



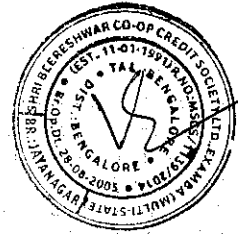
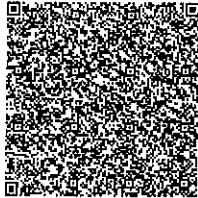
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA52704543311931V
Certificate Issued Date : 28-Apr-2023 12:28 PM
Account Reference : NONACC (FI)/ kaksfcl08/ JAYANAGAR/ KA-JY
Unique Doc. Reference : SUBIN-KAKAKSFCL0887501627174386V
Purchased by : CONNECTIVITY IT SOLUTIONS PVT LTD
Description of Document : Article 12 Bond
Description : MASTER SERVICES AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : CONNECTIVITY IT SOLUTIONS PVT LTD
Second Party : MASHREQ GLOBAL SERVICES PRIVATE LIMITED
Stamp Duty Paid By : CONNECTIVITY IT SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



MSA Reference ID : MSABARCOMGN2023 DATED: 28-Apr-2023

MASTER SERVICES AGREEMENT BETWEEN

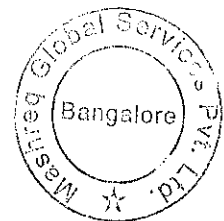
MASHREQ GLOBAL SERVICES PRIVATE LIMITED

(The Customer)

AND

Connectivity IT Solutions Pvt Ltd

(The Supplier)



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sheltestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

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For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

[Signature]
Authorised Signatory

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MASTER SERVICE AGREEMENT

This Agreement ("**the Agreement**") dated 28th day of Apr 2023 ("**Effective Date**") by and between

Mashreq Global Services Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 3rd Floor, Crescent 2, Prestige Shantiniketan, ITPL Main Road, Whitefield, Bangalore 560048, (hereinafter referred to as "**Customer**", which expression, unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and assigns);

And

Connectivity IT Solutions Pvt Ltd, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at No 1877, 1st Floor, 31st corss, 10th Main Road, Banashankari, Bangalore 560070 (hereinafter referred to as "**Supplier**", which expression, unless it be repugnant to the meaning or context thereof be deemed to mean and include its successors and permitted assigns).

(Each a "**Party**" and together the "**Parties**").

WHEREAS

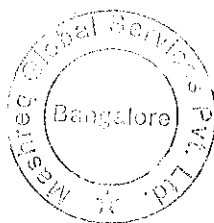
- A. The Customer is in the business of Banking
- B. The Supplier has represented that it holds the required skills and expertise to provide Services (defined below) to the Customer.
- C. The Parties hereto have executed this Agreement pursuant to which the Supplier has agreed to provide Services to the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

- 1.1.1. "**Business Day**" means a day on which the Customer and the Supplier are open for business;
- 1.1.2. "**Background IPR**" means Intellectual Property Rights that belong to or are licensed to a Party prior to the date of the Agreement or created independently of the performance of the Services and/or outside the scope of this Agreement;



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

 Authorized Signatory

1.1.3. **"Data"** means any Personal Data and/or factual information relating to the Customer's business, operations, products and service information, systems and controls, trade secrets and other related facts which the Supplier has come to know of by this Agreement;

1.1.4. **"Fees"** mean the fees payable by the Customer to the Supplier in respect of the Services and as detailed in the Payment Schedule provided in **Annexure B**;

1.1.5. **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

1.1.6. **"Member"** shall mean and include the persons or employees forming part of the Supplier's Team;

1.1.7. **"Personal Data"** means any information relating to means any data or information which relates to staff, customers and clients of the Customer and any data or information which relates to any identified or identifiable individual;

1.1.8. **"Scope of Work"** means the scope of work as agreed to between the Parties pursuant to **Annexure A** (as may be supplemented from time to time);

1.1.9. **"Services"** means each of the services as listed in the **Scope of Work**;

1.1.10. **"Supplier's Team"** has the meaning ascribed to it in Clause 4.3;

1.1.11. **"Working Hours"** means 9am to 6pm (Mon-Fri).

1.2 Interpretation:

In this Agreement:

1.2.1. Headings do not affect the interpretation of this Agreement.

1.2.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.2.3. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2.4. The annexures from part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the annexures.

2. SCOPE OF WORK

Based on the representations and warranties, made by the Supplier and on such terms and conditions as provided hereunder, the Customer hereby appoints the Supplier to provide the Scope of Services as given in **Annexure A**.



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorised Signatory

The Customer is entitled in its absolute discretion to appoint any other party to provide Services or similar services to the Customer in addition to or to the exclusion of the Supplier.

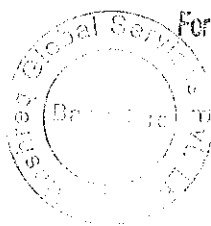
3. FEES

On the terms and conditions hereunder and on satisfactory provisioning of Services, as agreed hereunder, the Customer undertakes to pay the Supplier the fees (more particularly described in **Annexure B**) and on the following terms and conditions:

- 3.1. The Customer shall pay the Fees within 30 Business Days upon receipt of each invoice, issued and submitted by Supplier upon Customer's approval. Payment shall be made only of undisputed invoices.
- 3.2. The Supplier shall not be eligible for any other payment besides the agreed Fee amount.
- 3.3. Without prejudice to any other right or remedy it may have, the Customer reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by the Customer to the Supplier under this Agreement.
- 3.4. No claim for payment for materials purchased or any other expenses shall be reimbursed to the Supplier without the prior written approval of the Customer. All such reimbursements by the Customer are subject to the Supplier providing relevant receipts and proof of expenses accrued.
- 3.5. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services in such form as the Customer shall approve. The Supplier shall allow the Customer to inspect such records at all reasonable times.
- 3.6. Fees shall be paid after withholding taxes as applicable. The Statutory taxes and/or government levies as applicable from time to time will be charged in the invoice and the same will be payable by the Customer at actuals.

4. SUPPLIER'S RESPONSIBILITIES

- 4.1 The Supplier shall allocate sufficient resources to enable it to comply with its obligation under this Agreement.
- 4.2 The Supplier shall co-operate with the Customer in all matters pertaining to the Services and shall appoint a contact (the "**Supplier's Contact**"), authorised to represent the Supplier on all matters relating to the Services.
- 4.3 The Customer may for any reason decline to accept any Member proposed by the Supplier for the provision of the Services (together referred to as the "**Supplier's Team**"), and in such event, the Supplier shall propose a replacement without delay. The Supplier shall ensure the continued availability of all the Members of the Supplier's Team during the provision of the Services. The Supplier shall promptly notify the Customer if any Member of the Supplier's Team is unavailable, on leave or resigns.
- 4.4 The Supplier shall ensure that each Member of the Supplier's Team shall have the relevant industry-standard, skills and training so as to be able to perform the Services in a competent and professional manner.
- 4.5 In the event, that the Supplier requires any Member of the Supplier's Team to be replaced, it shall seek written approval of the Customer to that effect. The Customer may require any Member of the Supplier Team to be replaced with a suitable alternative and the Supplier shall make such arrangements without delay if any Member of the Supplier Team is considered as unsuitable for the Services by the Customer.
- 4.6 The Supplier shall be available to attend all service calls from the Customer pertaining to the Services during the Working Hours and shall respond within **4 business Working Hours (as per OEM Business standard)** from receipt of any query from the Customer.



For CONNECTIVITY IT SOLUTIONS PVT. LTD.

