

March 19, 2020

ADP/SP/GEN/BCP-DR/19-20/001

Connectivity IT Solutions Private Limited ("CISPL" / "BA")

#1877, 3rd Floor, 31st Cross,
10th Main, BSK 2nd Stage,
Bengalluru, Karnataka - 560070

Dear Sir,

Sub: Purchase Order for Rental of Cisco ASA5585X Ch SSP10,8GE,2GE Mgt, 1 AC, 3DES/AES - Reg.
Ref: Your quotation No. CS-RQ-BLR-2019-20-002049 dt: 19.03.2020

Dear Sir,

With reference to above subject, we are pleased to place order for rental of CISCO VPN device subject to the terms and conditions mentioned below:

Sl No	Particulars	No. of Months	Rent Per month (Excl. Taxes)	Amount
1	ASA5585X Ch SSP10,8GE,2GE Mgt, 1 AC, 3DES / AES	3	85,000	255,000.00
Total Order Value (INR)				255,000.00
(Rupees Two Lakhs Fifty Five Thousand Only)				

Terms and Conditions:

Terms : CISPL

- to provide the equipment in good working order & condition.
- any maintenance issues to be address as per SLA with OEM or warranty terms

ADP

- Keep the equipment in good working condition and use it properly
- shall pay replacement cost occasioned due to damage arising out of willful act or default or any alterations or attachment to the Equipment by ADP

Delivery : Within 2 days from the date of receipt of Purchase order.

Billing & Shipping : ADP Private Limited, Building No 3, S P Infocity, Pune-Saswad Road,
Pune, Maharashtra. – 412 308.

Payment : Payment shall be made within thirty days from the date of submission of invoice for
monthly rental subject to deduction of TDS if any.

Invoice should be sent to below email ID in electronic form and the physical copy to the
address, as given below. Mark Physical copies with "ATTN: Accounts Payables Team"

Email ID: InvoicesPune@adp.com

Physical Copy of the invoice to:

ADP Private Limited,
Building No 3, S P Infocity, Pune-Saswad Road,
Pune, Maharashtra. – 412 308.

GST Number : 27AANCA8983A1ZD

GST Compliance :

- BA should adhere to all the GST compliances applicable.
- BA is responsible to issue GST compliant invoices, credit notes, debit notes etc. (or any other document as may be required for the transactions) in accordance with provisions of GST Act, Rules and regulations thereunder.

GST Non-Compliance :

- BA should indemnify ADP against all actions, costs, loss of credits and demands arising on ADP due to any default/ non-compliance of the vendor under GST Act, rules/ regulations, circulars/ notifications or any other clarification issued thereunder.
- ADP reserves the right to recover the tax component of the invoice along with interest in case of non-payment of GST by the vendor.
- Repeated and unresolved GST non-compliances will result in discontinuation of the business with the BA.

Special Condition : Please mention SAC/HSN Number against the item supplied while submitting the
invoices to avoid rejection of invoices and delay in payments.



K. Ravi

Confidentiality : (a) BA and its officers, employees (including the Personnel) and agents will treat as confidential (collectively the "ADP Information");

(i) all information and data, of whatsoever nature, relating to ADP (including but not limited to ADP's operations, policies, procedures, techniques, accounts, personnel and customers) or used by ADP in carrying on its business;

iii) the terms of this Agreement and any and all Schedules hereto; and

(iv) the Proprietary Information

(b) BA shall not disclose any of the ADP Information to any third person or to any of BA's officers, employees (including the Personnel) and agents except to the extent they have a need to know in connection with the performance of BA's obligations under this Agreement.

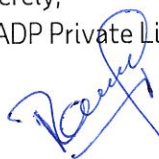
Anti-bribery : In connection with its obligations under this Purchase Order, BA shall comply with all anti-bribery laws and regulations applicable to BA, and neither it nor anyone acting on its behalf shall pay, offer to pay or give anything of value to any person, entity or association if the payment, offer or gift influences, or has any reasonable likelihood of influencing, any act or decision that will assist ADP or BA in securing an improper advantage, or in improperly obtaining or retaining business, or in improperly directing business to any other person, entity or association.

Cancellation Clause : ADP reserves the right to cancel the purchase order if the above material is not delivered within the stipulated time mentioned above.

Kindly sign a copy of this letter as a token of your acceptance.

Sincerely,
For ADP Private Limited,

Authorized Signatory



K. Ravi

