

**CSIT PTE LTD**

3 SHENTON WAY 10-06 SHENTON  
HOUSE  
SINGAPORE, 068805  
Singapore  
Attn: VALUED SUPPLIER  
anirban@connectivitysolutions.inc

PO NUMBER 01-002412  
DATE 10/19/23  
PAYMENT TERMS NET 30  
SHIPPING TERMS  
CURRENCY USD  
CONTRACT  
CONTACT Debra Dailey  
debra.dailey@aspentech.com

**Ship To**

Aspen Technology, Inc.  
20 Crosby Drive  
-  
Bedford, Massachusetts  
01730 United States  
United States  
Attn: Debra Dailey

**Bill To**

Aspen Technology, Inc.  
20 Crosby Dr  
Bedford, MA 01730 United  
States  
United States  
Attn: Accounts Payable

| Line Description  | Need By Date | Qty | Unit | Price    | Total               |
|---|--------------|-----|------|----------|---------------------|
| 1 CSIT Pte. Ltd. commission_Tata Steel Limited_SLA#<br>C003787_Inv Due 9/18/2023_FY2024 |              |     |      | 7,840.08 | 7,840.08            |
|   |              |     |      |          | <b>7,840.08 USD</b> |

Attention: If you are not submitting your invoices through the Coupa Supplier Portal, please send them via email to [invoices@aspentech.coupahost.com](mailto:invoices@aspentech.coupahost.com). Ensure the subject line includes your company name, invoice number, and PO number. Emailed files must be .pdf.

**TERMS AND CONDITIONS FOR ORDER**

**EFFECT:** This Purchase Order ("PO") and any attachments hereto are expressly subject to the terms and conditions of any agreement specified on the face of this PO between the specified Aspen Technology, Inc. business ("AspenTech") and the supplier providing goods or services hereunder (the "Supplier"). If no agreement is specified, then this PO constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. If any term contained in this PO is held to be invalid, illegal or unenforceable, in whole or in part, such term will be severed and the remaining terms herein will continue in full force and effect. AspenTech expressly objects to any additional or different terms contained in any Supplier invoice, order confirmation form or other documentation.

**PERFORMANCE:** Time is of the essence. Supplier will promptly advise AspenTech of any delay in performance, including with regard to any goods placed under backorder. Supplier's performance is not deemed complete until the goods or services have been accepted by AspenTech.

**FEES:** The fees for all goods and services purchased hereunder are as stated on the face of this PO. Unless otherwise provided on the face of this PO, the price includes (a) all costs to comply with the terms and conditions of this PO, (b) any and all taxes, including sales, use, excise, value added and other taxes, and (c) fees, duties, or other governmental impositions on the sale of the goods or services covered by this PO.

**INSPECTION:** All goods and services purchased hereunder are subject to inspection by AspenTech. In the event the goods or services do not meet the applicable specifications and instructions, Supplier will promptly re-perform the nonconforming services or provide replacement goods satisfactory to AspenTech at Supplier's sole expense.

**RISK OF LOSS:** Except if otherwise stated on the face of this PO, Supplier will retain the risk of loss and/or damage to goods until the goods are physically delivered to AspenTech at the delivery point requested by AspenTech. If AspenTech rightfully rejects the goods, receives a non-conforming tender, or revokes acceptance of the goods, risk of loss shall be deemed to have remained with Supplier.

**PAYMENT:** In consideration of the services or goods provided by Supplier in accordance with this PO, AspenTech will pay Supplier the fees as set forth herein. Invoices that conform to this PO will be paid within 45 days of the invoice date unless otherwise specified in this PO. Payment does not constitute final acceptance.