AUTHORIZED SIGNATORY

5. COMPLIANCE

- 5.1 The Supplier hereby agrees that it shall comply with all laws, rules, regulations and ordinances applicable in respect of providing the Services and that may be applicable to it here in under including but not limited Provident Fund Act 1952, Employee State Insurance Act 1948, the Payment of Bonus Act 1965 and the Payment of Gratuity Act 1972. The Supplier shall be liable for all compensatory claims arising out of non-compliance of such applicable laws, rules and regulations by the Supplier.
- 5.2 The Supplier undertakes to provide evidence of the abovementioned compliances to the Customer. The Supplier shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as per applicable laws in force at the time being.
- 5.3 The Supplier shall be responsible for the Members management, labor dispute handling, handling all labour related matters and signing of all such documents as required for the performance of its obligations hereto.
- 5.4 In the event of a breach of any obligation undertaken by the Supplier hereunder in clause 5, the Supplier shall alone be responsible for the penal consequences and financial liability arising out of such breach or contravention. The Supplier agrees that the Customer shall, in no event, be responsible in any manner, whatsoever, for any breach or offence committed by the Supplier and any prosecution or legal proceedings for any such breach or offence shall lie solely against the Supplier.
- 5.5 The Supplier hereby agrees and acknowledges that any breach and/or violation of clause 5 shall give the right to the Customer to terminate this Agreement in accordance with Clause 13.

6. CUSTOMER'S RESPONSIBILITIES

The Customer shall:

- 6.1 Co-operate with the Supplier to enable it to provide Services and shall appoint a contact, to receive communications regarding the Services from the Supplier on behalf of the Customer;
- 6.2 Provide such access to the Customer's premises and Data, and such office accommodation and other facilities, as may reasonably be required by the Supplier to provide the Services. Provided that such access to the Customer's premises, office accommodation and Data shall be granted to the Supplier only upon prior written approval of the Customer; and
- 6.3 Ensure that all such information that the Customer considers reasonably necessary, for provision of Services is accurate and duly provided to the Supplier upon receiving a written request for the same.

7. CHANGE REQUEST

- 7.1 The Customer may request in writing to the Supplier for change or modification in the Scope of Work, provided in Annexure A.
- 7.2 The Supplier shall, within 5 Business Days (and in any event not more than five Business Days after receipt of the Customer's request), shall, without any additional charges, provide a written estimate to the Customer of:
 - 7.a.1 The time required to implement the change;
 - 7.a.2 the proportionate variations to the Supplier's charges as a result of the change, modification, reduction;
 - 7.a.3 The effect of the change on the Services;
 - 7.a.4 Any other impact of the change on the terms of this Agreement;



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

[Signature]
Authorized Signatory

- b. The Supplier shall not incorporate any change in the Scope of Work, unless, approved by the Customer in writing. Upon receiving such written approval for change of the Services, the Parties shall execute an Addendum and make the necessary variations to the Services, Scope of Work, service levels and/or such other relevant parts of this Agreement as may be required.

8 SERVICE STANDARDS

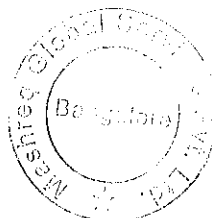
- a. The Supplier represents and warrants that:
- 8.a.1 The Supplier will perform the Services with reasonable care and skill and in accordance with prevailing industrial practices and standards;
- 8.a.2 The Services will conform with all descriptions and specifications provided to the Customer by the Supplier;
- 8.a.3 The Services will be performed in such a way as not to cause any fault or malfunction in any related software or system of the Customer or any interruption to the business processes of the Customer (other than any interruption which is unavoidable. Provided that such interruptions have been duly informed to the Customer and the Customer has agreed to the same).

9 INTELLECTUAL PROPERTY RIGHTS

- a. Subject to Clause 9 c, title, interest and the Intellectual Property Rights in the Services, including any improvement, innovation, a new technique, process, or programs made or developed by the Supplier during the course of this Agreement, on the date of this Agreement and or on creation, as the case may be, shall vest in the Customer. The Supplier hereby assigns (by way of present and, where appropriate, future assignment) all such Intellectual Property Rights with full title guarantee to the Customer.
- b. The Supplier here grants to the Customer a non-exclusive, worldwide, royalty-free, perpetual license to use Supplier's Background IPR incorporated in the Services, to prepare derivative works based on such Services and to otherwise use Supplier's Background IPR incorporated in the Services.
- c. The Supplier must obtain prior written consent of the Customer before incorporating any Background IPR into the Services.
- d. The Supplier shall, promptly at the Customer's request, do or procure to be done all such further acts and things and the execution of all such other documents as the Customer may request from time to time require for the purpose of securing for the Customer the full benefit of this Agreement, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Customer in accordance with this Clause 9.

10 INDEMNITY

The Supplier shall indemnify the Customer against all costs, claims, expenses, losses and damages incurred or to be incurred by the Customer resulting from (i) third party claims arising out of the use of the Services, brand names, trademarks, copyrights and other intellectual property (ii) infringement or violation of any patents, copyrights, or trade secrets or other intellectual property rights of any third parties (iii) breach of Supplier's



For CONNECTIVITY TECHNOLOGIES PVT. LTD.,

Authorized Signatory

obligation under this Agreement; (iii) any negligence, fraud, misrepresentation and/or willful misconduct by the Supplier or its Members; (v) breach or violation of applicable laws by the Supplier (iv) matters for which liability cannot be excluded or limited under applicable law.

11 LIABILITY

In no event shall either Party be liable for any indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen. Provided that the Supplier shall be liable for any liability arising out of (iii) breach of Supplier's obligation under this Agreement; (iii) any negligence, fraud, misrepresentation and/or willful misconduct by the Supplier or its Members; (v) breach or violation of applicable laws by the Supplier (iv) matters for which liability cannot be excluded or limited under applicable law and such liability as agreed in Clause 11 (i) to (iv) shall not be limited.

12 CONFIDENTIALITY

- a. The Supplier ("**Receiving Party**") shall ensure that its employees and the employees of its related companies, affiliates, agents, representatives, advisors and/or consultants, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, products or service information, business, operations, trade secrets and all other related information which are confidential in nature and have been disclosed to the Supplier by the Customer ("**Disclosing Party**") or its agents, and any other confidential information concerning the Customer's business, operations, products or service information which the Supplier may obtain or may have obtained by virtue of the Services ("**Confidential Information**"). The Supplier shall restrict disclosure of the Confidential Information to such Members or its employees and the employees of its related companies, affiliates, agents, representatives, advisors and/or consultants on a strict need-to-know basis for the purpose of discharging the Supplier's obligations to the Customer in relation to the Services, and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind the Supplier pursuant to this Agreement.
- b. All materials, equipment, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and Data supplied by the Customer to the Supplier shall at all times be and remain the exclusive property of the Customer, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to the Customer, and shall not be disposed of or used without the Customer's written instructions.
- c. The Supplier shall exercise in relation to the Customer's Data, Confidential Information and/or Intellectual Property Rights no lesser security or control measures and degree of care than those which the Supplier applies to its own data, confidential information and intellectual property rights.
- d. The Supplier shall ensure that it, promptly, and in any event within twenty-four (24) hours, notify the Customer about any actual or suspected breach of systems operated by the Supplier, its affiliates or sub-contractors, or any actual or suspected unauthorised access to, or disclosure of the Customer's Data and/or Confidential Information ("**Security Breach**") and shall:

12.d.1 provide full details of such Security Breach to the Customer, and update the Customer from time to time;

12.d.2 not make any public disclosures with respect to the Security Breach without the prior written consent of the Customer; and



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

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Authorized Signatory

12.d.3 implement at its own cost and within time frames agreed mutually with the Customer, any measures necessary for restoring the security and mitigating the consequences of the Security Breach (including but not limited to any steps reasonably requested by the Customer).

- e. The Supplier acknowledges that a breach of this Clause by it would result in damage that is incapable of complete remedy by award of damages, and therefore the Customer shall have the right to immediately terminate the Agreement and shall be further entitled to such injunctive or equitable relief as may be deemed proper by the court to specifically enforce its right against the Supplier. In the event of any violation of this Clause, the Supplier agrees to indemnify the Customer for any reasonable costs and expenses, including but not limited to court and attorney fees, incurred in obtaining any such relief.
- f. This shall survive the termination for any reason or expiry of this Agreement.

