Seller, this agreement shall include the Purchase Order, these General Terms and Conditions, and all attachments referred to in the Purchase Order or in the General Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representatives, with respect to the subject matter are hereby superseded. The term "Purchase Order" as used herein means the first and continuation pages of Firstsource's completed Purchase Order form, including any special provisions contained therein. This agreement may not be modified except by mutual written agreement of the parties.

Additional P.O. Clauses

You must not violate any applicable Anti-Bribery Law. You must implement adequate procedures designed to prevent you or your staff from engaging in any activity which would constitute an offence under any applicable Anti-Bribery Law. You hereby further confirm that in connection with this agreement no improper financial or other advantage has been, will be or is agreed to be given to any person whether working for Firstsource or any third party. Breach of this provision shall without prejudice to any other right, relief or remedy entitle Firstsource to terminate this agreement forthwith. You shall communicate immediately to **whistleblowing@firstsource.com** in case of any grievances in relation obstruction by Firstsource's employee/s during performance of his services under this agreement, violation of anti-bribery law or any Firstsource employee seeks undue favors from the Service Provider. FAR. If applicable, Vendor shall comply with applicable provisions of the

Federal Acquisition Regulations promulgated in Title 48 of the US Code of Federal Regulations, including, without limitation, applicable provisions in Part 52 thereof.

Affirmative Action. VENDOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR §§ 60-1.4(A), 60-300.5(A) AND 29 CFR SECTION PART 471, APPENDIX A TO SUBPART A, IF APPLICABLE. THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY OR NATIONAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.

Omnibus Reconciliation Act of 1980. Vendor agrees that if it is ultimately determined that the arrangement between Vendor and Firstsource is a subcontract for services, the value of which is ten thousand dollars (\$10,000) or more during a twelve (12) month period within the meaning of Section 952 of the Omnibus Budget Reconciliation Act of 1980 (Public Law 96-499), and 42 C.F.R. Part 20, then Vendor, until the expiration of four (4) years after the furnishing of services pursuant to such arrangement, Vendor shall make available, upon written request, to the Secretary of Health and Human Services or upon request to the Comptroller General or any of their duly authorized representatives, this Agreement, any underlying agreement, and the books, documents and records that are necessary to evaluate the nature and extent of the costs of rendering the services to Firstsource under this Agreement or the underlying agreement. This Agreement shall not be construed as authorizing the release of any books, documents or records of Firstsource which do not relate to the furnishings of services to Firstsource under this Agreement or the underlying agreement. If Vendor provides any services through a sub-contract with a related organization, the sub-contract shall contain an access to records clause similar to this one, if required by the laws referenced herein.