

Purchase order



Purchase order IMIN/PO/000000157-3
Date 08-04-2024

Billing Address

InMobi Technology Services Private Limited
7th Floor, Embassy Tech Square Marathahalli-
Sarjapur Outer Ring Road,
Bangalore, KA 560103
India
Bangalore - 560103
KA
IND

Delivery address

InMobi Technology Services Private
Limited
7th Floor, Embassy Tech Square
Marathahalli-Sarjapur Outer Ring Road,
Bangalore, KA 560103
India
Bangalore - 560103
KA
IND

Vendor Address

Connectivity IT Solutions Pvt Ltd

#1877, 1st Floor, 31st Cross,
10th Main, BSK 2nd Stage,
Bangalore - 560076
KA
IND

Telephone +916366945895
Email Billops@inmobi.com
PAN AACCI7117F
Tax registration number 29AACCI7117F1ZM

Telephone
Email
PAN AAGCC1283L
Tax registration number 29AAGCC1283L1ZC

#	HSN/SAC Code	Description	Quantity	Unit price	Total	Charges code	Charges value	Tax rate	CGST	SGST	Tax	Currency	Grand total
1	998313	Services as per Signed contract	1.00	35,84,000.00	35,84,000.00		0.00	CGST +SGST18%	3,22,560.00	3,22,560.00	6,45,120.00	INR	42,29,120.00
Total					35,84,000.00		0.00		3,22,560.00	3,22,560.00	6,45,120.00		42,29,120.00

Total amount in words
Forty Two lakhs Twenty Nine Thousand One Hundred Twenty rupees Only

Additional Remarks Period: 02-02-2024 to 31-01-2025.
Payment term 7Days
Prepayment obligation No
Delivery terms
Delivery date 15-03-2024 00:00:00

GENERAL TERMS AND CONDITIONS

1. Scope of Services
The Vendor shall perform the services per the scope of services mentioned under the Purchase Order.

This is system generated document, no signature required.

Affiliates or Associates of Client may request Services under this Agreement. "Affiliate" under this Agreement shall mean any entity, directly or indirectly, controlled by or under common control with or controlling a party to this Agreement. "Associate" means, an entity that directly or indirectly controls, is controlled by or is under common control with a company. "Control" for purposes of this definition, means direct or indirect ownership (including ownership through one or more Associates) of more than 25% of the paid-up share capital of an entity. Such Services shall require a separately executed addendum between such Affiliate/Associate and Vendor and the terms and conditions of this Agreement shall be incorporated by reference in and shall govern the addendum. In no event shall the Client be held jointly or severally liable for the performance of its Affiliates or Associates.

2. Pricing and Payment Schedule

For the Services rendered by the Vendor, Company shall compensate the Vendor based on the fee structure and other terms and conditions as specified under the Purchase Order.

3. Term, Renewal & Termination

- a. This Agreement shall be effective as of the Commencement Date and shall continue in full force and effect until _____ [weeks/ months/ years] unless otherwise terminated as described in this Section 3 (the "Term").
- b. The Term may be extended by the mutual consent of the Parties in writing. In the event the Parties seek to extend the Term they shall do so by entering into a new agreement, containing mutually agreed terms, within 15 (fifteen) days prior to the expiry of the Term.
- c. Notwithstanding anything to the contrary contained in this Section 3, the Company may terminate this Agreement at any time by giving the Vendor written notice of termination. In the case of a notice given by the Company, this Agreement shall terminate on the effective date specified in such notice, which shall be no sooner than fifteen (15) days from the date of such notice.
- d. Following receipt of a notice pursuant to terminating this Agreement, but prior to the effective date of such termination, each Party shall continue to abide by the terms and conditions of this Agreement and comply fully with its obligations hereunder and shall not in any way hinder or interrupt performance under this Agreement during any period between the date of receipt of a termination notice and the date of actual termination.
- e. Termination of this Agreement for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination or expiry and shall be without prejudice to any rights or remedies either Party may have against the other in respect of any antecedent breach of the terms of this Agreement.