13 TERM

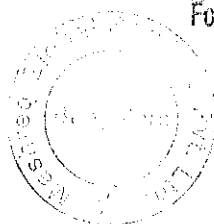
- 13.1. This Agreement shall be valid for a period of one (1) year from the Effective Date and shall be renewed only if agreed upon by both the parties unless terminated earlier in accordance with Clause 14.
- 13.2. The Parties may thereafter, mutually agree to renew this Agreement in writing on such terms and conditions as agreed between the Parties.

14 TERMINATION

- a. The Customer may terminate this Agreement for convenience with 30 (thirty) days prior written notice to the Supplier.
- b. The Customer shall have the right to terminate this Agreement immediately and without liability to the Customer if:
 - 14.b.1 The Supplier commits any breach of its obligations under this Agreement and fails to remedy that breach within 15 (fifteen) days of receiving written notice from the other Party requiring its remedy; or
 - 14.b.2 The Supplier becomes insolvent or becomes subject to bankruptcy, liquidation, compulsory dissolution or receivership.
- c. On termination of this Agreement for any reason, the Supplier shall immediately deliver to the Customer all copies of information or Data provided by the Customer to the Supplier for the purposes of the Agreement. The Supplier shall certify to the Customer that it has not retained any copies of such information or Data.
- d. Upon termination of this Agreement for any reason, neither party shall be liable to the other because of such termination for consequential damages, including but not limited to claims for loss of profits, good will, tangential expenditures or commitments in connection with the business of the Customer or the Supplier, or for any reason whatsoever flowing from such expiration or termination.

15 NON-SOLICITATION

During the term of this Agreement and for a period of 2 (two) years from the termination or expiry of this Agreement, neither the Supplier nor its affiliates shall hire, solicit or entice any employee of the Customer.



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

[Signature]
Authorized Signatory

16 REMEDIES

In the event that the Services are not provided in accordance with this Agreement (for any reason whatsoever, prior to the expiry of the term of this Agreement as stipulated in Clause 13), or the Supplier fails to comply with, any terms of this Agreement, the Customer shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- a. To rescind this Agreement; or
- b. To refuse to accept the provision of any further Services by the Supplier and to require the immediate refund for Services not provided by the Supplier or for Services which rejected by the Customer.
- c. To require the Supplier, without charge to the Customer, to carry out such additional work as is necessary to correct the Supplier's failure, and in any case to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of this Agreement not otherwise covered by the foregoing provisions of this Clause.

17 FORCE MAJEURE

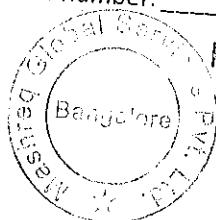
Each Party reserves the right to defer the date for performance of, or payment for the Services, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs, or other industrial disputes (whether involving the workforce of the Customer or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, epidemic, pandemic or default of suppliers or subcontractors.

18 AUDIT AND SUPERVISION

- a. The Customer its agents, consultants, contractors and representatives are authorised to conduct inspections and/or audits of the Services and the Supplier's facilities, including without limitation the premises, processes, controls, procedures, security arrangements, systems, used to provide the Services provided that the Customer shall provide no less than three (3) Business Days written notice to the Supplier of such inspection and/or audit.
- b. The Supplier hereby acknowledges that the Customer has the right to supervise and oversee the Services carried out by the Supplier. For this purpose, the Customer may, to the extent necessary, monitor and deal with any act or failure to act by any Member of the Supplier's Team that leads, or may lead, to a breach of any of the Services. The Customer or its duly authorised representatives may inform the Supplier of any concern in relation to the Services and/or the performance of the Supplier's Team and the Supplier undertakes to attend to any such concern immediately and effectively.

19 CONDUCT OF BUSINESS

The Customer's procurement activities are governed by the principles of transparency, fairness, responsiveness, best value, and accountability. Adherence to these principles prohibits the Customer's staff to accept/offer and or make any direct or indirect efforts to offer any gift, gratuity, entertainment, kickback or anything direct or indirect of monetary value which unduly affect the outcome of procurement activities between the parties to the procurement. These actions, intentional or otherwise, may create an ethics violation. A dedicated team under the Customer is available on the ethics hotline on number: _____ and email: _____ to independently



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorized Signatory

handle such reported violations.

20 FRAUD

Notwithstanding the foregoing, nothing in this Agreement shall exclude or limit the Supplier's liability to Customer for fraud, negligence or willful misconduct.

21 CORPORATE SOCIAL RESPONSIBILITY

Both Parties are focused on "Corporate Social Responsibility" and are committed to integrating social and environmental awareness into their organizational culture.

22 GOVERNING LAW AND JURISDICTION

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts at Bengaluru.

23 DISPUTE RESOLUTION

Any dispute or lack of clarity arising out of or in connection with this Agreement including regarding the scope and performance of the Services shall, in the first instance, be promptly referred to the authorized representative of the concerned parties and attempt shall be made to resolve the dispute amicably. In the event that an amicable solution cannot be reached within one week from the date of referring the dispute to the authorised representatives, the dispute shall be referred to a sole Arbitrator appointed mutually by both the Parties and constituted under the Rules of the Indian Arbitration and Conciliation Act 1996, with its latest amendments. The language of Arbitration shall English and the venue of arbitration shall be at Bengaluru, India. The cost of arbitration shall be equally borne by both the Parties.

24 WAIVER AND MODIFICATIONS

- a. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- b. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- c. This Agreement may not be modified or amended except in writing signed by both Parties.

25 ASSIGNMENT

The Supplier shall not assign its rights or obligations under this Agreement without the prior written consent of the Customer. In the event that any part of the Service needs to be sub-contracted and the same is agreed by the Customer in writing, the Supplier shall be liable for all acts and omission of the sub-contractor under this Agreement. The Customer shall have no obligation or liability to the sub-contractor under this Agreement or otherwise and the subcontractor shall have no rights or remedies against the Customer under this Agreement or otherwise.



For CONNECTIVITY II SOLUTIONS PVT. LTD.,

[Signature]
Authorized Signatory

26 INDEPENDENT CONTRACTOR

The relationship of the Parties hereunder will be one of the independent contractors. Nothing in this Agreement shall be construed as creating employer-employee relationship, a partnership, or a joint venture between the parties. Neither party shall assume or create obligations or liability of any kind on behalf of the other. Neither Party will have any power, right or authority to bind the other Party, or to assume create, any obligation or responsibility, express or implied, on behalf of the other Party, except as expressly provided by this Agreement or as otherwise permitted in writing signed by both Parties.

27 ENTIRE AGREEMENT

This Agreement and its Annexure's (as supplemented from time to time) constitute the entire agreement of the Parties with respect to the subject matter hereof, and supersede all prior agreements between the Parties (whether written, oral or implied) with respect to the subject matter hereof.

28 NOTICES

Any notice under this Agreement shall be given in writing by facsimile, registered mail, courier, hand delivery or electronic mail to the following addresses of the Parties (or at such other address which a Party shall notify to the other).

To the Supplier

Attention: Mr. Venkat Rajan

Address: 1st Floor, No.1877, Gangothri, 31st Cross, 10th Main, Banashankari
2nd Stage, Bangalore, Bengaluru (Bangalore) Urban, Karnataka, 560070.

Email: venkat@cosol.in

To the Customer

Attention: Anil Kumar Menon

Address: Prestige Shantineketan, Crescent 2, 3rd Floor, Bengaluru - 48

Email: anilk@mashreq.com

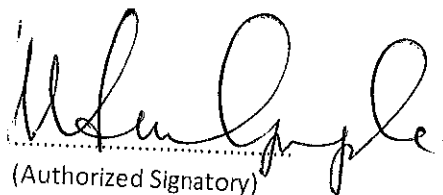
All notices, communications or other documents served in the foregoing manner shall be deemed delivered (a) when delivered in person, (b) five (5) Business Days after the same has been sent by registered mail, and (c) upon receipt of confirmation when sent by facsimile or electronic mail. No notice or other communication shall be deemed to have been given by the Supplier to the Customer unless and until the same has in fact been received by the Customer.