**Warranties:** Supplier represents and warrants that it has all necessary rights, power, and authority to provide goods and services hereunder. Supplier warrants that all services rendered by Supplier hereunder will be performed in a professional, workmanlike manner in accordance with the standards of care and diligence normally practiced by persons performing services of a similar nature and all applicable industry codes and standards. Such warranties shall remain in effect for a period of one year after completion of the services performed hereunder. If during such period it is shown that there is an error in the services as a result of Supplier's failure to meet the above standards and AspenTech has notified Supplier in writing of any such error within that period, Supplier shall, at its own expense, perform corrective services within the scope of the services as necessary to remedy such error. The service as reperformed shall be warranted on the same basis as provided above. No other warranty, express or implied, shall apply to services provided hereunder. Title to goods provided hereunder will pass to AspenTech upon payment therefor or upon delivery to AspenTech, whichever occurs first. All goods provided hereunder shall be merchantable, of good quality as described herein, fit for their ordinary purpose, adequately contained and packaged as described in this PO, and shall conform to the agreed upon specifications and affirmations of fact made by Supplier or appearing on the container or label.

**Confidentiality:** Each party shall maintain the confidentiality of all confidential and proprietary information ("CI") provided by the other party (the "Disclosing Party") hereunder and shall not disclose CI to any third party or use it for any purpose other than for purposes of this PO. CI may include, but is not limited to, patent applications, trade secrets, processes, formulae, data, source code, specifications, programs, software, process models, documentation, test results, technical know-how, methods and procedures of operation, working papers, business or marketing plans, customer lists, data or other information, financial information, and information pertaining to AspenTech employees, including any information relating to an identified or identifiable natural person ("Personal Data").

**Information Security:** In order to protect AspenTech's CI, any other data of AspenTech's customers or personnel, and systems of AspenTech and its customers (all the foregoing collectively, "Data and Systems"), Supplier shall implement baseline security safeguards and controls that are no less rigorous than accepted industry practices, specifically those set forth in the latest published version of: (i) National Institute of Standards and Technology Special Publication 800-53; (ii) ISO/IEC 27001; or (iii) other accredited standards. Upon reasonable notice to Supplier, AspenTech shall have the right to review Supplier's policies, processes, controls, and results of internal and/or external reviews of processes and controls associated with the goods and/or services provided by Supplier to AspenTech hereunder (collectively, "Supplier's Processes and Controls"), including immediately at any time after any security incident experienced by Supplier that may impact Data and Systems. Upon discovery of any such security incident, Supplier shall within 24 hours inform AspenTech of the incident and the nature of its impact on Data and Systems. Additionally, AspenTech at its own expense shall be entitled to perform, or to have performed by an independent third party, an on-site audit of Supplier's Processes and Controls. In lieu of an on-site audit, upon request by AspenTech, Supplier agrees to complete and provide to AspenTech within 20 days of receipt, an audit questionnaire provided by AspenTech regarding Supplier's information security program. Supplier shall implement any safeguards reasonably required by AspenTech to ensure the effectiveness of Supplier's information security program.

**TERMINATION FOR CONVENIENCE:** AspenTech may terminate this PO in whole or in part for convenience at any time upon 30 days' written notice. AspenTech's sole obligation upon termination of this PO will be to pay for services performed or goods provided by Supplier hereunder prior to the date of termination.

**INTELLECTUAL PROPERTY:** All source code, software and computer programs, data, designs, working papers, systems and techniques, or other materials, in any form, whether patentable or copyrightable or not, written, invented, produced or conceived by Supplier, either solely or jointly, in the course of or arising out of the services to be performed under this PO (collectively, "Developments"), shall be the sole and exclusive property of AspenTech. All copyrightable Developments made by Supplier shall be deemed "works made for hire" for AspenTech as that term is used in the United States Copyright Law. Supplier shall promptly and fully disclose all Developments to AspenTech and shall execute such instruments as AspenTech may request to protect AspenTech's right, title, and interest in and to any Developments. Nothing herein shall be construed as limiting either party's ownership of, or rights to use, its pre-existing intellectual property, basic know-how, experience and skills to perform any services for any other party.

**RELATIONSHIP OF THE PARTIES:** Supplier is an independent contractor and has no power or authority to act for, represent, or bind AspenTech in any manner. Supplier is not a partner, joint-venturer, general representative or agent of AspenTech. If Supplier is a sole proprietor, Supplier does not qualify as an employee of AspenTech and is not entitled to any medical coverage, life insurance, participation in the AspenTech defined contribution pension plan under U.S. Internal Revenue Code subsection 401(k), or any other benefits afforded to AspenTech's regular employees.