4. Confidentiality

- a. As used herein, "Confidential Information" shall mean written or oral information of either Party disclosed to the other Party relating to the business of such Party or its affiliates or its clients, including, but not limited to, past, present or future plans, forms, methods, technology, inventions, computer software programs, copyrights, research and development activities, customer, financial and business information, trade secrets or other confidential or proprietary information of such Party or its subsidiaries or affiliates. The Party disclosing Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving such Confidential Information is referred to herein as the "Receiving Party."
- b. In consideration of the disclosure referred to in sub-clause (a) hereof, the Receiving Party agrees that (a) the Confidential Information shall be kept strictly confidential using the same degree of care that it uses for its own confidential information, but in no event less than a reasonable degree of care, and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or reproduction, without the Company's prior written consent, except as provided in sub-clause (c) below, and (b) the Confidential Information will not be used by the Receiving Party except in connection with the intended purposes.
- c. The Receiving Party may disclose the Confidential Information without the Disclosing Party's prior written consent only to the extent the Receiving Party can document that such Confidential Information is: (a) already known to the Receiving Party prior to the disclosure hereunder; (b) already in possession of the public or becomes available to the public other than through the act or omission of the Receiving Party in breach hereof; (c) subject to sub-clause (f) below, required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the Receiving Party shall give written notice to the Disclosing party prior to such disclosure); (d) acquired independently from a third party that, to the knowledge of the Receiving Party, has the right to disseminate such information at that time it is acquired by the Receiving Party; or (e) independently developed by the Receiving Party without knowledge of or reliance on the Confidential Information disclosed by the Disclosing Party.
- d. The Receiving Party shall be entitled to disclose the Confidential Information without the Disclosing Party's prior written consent to the Representatives, who have need to know for the intended purposes, and are informed of the confidential nature of the Confidential Information and agree in writing to be bound by terms no less protective than the terms of this Agreement. For purposes of this Agreement 'Representatives' shall mean: (a) employees, officers, and directors of the Receiving Party; (b) its affiliates and the employees, officers, and directors of such affiliates;

This is system generated document, no signature required.

or (c) any sub-contractor, third party or agent retained by the Receiving Party for the intended purposes. The Receiving Party shall be responsible for ensuring that all of its Representatives to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential in accordance with the terms of this Agreement and shall not disclose, divulge or use such Confidential Information in violation of this Agreement. The Receiving Party shall be liable to the Company for any breach of this Agreement for and on behalf of the Representatives of the Receiving Party.

e. Disclosure of information, including but not limited to Confidential Information, shall not be, or be deemed to be, a license or transfer of any rights, including those pertaining to ownership, trademarks, copyrights or patents relating to such disclosed information. The Confidential Information shall remain is the property of the Disclosing Party, and the Disclosing Party may demand the return thereof at any time upon giving written notice to the Receiving Party. Within five (5) days of, earlier of, receipt of such notice or termination of this Agreement, the Receiving Party shall return all of the original and/ or copies of the Confidential Information in its possession and in the possession of Representatives to whom it was disclosed pursuant to sub-clause (d) hereof, including notes and work papers containing Confidential Information.

f. If the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, Receiving Party will provide the Disclosing Party with prompt written notice prior to any disclosure to a third party so that the Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Confidential Information which is legally required, and the Receiving Party will cooperate with the Disclosing Party to enable the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the same.

g. The Disclosing Party makes no representations or warranties express or implied, as to the quality, accuracy, and completeness of the Confidential Information disclosed hereunder. The Disclosing Party, its affiliates, and their officers, directors, and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

5. Representations and Warranties

Vendor represents, warrants and covenants that, throughout the Term:

- a. Vendor has the right to enter into this Agreement, including any necessary rights, authorizations and licenses to provide the Services hereunder and to provide all related materials and services required under this Agreement or any agreement entered into pursuant to this Agreement, including all such rights, authorizations and/or licenses necessary to use and incorporate any third party materials included in each and every deliverable provided to the Company; its performance will not violate the terms or provisions of any other agreement or contract to which the Vendor is a Party;
- b. Vendor hereby represents and warrants to the Company that all the Intellectual Property made available or contributed by it hereunder does not violate the Intellectual Property Rights of any third party and shall keep harmless the Company against any such claims arising thereto;
- c. Vendor shall comply with all applicable laws and regulations;
- d. Vendor has ample expertise to execute this project as per requirements and will staff this project with competent personnel who have the experience and expertise needed to do the study and accomplish highest quality deliverables.

6. Indemnity and Liability

Vendor irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Company, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses, fines, penalties and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or related to this Agreement, on behalf of itself or its Representatives.

7. Intellectual Property Rights

The ownership of any intellectual property belonging to the Company shall vest with the Company. The Vendor shall have no interest of any kind to such Intellectual property and shall defend/extend to the Company any reasonable assistance in retention of any IPR belonging to the Company. Any and all deliverables or any proprietary rights in and to the deliverables shall be the exclusive property of the Company and its assigns. The vendor hereby assigns to the Company, perpetually and on worldwide basis, any rights it may have or acquire in such intellectual property. Vendor shall and shall ensure that its employees, agents or sub-contractors shall do all acts and deeds as requested by the Company to perfect its rights and title in and to said intellectual property. The Vendor hereby waives any and all moral rights (including rights of integrity and attribution) in and to the deliverable/ product, if any. If required, the Vendor hereby irrevocably and perpetually designates and appoints the Company and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and in its behalf and instead of the Vendor, for the purpose of executing and filing any such documents and doing all other lawfully permitted acts to accomplish the foregoing with the same legal force and effect as if done by the Vendor.