IN WITNESS WHEREOF the Parties hereto have set their hands to this Agreement on the day, month and year hereinabove written.

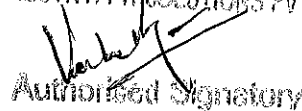
Signed by **Mohua Sengupta**

Managing Director.

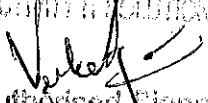
for and on behalf of Mashreq Global Service Private Limited


(Authorized Signatory)

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,


Authorized Signatory

For CONNECTIVITY IT SOLUTIONS PVT. LTD.,


Authorised Signatory

Signed by **VENKAT RAJAN - DIRECTOR**
for and on behalf of Connectivity IT Solutions Pvt Ltd

.....
(Authorised Signatory)



ANNEXURE A

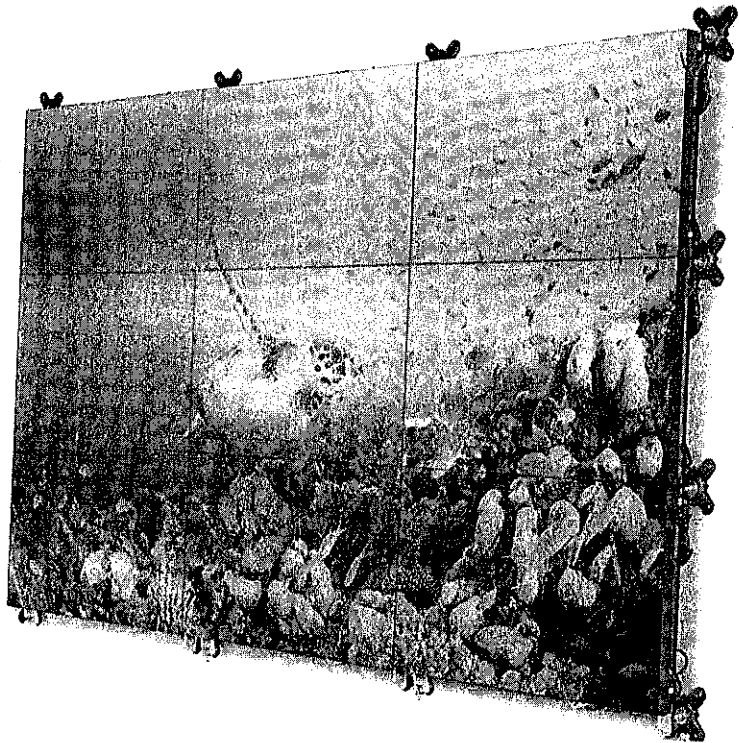
SCOPE OF WORK

BARCO AMC SOLUTIONS

Control Room Solutions



reddot award 2018
best of the best



Comprehensive Annual Maintenance Contract for BarcoVideowall project at Connectivity IT Solutions - Mashreq.

M/s:

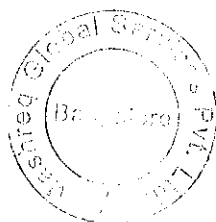
mashreq



المشرق

WE MAKE POSSIBLE

BANGALORE



For CONNECTIVITY SOLUTIONS PVT. LTD.,

Authorized Signatory

To,
M/S Mashreq Global services,
 3rd floor, crescent 2 – Prestige Shanti Niketan
 Bangalore - 560048

IN185002/BARCO/2022/54

Subject: Comprehensive Annual Maintenance Contract for Barco video wall OLF 5 X 2 with LVC 400 video wall video controller.

Dear Sir,

Thank you for your patronage to Barco products. We expect that the product and services provided by us have met your expectations.

Through this letter we wish to inform you that the Barco Display Solution installed at your premises is getting out of Contract from 20.12.2020.

Details of equipment's are as follows:

Project ID	Project Name	Total Engine	Type of System	Type of System	Warranty Start Date	Waranty End Date
IN185002	Mashreq	10	OLF	5 X 2 OLF 721 with LVC 400	21-12-2018	20-12-2020

We are pleased to enclose an offer for Annual Maintenance Contract for the System Installed at your places.

Offered proposal will includes following Services:

- Helpdesk Support
- On site Intervention support
- Half year Preventive maintenance support, which includes majorly
- Cleaning
- Color Matching & Geometry Adjustment
- Health Check-up of installed equipment
- Replacement of Spare part

8. Offered maintenance Contract services are Comprehensive in nature, which will ensure improvement in following area:

- Proactive Service (No need of transactional Repairing)
- High uptime
- Quality Service by OEM
- System Functionality
- Protection from inflation under longer contract.
- Predictive cost



For CONNECTIVITY SOLUTIONS PVT. LTD.,
[Signature]
 Authorised Signatory

Table-1 - Project ID:: IN185002 :: Connectivity IT Solutions- Mashreq - Bangalore

S/N	DESCRIPTION	QTY
1	OLF 721 n 5 X 2 configuration	10
2	LVC 400 Video wa controller	1
3	Control Room Management Suite software	1

Table-2 - Premier Plus Services: SLA and Coverages

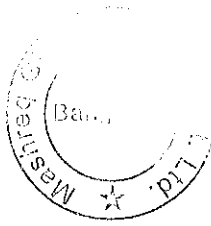
S/N	Activity	Customer	Barco	Remarks
1	Half Yearly preventive maintenance		✓	As per Standard Barco Checklist
2	Breakdown calls - Telephonic Support/ Remote Support (between 9am-6pm Monday to Friday.)		✓	Within 4 Business Hrs
3	Breakdown calls - On Site Support (Intervention Time between 9am-6pm Monday to Friday.)		✓	Within 3 Next business day
4	Intervention Time late night & including weekends	✓		Not covered
5	Site Kit (optional)	✓		To maintain the higher SLA customer, need to procure spare
6	Spare Part Replacement		✓	Advance swap will be sent in Economy mode within 3 NBD from date of receipt of request for spare with Part no. & Sr. No.
7	Technical Updates (Software)		✓	Under maintenance contract FOC. Will be checked/done during the Preventive maintenance visit. No Hardware Upgrade is covered.
8	Wear& Tear Items like Mirror Structure, Cables. Consumables like Cooling Unit, LED Kit & Filter. Non-Barco items like keyboard, Mouse	✓		Excluded
9	Defective return to Barco Noida - Freight & Insurance paid basis	✓		
10	Defective return -Road Permit if applicable		✓	



For CONNECTIVITY SOLUTIONS PVT. LTD.,

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11	Any local taxes/Road Permit for all inward material during contract period	✓		
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For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

[Signature]
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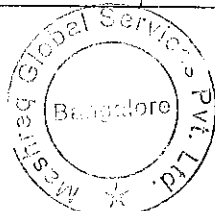
- If the Contract is not awarded from the retrospective date of Warranty Expiry, a startup fee of INR 50000/- +Service may be charged to cover for certain activities to be executed prior to this Agreement becoming effective. Such activities may consist of executing a preliminary examination of the Equipment. If such preliminary examination by BESL shows the Equipment is in poor working condition, this Agreement shall only become effective subject to the Equipment being restored to good working condition at the Customer's expense. Such expense shall be charged to the Customer separately on the basis of BESL's general service rates in effect at the time. Additional 10% cost on year on year renewal of contract.
- **Contractual Liability:** There would be no contractual liability until an order is received against this Offer and is accepted in writing by Barco.
- No hardware upgrade has been considered under this contract. Any limitation due to latest Software/ Operating System, requirement of New Hardware should be addressed separately. A separate offer can be submitted on need basis to customer.

This offer supersedes all previous written & oral communication on this subject.

Hope you will find the above in line to your requirement and requesting you to send us your confirmed purchase order.

Should you have any further clarification, please feel free to contact me.