**BACKGROUND CHECKS:** Supplier shall conduct background verification checks on all candidates for employment by Supplier in accordance with relevant laws, regulations, and ethics and proportional to the business requirements, the classification of the information to be accessed by the candidate, and the perceived risks. Upon request by AspenTech and to the extent permitted by applicable laws (and in compliance with the Fair Credit Reporting Act, 15 U.S.C. § 1681), Supplier shall ensure and certify that a criminal background check of the applicable Supplier employees who provide services to AspenTech, or to AspenTech's customers on behalf of AspenTech, has determined that each such Supplier employee: (i) has not in the previous seven years been convicted of any felony or misdemeanor crime or other offense involving dishonesty or breach of trust (or similar crimes in a non-U.S. jurisdiction); and (ii) does not have any known criminal convictions that occurred prior to such seven-year period.

**Ethics and Anti-Corruption:** Supplier hereby certifies that it is familiar with the standards established by the AspenTech Code of Business Conduct and Ethics available at <https://www.aspentech.com/en/about-aspentech/corporate-governance> and the AspenTech Supplier Code of Conduct available at <https://www.aspentech.com/-/media/aspentech/home/about-aspentech/code-of-conduct/fy23-g4/aspentech-supplier-code-of-conduct-623.pdf> and will not do anything inconsistent with those standards in the performance of this PO. Supplier shall ensure that in providing goods or services hereunder, Supplier complies with all relevant laws, rules, regulations and other requirements of any applicable governmental authority, including laws related to boycotts, anti-money laundering, anti-bribery and anti-corruption, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.

**INDEMNITY:** Supplier shall indemnify, defend, and hold AspenTech harmless against all claims, demands, obligations, losses, damage, liability and costs arising out of or in any way connected with unauthorized use or disclosure of CI; infringement of intellectual property; personal injury or property damage arising out of Supplier's performance hereunder; and any violation by Supplier of any applicable law or regulation.

**INSURANCE:** Supplier will secure and maintain insurance providing sufficient coverage to comply with its obligations and duty to indemnify as required under this PO. Within five days of receipt of a request from AspenTech, Supplier will provide AspenTech with a certificate of insurance evidencing Supplier's insurance coverages.

**EXCLUSION OF DAMAGES:** EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND ANY DAMAGES ARISING FROM MISUSE, MISAPPROPRIATION OR UNAUTHORIZED DISCLOSURE OF CI OR INTELLECTUAL PROPERTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM, ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSSES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFITS, LOST BUSINESS OR BUSINESS INTERRUPTIONS.

**WAIVER:** The failure of AspenTech to insist upon strict performance of any of the terms and conditions in this PO or to exercise any rights or remedies hereunder will not be construed as a waiver of its rights to assert any of the same or any other terms and conditions under this PO.

**REMEDIES:** Any rights and remedies specified under this PO are cumulative, non-exclusive and in addition to any other rights and remedies available at law or in equity.

**GOVERNING LAW/JURISDICTION:** The validity, construction and performance of this PO and any disputes between the parties relating to the subject matter of this PO shall be governed by and construed in accordance with, and any proceeding hereunder shall apply, the law of the Commonwealth of Massachusetts, USA excluding: (i) its conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iv) the 1980 Protocol amending the 1974 Convention. If Supplier is a resident of the USA, disputes arising under this PO shall be subject to the exclusive jurisdiction of state or federal courts in the Commonwealth of Massachusetts. If Supplier is not a resident of the USA, disputes arising under this PO shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. All such proceedings shall take place in the Commonwealth of Massachusetts, USA, and shall be in the English language. The decision of a majority of the arbitrator(s) shall be final and binding and shall be enforceable in any court of competent jurisdiction.

\*\*\* Aspen Technology, Inc. is an equal employment opportunity employer and is a federal contractor subject to Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Vocational Rehabilitation Act of 1973, and Executive Order 13496 (29 CFR Part 471), and these provisions are incorporated herein by this reference as part of this agreement.