8. Audit

Vendor shall maintain complete and accurate records to substantiate Vendor's compliance with this Agreement, including, without limitation, with

This is system generated document, no signature required.

respect to its compliance with all applicable regulatory compliances and accuracy of all charges and expenses invoiced by Vendor hereunder. Vendor shall retain such records for a period of three (3) years from the date of the invoice applicable to such charges and Expenses. Company shall have the right, at its expense, to audit Vendor's records to confirm Vendor's compliance with this Agreement. In the event that such an audit reveals an overbilling, Vendor will promptly refund the amount overbilled to the Company, or Company may in its sole discretion offset any amounts payable to Vendor by the overbilled amount.

9. Assignment and Subcontracting

Vendor shall not sub-contract or otherwise assign its obligations under this Agreement to other agency except with the written consent of the Company which consent the Company may be arbitrarily withheld without having to assign any reasons for the same. Vendor shall mean and include its Representatives and shall remain jointly and severally liable for the acts and omission of its Representatives.

10. Non-Solicitation

Vendor hereby undertakes that it shall not directly or indirectly, solicit, offer employment or contract for services of any kind whatsoever to any employee of the Company or its customers or induce, tempt or entice any employee of the Company or its customers to join the Vendor or any other company or organization at any time during the Term of the Agreement or within six (6) months of its termination howsoever arising.

11. No Agency

Vendor is solely responsible for all Services performed under the Agreement, the content of any product created under this Agreement, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the Parties, and Vendor shall make no such representation to anyone. Vendor shall at all time be jointly and severally responsible for acts and omissions of its employees, agents, sub-contractors.

12. Notices

Any notice or other communication under this Agreement given by either Party to the other Party shall be deemed to be properly given if given in writing and delivered (a) by facsimile transmission (receipt confirmed) or (b) by nationally recognized private courier, (e.g., Federal Express) properly addressed and prepaid, to the recipient at the address identified on the first page of this Agreement. Either Party may from time to time change its address by giving the other Party written notice of the change in accordance with this Section.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, but without giving any effect to the choice of law principles thereunder. The Parties agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14. Dispute Resolution

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the Courts in Bangalore, Karnataka, and any appellate court from thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the Courts of Bangalore. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law

15. General

- a. These General Terms and Conditions shall govern and will be deemed incorporated into the Purchase Order by reference. This Agreement shall override any other contract or terms and conditions present in any document issued by the Vendor.
- b. Company's aggregate liability arising out of this Agreement shall in no event exceed the amount of the fees paid and payable by the Company to the Vendor under this Agreement. Company shall not be liable for any indirect, consequential, special, punitive, or exemplary losses (including but not limited to loss of profits) even if advised about the possibility of such losses.
- c. All advertisements for personnel in any of the newspapers, dailies, posters, etc. or in any manner or media whatsoever placed on behalf of the Company by the Vendor require prior and written confirmation from the Company. This includes all use of the Company's or its customer's logo, brand name and other intellectual property.
- d. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.
- e. A delay or omission by either Party to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties of (i) any right, (ii) any of the covenants to be performed by the other, or (iii) any breach of the Agreement shall not be construed to be a waiver of any right, obligation or succeeding breach thereof. Such a waiver shall be valid only if granted in writing and signed by

This is system generated document, no signature required.

an authorized representative of the Party against which such waiver or discharge is sought to be enforced.

f. Neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises by reason of act of God, fire, flood, or other natural disaster, malicious injury, strikes, lock-outs, or other labour troubles, riots, insurrection, war or other reason of like nature not the fault of the party in performing under this Agreement. In case the force majeure event continues for a continuous period of more than 3 (three) months, then Company shall have the option to terminate this Agreement.

g. Vendor and their employees, agents or representatives shall not offer or give to an officer, employee, agent or representative of Company any services, gifts, entertainment, payments, loans or other special favors or engage in other conduct of the type which is or appears to be offered for the purpose of influencing the award of a contract, to obtain favorable treatment under a contract or which would otherwise create a conflict of interest or the appearance of one. The Vendor shall comply with all applicable anti-bribery and anti-corruption laws including but not limited to the Foreign Corrupt Practices Act of the United States and with the Anti-Bribery Act of the United Kingdom and shall conduct its engagement with Company in good faith and shall comply with ethical standards and business policies of the Company and provide certificate/ confirmation as may be requested by the Company. Vendor agrees not to engage in any bribery or use of illegal, undue or improper influence with respect to any government authority or private party in the course of its work with the Company. Vendor further confirms that the Vendor (or any of its employees) are not on either the Freddie Mac Exclusionary List (FMEL) or the Office of Foreign Asset Control (OFAC) " Specially Designated Nationals and Blocked Persons List.

h. Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law or in equity.

i. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect, including in particular Section 4 (Confidentiality), Section 6 (Indemnity), and Section 7 (Intellectual Property Rights).

j. All modifications and amendments to this contract must be made in writing.

k. This Agreement supersedes any and all agreements and any prior communication by or on behalf of the Company with regard to the Services described herein. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.