PM CHECK LIST VIDEO WALL				
DATE :				
PROJECT NAME :				
PROJECT ID :				
MODEL :				
CUSTOMER NAME :				
SR. NO.	DESCRIPTION	How to Check	RESULT	REMARKS
1	CLEANING OF THE SCREEN (FRONT & REAR)	Visual Inspection		
2	CLEANING OF THE MIRROR			
3	CLEANING OF THE OPTICAL PART			
4	CHECKING OF ALL THE DUST FILTER	Visual Inspection Mention the State Like Bad, Very Bad, Good		
5	SYSTEM / CUBE TEMPERATURE	BCMC Web Page Icon should be green		
6	SYSTEM ERROR CHECKS	BCMC No Error should be visible in BCMC's Front Window		
7	SYSTEM INPUT POWER SUPPLY	As per Barco Standards		
8	GBCMC/CUBE FIRMWARE Version	Web Page		



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

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9	CABLE SHOULD BE TIED & CLEAN	Visual Inspection		
10	GEOMETRICAL ALIGNMENT OF THE DISPLAYWALL ONLY FOR REQUIRED CUBE	Visual Inspection By Grid Pattern		
11	COLOR MATCHING IF REQUIRED	Visual Inspection		
12	SOFTWARE/FIRMWARE UPGRADE IF ANY	Suggest BY Engineer		
13	OPERATION TRAINING PROVIDED TO USER	As per User		
14	SPARE PART CHECK UP IF AVAILABLE	POWER ON ONLY		
15	STICKER WITH PROJECT DETAILS AT SITE	Yes/NO (If Not then Put the sticker)		

RESULTS: OK. NOK. NA

REMARKS: ANY COMMENTS CAN BE FILLED IN REMARKS COLOUM

PLEASE FILL AS PER INSTALLED EQUIPMENT AT SITE

Barco Electronic Systems (P) Ltd., A-38C, Gate No.3, Sec-64, Noida-201301 Dist. Gautam Budh Nagar (U.P)
Tel: 0120-4020000

REV : 1.3



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

Authorized Signatory

PM CHECK LIST CONTROLLER				
DATE :				
PROJECT NAME :				
PROJECT ID :				
MODEL :				
CUSTOMER NAME :				
Controller Art. NO		Controller Si. No		
SR. NO.	DESCRIPTION	How to Check	RESULT	REMARKS
1	CLEANING OF THE CONTROLLER (OUTSIDE & INSIDE)	Visual Inspection		
2	CHECKING OF DUST FILTER			
3	CHECKING OF POWER SUPPLY- LED STATUSOK			
4	CHECKING OF HARD DISK/RAID SYSTEM	INTEL SOFTWARE/LED		
5	ALL INPUT & OUTPUT CARDS ARE OK	FUNCTIONALITY CHECK		
6	SYSTEM ERROR CHECKS	EVENT LOGS		
7	SYSTEM INPUT POWER SUPPLY	As per Barco Standards		
8	NETWORK PORT IS OK & CONNECTED	VISUAL INSPECTION		
9	NETWORK TEAMING IS DONE IF REQUIRED	NETWORK SETTING		
10	CMS LICENSE IS VALID & VERSION	CMS WEBPAGE VALIDITY		
11	WINDOWS ACTIVATION DONE	CONTROL PANEL		
12	SOFTWARE UPGRADE IF ANY	SUGGESTED BY ENGINEER		
13	CONTROLLER'S DISPLAY RESOLUTION IS OK(MENTION TOTAL RESOLUTION)	Visual Inspection		
14	CABLES ARE PROPERLY ROUTED FROM VIDEO WALL TO CONTROLLER			
15	CONTROLLER CABLES ARE PROPERLY TIED NEAT & TIDY			
16	OPERATIONAL TRAINING PROVIDED TO USER IF REQUIRED	As per User		



For CONNECTIVITY SOLUTIONS PVT. LTD.,

[Signature]
Authorised Signatory

RESULTS: OK. NOK. NA

REMARKS: ANY COMMENTS CAN BE FILLED IN REMARKS COLOUM

PLESAE FILL AS PER INSTALLED EQUIPMENT AT SITE

Barco Electronic Systems (P) Ltd., A-38C, Gate No.3, Sec-64, Noida-201301 Dist. Gautam Budh Nagar (U.P) Tel:
0120-4020000

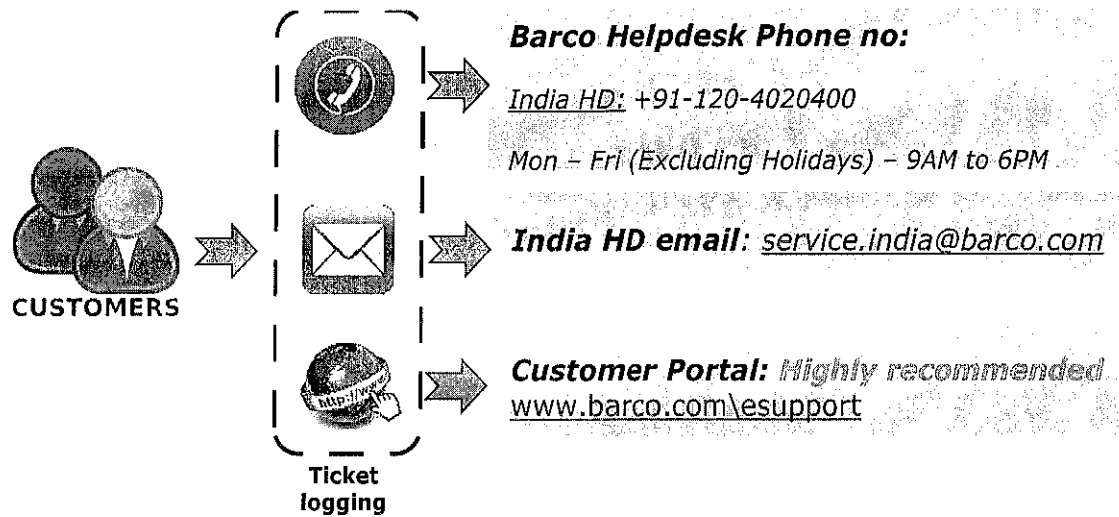
REV : 1.3



For CONNECTIVITY SOLUTIONS PVT. LTD.,

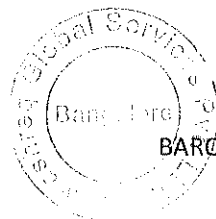
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Authorised Signatory

Help Desk(HD) Support – Process Flow:
How to register service ticket?



Barco India Service Escalation Matrix

Level	Designation	Name & Email	Contact
1	Level 1 Support Specialist	Cinema : Mr. Amey Kapshikar ameya.kapshikar@barco.com	+91 96192 59460
		OX: Ashutosh Shukla Ashutosh.shukla@barco.com	+91 95604 99022
		IX, HC: Mr. Shaket Bihari Pandey shaketbihari.pandey@barco.com	+91 84342 67976
		MX : Mr. Gaurav Shahi gaurav.shahi@barco.com	+91 90843 02410
2	Level 2 Support Specialist	(South, West) Mr. Vinod Gumaste Vinod.gumaste@barco.com	+91 86189 76325
3	DGM – Customer Support	Mr. Srinivasan K Srinivasan.k@barco.com	+91 120 4020359 +91 98105 01416
4	Director – Customer Support	Mr. Harcharan Singh Chawla harcharan.chawla@barco.com	+91 120 4020239



BARCO AMC SOLUTIONS

For CONNECTIVITY SOLUTIONS PVT. LTD.,

(Signature)
 Authorized Signatory

BARCO INDIA
TERMS AND CONDITIONS OF SALE October 2017

Any sales of products ("Products") or supply of services ("Services") shall be subject to the terms and conditions below in so far as they do not conflict with any other contractual provisions expressly agreed between Buyer and Seller. Products or Services specific warranty riders supplementing or superseding the warranty provisions contained herein may apply. No other general terms and conditions that may be referred to in Buyer's request for proposal or order shall apply, even if these have not been rejected by Seller.

1. DELIVERY

- 1.1 Products shall be delivered in accordance with the agreed Incoterm® 2010. Any delivery date mentioned in the order confirmation is for information only. Products shall be delivered in Seller's standard package with Seller's standard labeling and markings. If Seller cannot ship the Products or supply the Services due to an act or omission of the Buyer, all costs associated therewith (including storage) shall be charged to Buyer.
- 1.2 Buyer's failure to give notice to Seller of any claim within 8 days after the delivery of the Products or supply of the Services shall constitute an unqualified acceptance thereof. Buyer shall file a claim for loss of or transport damage to the Products against the carrier immediately upon delivery and notify Seller forthwith. Rejected Products must be kept at Seller's disposal and can only be returned with Seller's prior consent.

2. TITLE

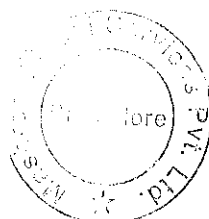
Title to the Products shall pass to Buyer after the price thereof has been paid in full to Seller. Until Buyer has obtained title to the Products, Buyer shall ensure that the Products in its possession shall be readily identifiable as Seller's property. At Seller's request, Buyer shall execute all documents and do all acts which may be required to enforce Seller's retention of title.

3. TAXES AND DUTIES

- 3.1 Any taxes, duties, excises and other charges levied in connection with the sale of the Products or the supply of the Services shall be borne by Buyer, except for those taxes and duties, which are payable by Seller prior to the delivery of the Products pursuant to the agreed upon Incoterm or the supply of the Services.
- 3.2 If Buyer exports the Products, Seller may charge VAT, which will be credited only upon receipt of valid proof of arrival of the Products in the country of destination.

4. INVOICING – PAYMENT – DEFAULT

- 4.1 Seller shall invoice Buyer the price of the Products on a shipment per shipment basis. Seller shall invoice Buyer the price of the Services in advance at the commencement of the service agreement, or, for projects, prior to the supply thereof. The price shall be in the currency of Seller's quotation or applicable price list.
- 4.2 Buyer shall pay Seller's invoices in advance without any deduction or set-off. If Seller cannot complete a milestone in the schedule due to an act or omission of the Buyer, the installment payment related to such milestone shall be deemed payable if Buyer's act or omission prevents Seller from completing the milestone within 30 days from Seller's notification.
- 4.3 If payment is delayed, Buyer shall pay Seller late payment interest at 18% p.a. on any overdue amounts. If Buyer fails to comply with Seller's payment terms or is unable to provide satisfactory security, Seller may, at its option, suspend its obligations until full payment or satisfactory security has been received by Seller, or consider all pending orders cancelled by Buyer. Any claim by Buyer shall not entitle Buyer to delay or withhold payment of the overdue amounts.



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

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5. ON SITE INSTALLATION – ACCEPTANCE TESTS

- 5.1 If Seller has agreed to install the Products at a designated site, Buyer shall carry the Products at its expense from the place of delivery to the site of installation. Buyer shall timely meet Seller's (pre-) installation requirements and perform all works to be carried out by Buyer. Buyer shall inform Seller of the health and safety risks on site at least 30 days prior to the installation and assume health and safety co-ordination between the contractors on site.
- 5.2 If Seller has agreed that the Products or Services are subject to factory or on-site acceptance tests, Seller and Buyer shall agree on the acceptance procedures and tests. Buyer shall accept the Products or Services if the acceptance tests only reveal non-critical issues not preventing the operational use thereof subject to Seller remedying such issues within a reasonable time period. Any operational use of the Products or Services by the Buyer or any other user shall be deemed to constitute a final acceptance. If no factory or on-site acceptance tests have been agreed, Buyer shall, upon installation, properly inspect the Products. Buyer's failure to complete the tests or carry out the inspection within 3 months from the shipment shall constitute an unqualified acceptance and a waiver by Buyer of all claims with respect thereto. Seller shall replace for free any Product found defective or non-conforming within this time period by a new Product and carry both ways cost of packing, transport and insurance related to the replacement of the Product.

1.1.1.1 6. FORCE MAJEURE

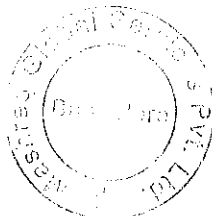
- 6.1 Neither party shall be liable for default or delay in the performance of any of its obligations (except for any payment obligation) due to Acts of God, fires, explosions, strikes, riots, acts of terrorism, civil or international wars, invasions, refusal by governments to grant import or export licenses or the cancellation thereof, inability to obtain raw materials, components or parts due to Force Majeure, or a contingency of a supplier of goods and services, or any other event beyond the reasonable control of either party.
- 6.2 In case of Force Majeure, Seller shall allocate the available Products and supply the Services amongst its Buyers at its discretion.

1.1.1.1 7. WARRANTY

7.1 Warranty

- (a) Hardware: Seller warrants that the Products shall (i) conform to the specifications in effect at the delivery and (ii) be free from defects in material and workmanship.
- (b) Software: Seller warrants that software shall perform substantially in accordance with the specifications in effect at the date of delivery. Software is inherently susceptible to bugs and errors. Seller makes no warranty with respect to software which is provided to Buyer on an "as-is" basis and does not warrant uninterrupted or error-free operation of the Products.
- (c) Services: Seller warrants that it shall supply the Services in a workmanlike manner.
- (d) Hardware (including second hand and demo equipment): 12 months commencing on the date of shipment or, if applicable, the date of acceptance as per Article 5.2. The warranty period for Products which are not subject to factory or on-site acceptance tests shall be extended with three (3) months, irrespective the actual time lapse between the shipment by Barco and the onward delivery to the end customer.
- (e) Software: 3 months commencing on the date of delivery or, if applicable, the date of acceptance as per Article 5.2.
- (f) Spare Parts: 3 months commencing on the date of shipment.

In case of repair or replacement, the warranty period shall continue to run until its expiry or 3 months after the repair or replacement, whichever is longer.



For CONNECTIVITY SOLUTIONS PVT. LTD.,
Authorized Signatory

7.2 Conditions precedent for Warranty to apply

The Warranty shall apply only to the extent the Products, Services or any parts thereof have:

- (i) been handled, transported, stored and installed (if and to the extent such activities have not been carried out by Seller) in accordance with Seller's instructions including but not limited to use of original packaging, covered and secure location, minimum temperature, maximum humidity, and installation by Barco certified personnel,...) or, in absence thereof, in a professional and workmanlike manner;
- (ii) not been subject to any unauthorized access, alteration, modification or repair or attempts thereto (such as removal of warning labels, original seals or serial numbers) or any abuse or damage;
- (iii) been at all times "normally used" for the specified purpose and operated and maintained in strict accordance with the instructions set forth in the operating and maintenance manual or, in absence thereof, in a professional and workmanlike manner. For the purpose hereof, "normally used" shall mean a regular, ordinary and routine use as intended or as recommended by Seller;
- (iv) not been connected to or used in combination with other equipment, products or systems (hardware and/or software) not compatible with the Product.

7.3 Exclusions from the Warranty

In no event shall Seller be liable for any defects, failures, loss of or damage caused by or resulting from (i) wear and tear, (ii) any external cause or event out of Seller's control, (iii) use or operation of the Product or Service prior to acceptance, (iv) any act or negligence of Buyer or any third party, or (v) any phenomena inherent to the technology used such as image retention, burn-in, vibrations, etc. The Warranty shall not apply to consumables (lamps, liquids, filters, batteries, etc.) or reflectors, fans, pumps, LED's. Any third party product or any part thereof which Seller merely resells with the Products or Services, is subject to the original manufacturer's warranty and no separate warranty is given in respect thereof by Seller.

7.4 Claims for repair or replacement under Warranty

Any claim under the Warranty must be notified to Seller in writing within 8 days from the discovery of the defect or failure.

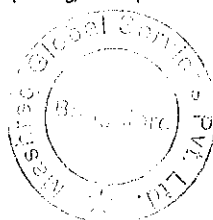
7.5 Remedies under the Warranty

Under the Warranty, Seller shall, at its sole option and cost, and without undue delay, with respect to:

- (a) Hardware: (i) repair or correct the Product or part; or (ii) replace the Product or supply part(s) or component(s). A replacement part shall be at least functionally equivalent to the original part. The replaced Product, parts and/or components shall become the property of Seller and shall, at Seller's request, be returned by Buyer to Seller within 15 days. If Buyer fails to return, the Seller shall invoice the replaced Product, parts and/or components at list price.
- (b) Software: amend the software or supply an alternative version of the software.
- (c) Service: reperform the Service.

7.6 Return of defective Product or parts – Repair - Replacement

The repair or replacement under the Warranty only covers the cost of material and in factory labor. The repair or correction shall be carried out at Seller's repair facility, unless Seller has agreed to perform the repair or replacement elsewhere, in which case time and travel and living expenses of the service engineer shall be payable by Buyer in accordance with Seller's then applicable rates and procedures. Buyer shall not return a defective Product or part thereof without Seller's prior written approval. Upon approval, Seller shall issue to Buyer a Return Material Authorization (RMA) number. The one-way cost of packing, transport and insurance related to shipping the Product or part for repair



For CONNECTIVITY SOLUTIONS PVT. LTD.,

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or replacement shall be borne by Buyer. Buyer shall pack the Products correctly so as to protect them from transport damage and properly back-up any data stored thereon. The one-way cost of packing, transport and insurance related to shipping of the repaired or replacement Product or part to Buyer shall be borne by Seller.

1.2 7.8 The remedies specified in this Article 7 shall constitute Buyer's sole and exclusive remedy and Seller's sole and exclusive liability for Seller's breach of the Warranty hereunder.

7.9 Seller makes nor intends to make any other warranties or representations, express or implied, and it expressly excludes and disclaims any and all warranties which

may be implied or otherwise created by operation of law including all implied warranties of uninterrupted or error-free use or operation, merchantability and fitness for a particular purpose.

8. TERMINATION - CANCELLATION

8.1 In the event that (i) a petition in bankruptcy is filed by or against Buyer, or (ii) Buyer is declared bankrupt, or (iii) Buyer becomes insolvent or his credit becomes impaired in the reasonable opinion of Seller, or (iv) proceedings are initiated by or against Buyer seeking appointment of a receiver, reorganization, liquidation, dissolution, debt rearrangement or any other similar relief, or (v) if Buyer fails to perform or fulfill at any time any material obligation or condition hereunder, Seller, at its discretion, shall have the right to either suspend the performance of his obligations until the Buyer performs his obligations or to terminate the order with immediate effect without prior summons or notice period by registered letter. In the latter case, without prejudice to any other remedies, Seller may repossess the Products without the intervention of any court and Buyer shall assist Seller hereto at no charge.

8.2 If Buyer cancels the order, Buyer shall pay Seller a compensation equal to 20% of the order amount, without prejudice to Seller's right to seek reimbursement equal to its actual losses. Advances which have already been paid will accrue definitively to Seller to the extent of the compensation due.

9. LIMITATION OF LIABILITY



For CONNECTIVITY IT SOLUTIONS PVT. LTD.,

[Signature]
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- 9.1 To the maximum extent permitted by law, Seller's exclusive liability and Buyer's exclusive remedy for any and all claims, whether arising out of contract, warranty, negligence, Seller's failure to comply with laws and regulations, strict liability or otherwise, shall be limited to the price of the Product or Service in relation to which the claim is made or, at Seller's option, the replacement thereof.
- 9.2 In no event shall Seller be liable for special, incidental, punitive, indirect or consequential damages, (including without limitation loss of profits, business, revenue, goodwill or anticipated savings) even if advised of the possibility of such damages.
- 9.3 No limitation applies for liability in relation to death or personal injury caused by the negligence of Seller, willful misconduct, gross negligence, intentional acts or other cases where liability may not be excluded or limited by applicable law.
- 10. THIRD PARTY RIGHTS**
- 10.1 Seller shall hold harmless and indemnify Buyer from and against direct damages, losses and expenses arising from infringement of any patent, trademark or copyright of a third party by a Product or Service and defend and settle at its sole expense any claim brought against Buyer, provided that (i) Seller is promptly notified by Buyer in writing after a claim has been asserted against Buyer, and (ii) Seller shall assume sole control of the defense and any settlement negotiations, and (iii) Buyer shall not make any representation or concession, negotiate, settle or compromise any claim without the prior written consent of Seller and (iv) Buyer, at its cost, shall provide assistance and support, as Seller may require, in connection with the defense and any settlement negotiations.
- 10.2 Seller shall have no indemnity obligation for any Product or Service, or any portion thereof, (i) that is based on specifications, drawings, models or other data furnished by Buyer or, (ii) that is not provided by Seller or, (iii) that is modified by a party other than Seller and not at its direction or, (iv) to the extent Buyer continues the allegedly infringing activity after having been provided modifications that avoid the alleged infringement, or (v) where the use of the Product or Service, or the combination or thereof with other products, processes or materials or the distribution thereof rather than the Product or Service itself is the primary cause of an alleged infringement.
- 10.3 If it has been determined that Seller has infringed or misappropriated such third party rights, Seller may, at its option and cost, (i) modify the Product or Service in such a way that it shall not infringe upon or misappropriate the rights of the third party or (ii) obtain for Buyer a license or other right to use the Product or Service or (iii) replace the Product or Service with a non-infringing Product or Service. If the foregoing options are not available on commercially reasonable terms and conditions, Seller may require the return of the Product and refund to Buyer amounts paid for the Product minus a reasonable allowance for the period during which Buyer has used the Product.
- 10.4 The remedies set forth in this Article 10 shall constitute Buyer's sole and exclusive remedy and Seller's sole and exclusive liability for a third party claim that the Product or Service infringes or misappropriates any intellectual property right of a third party.
- 11. SECRECY - INTELLECTUAL PROPERTY RIGHTS**
- 11.1 Buyer shall not disclose any proprietary or confidential information of Seller.
- 11.2 Any patents, trademarks, copyrights, any other intellectual property rights or any proprietary or confidential information, whether existing prior to the date of Buyer's order or developed as of the date thereof, shall remain the property of Seller or its licensor, as the case may be, and nothing herein shall be construed as conferring on the Buyer by implication or otherwise, any right, title or interest in, or any license under any intellectual property right, confidential information or other trade secret. Seller shall however not enforce its intellectual property rights against Buyer, its successors or assigns who are operating the Products or Services as authorized hereunder.
- 11.3 The software supplied by Seller to Buyer hereunder shall remain the property of Seller or the licensor at all times.



For CONNECTIVITY TECHNOLOGIES PVT. LTD.,

Authorized Signatory

Buyer shall at all times comply with terms and conditions of the (sub)license imposed by Seller or the licensor. Subject to the payment by Buyer of all outstanding amounts, Seller hereby grants to Buyer a non-exclusive (sub)license to use the software solely for the purpose of operating the Products delivered hereunder. Seller hereby grants to Buyer the right to assign the software user license referred to above to the end-user to whom Buyer resells the Products.

12. DATA PROTECTION

12.1 Seller may, without restriction, save, process, use and reuse any data obtained in connection with the sales of Products or supply of Services. Upon request of Seller, Buyer shall promptly inform Seller in writing about the measures which Buyer takes to fulfill its obligations under the applicable data protection laws. Seller shall take suitable technical and organisational measures to protect personal data received from Buyer against loss and unlawful processing.

12.2 Buyer warrants towards Seller that (i) the data are lawfully obtained from data subjects; (ii) it has provided data subjects all necessary and relevant information with regard to the processing of their data as required under the applicable data protection laws; (iii) the data is lawfully provided to Seller; and (iv) the data processing does not infringe any third-party rights. Buyer agrees that it remains the contact point for data subjects and that it will inform data subjects hereof. Buyer ensures that the personal data provided to Seller will be up-to-date and relevant for the Products sold or Services supplied. Buyer undertakes to inform Seller of any request of a data subject to rectify or to erase its data or to limit the processing of its data. Buyer shall indemnify and keep indemnified Seller against all claims, proceedings or actions brought by a competent public authority or an individual against Seller arising out of any breach by Buyer or any of its processors of any third party rights or its obligations under applicable data protection laws.

13. EXPORT

13.1 Buyer shall comply with any applicable export control laws and regulations or any end-user certificate issued thereunder and shall not export, nor permit the export or re-export of (i) any proprietary information or software or any copy thereof, or (ii) the Products in violation of any such laws and regulations, or without all required licenses and authorizations, to any country to which the said export laws, restrictions and regulations prohibit exportation.

13.2 Buyer shall timely inform Seller of any local rules or regulations which may restrict, technically, regulatory or otherwise, the deployment or operation of the Products or supply of the Services in Buyer's country and provide any reasonably required assistance in obtaining any license required therefor.

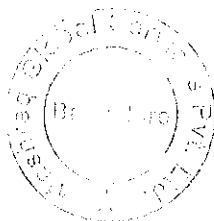
14. ASSIGNMENT

Buyer may not assign or otherwise transfer to a third party the benefits or obligations arising from the order, in whole or in part. Seller may assign the order to an affiliate of Seller or to a third party in connection with the sale of the business of Seller. The order shall be binding and shall inure to the benefit of the legal successors of either party.

15. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE)

If Seller is required by law to collect, treat, recover and dispose WEEE in an environmentally sound manner, Buyer shall arrange for and pay for the cost of collection and transportation of WEEE to the recycler designated by Seller.

16. GOVERNING LAW AND JURISDICTION



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16.1 All sales of Products and supplies of Services are subject to the law of Seller's country or, where applicable, state or province of incorporation without recourse to its conflict of law principles. In the event of a conflict between these terms and conditions and public order provisions under a ny applicable law, the latter shall prevail and the validity of the other clauses of these terms and conditions shall not be affected. The provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods and the United States Uniform Commercial Code shall not apply to any order.

16.2 Any dispute shall be settled by the courts of Seller's registered seat, or, at Seller's option, the courts of Buyer's registered office, and without prejudice to the enforcement of any judgment or order thereof in any other jurisdiction.

17. **HEALTHCARE REGULATORY** (this article applies to the medical devices referred to in the following links: <http://www.barco.com/en/Products/Displays-monitors-workstations/Medical-displays> and <http://www.barco.com/en/Products/Networked-solutions/Nexxis-for-the-operating-room/Uncompressed-OR-over-IP-platform.aspx>)

17.1 Product Registration and Product labeling

Seller shall (i) determine the countries in which the Product can be offered for sale, (ii) register the Product in these countries, (iii) provide Buyer with the list of such countries upon request and (iv) maintain product registration for such countries until the Product has become end of service (EOS). Buyer shall refrain from selling the Product in other countries without Seller's prior consent.

All Instructions For Use (IFU) and product labelling shall be in English, unless otherwise required under local law upon request. Buyer may not rework, relabel or repack the Products.

Buyer shall make no representations, claims or warranties with respect to the Products other than those specifically authorized in writing by Seller. Buyer shall instruct the end-user not to use the Product beyond its intended use defined by the Seller.

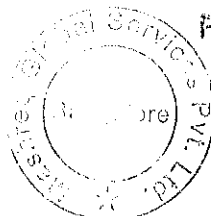
17.2 Traceability and record control

Buyer shall keep distribution records for every Product sold for the life-time of the Product or 15 years from shipping date, whichever is longer; containing at least the following information: the end-user name, address, contact details and the serial numbers. The Seller shall have access to these records as may be required to comply with any statutory or regulatory obligation. These distribution records must be (i) kept up to date, including any changes by the end-users in the use of the Product and (ii) adequate to permit a complete and rapid withdrawal of Products from the market.

17.3 Complaint Handling and Incident Reporting

Buyer shall report immediately all customer complaints to the Seller and provide Seller with the following information: Product model name, Product part number, Product serial number, the cause for the complaint, any action taken and confirmation by distributor of stated complaint.

The Buyer shall notify Seller immediately of: (i) any event that might require Seller to report



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to the competent authorities or otherwise comply with any applicable law, rule or regulation governing medical devices; (ii) any Product that may have caused or contributed to a death or serious injury, or (iii) any Product malfunction that would be likely to cause or contribute to a death or serious injury if the malfunction were to reoccur.

Buyer shall provide Seller's support team (www.barco.com/esupport) with

the required incident records, complaint reports and investigations. The

Buyer shall provide assistance during the investigation of a potential reportable

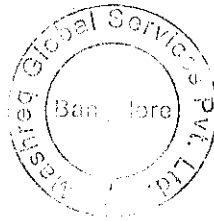
event as well as any audit by the competent authorities. Buyer cannot

initiate any recall or field corrections without Seller's approval.

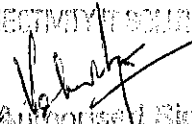
Buyer shall clear the Product from any personal health information that may be stored thereon prior to returning such Product to Seller.

17.4

In case of subcontracting or resale, the Buyer shall impose the requirements contained in this article 17 upon his contracting party.



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ANNEXURE B

PAYMENT SCHEDULE

No.	Product Cover	Service Description	Qty	Unit Price	Extended Price	GST 18% Amount	Total Price INR
1 Year AMC							
1	• OLF 721 in 5 X 2 configuration-10 Qty • LVC 400 Video wall controller-1 Qty • Control Room Management Suite software-1 Qty	Full care AMC for Barco OLF 721 - 5 X 2 display wall with LVC Controller for 1 Year	1	13,72,825	13,72,825	247108.50	1619934
			Total (W/O Tax)		13,72,825	247108.50	
						Grand Total	1619934.00

100% Payment within 30 days from the date of Invoice

Start Date : 1st May 2023 to 30th April 2024

Warranty	OEM Standard
Delivery	10-15 working days from receipt of PO
Taxation taken	Extra as applicable
Orders	Kindly mention our Quotation Reference number in your Purchase order. Your order & advance will be raised on M/s Connectivity Solutions
Validity	5 Days
Installation	If required additional charges applicable as per SOW
GENERAL CONDITIONS OF SALE OF GOODS	
Freight	Actual. if the delivery locations are other then Bangalore, Delhi & Mumbai
Mode	By Road, (By Air cost as per actual if required- on Request)
Packing	Extra , incase special packing required
Insurance	Our scope up to delivery address given in PO. The same will arrange & born by you incase delivery required other then PO address.
Taxes	As mentioned in the quote.
Road Form	Road Form OR stock transfer letter will be provided by you .(Will revise quote incase you are unable to provide the same),
Octroi / Entry Tax	To be paid by you as actual.
Validity	Prices quoted are valid for acceptance up to a period of 5 days.
Warranty Support	To be provided by OEM (as per their SLA / purchase service level).
Product Manuals	Manuals are integrated with the electronic help system or as per OEM standard.



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LD Clause	We do not accept LD unless agreed.
Cancellation Charges	zero % of PO value within first 5 days ,20% 5- 15 days , no cancellation acceptable after 20 days.
Damage In transit	<p>All goods are insured in transit. Buyer will inspect the goods immediately on arrival thereof and will, within 2 days from the date of arrival give the notice of any damage/loss in transit found in the goods. If the Buyer fails to give</p> <p>such notice, goods will be deemed to be in order and no claim from the Buyer will be entertained thereafter.</p>
Late Payment	Interest @ 24% per annum will be levied if paid beyond the due date
Force Majeure Clause	<p>This offer is submitted on the understanding that the Company will not be responsible for delay or failure to execute orders if such delay or failure is due to causes unforeseen (export hold) or beyond the control of the Company</p> <p>such as Strikes, riots or civil commotion, fire, floods, damage or accident to Machinery, non-availability or raw materials/components, non-availability Of transport facilities and such other causes beyond the Company's control.</p>
Arbitration	<p>All disputes would be settled mutually. In case of any difference, a mutually appointed arbitrator's decision would be binding on both parties. The Company's Head Office being in Bangalore ,it is always understood that the cause</p> <p>of action in all contracts shall be deemed to have arisen in Bangalore. All disputes would therefore be settled within the jurisdiction of Bangalore.</p>
Our Website	www.cosol.in



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