

Vendor Code	: 6100668	PO#	: 8200002728
Name & Address	: Connectivity IT Solutions Private Ltd. 10th Main, BSK 2nd Stage #1877, 3rd Floor, 31st Cross, Bengaluru 560070	PO Date	: 27.04.2022
		Your Reference	: CS-SQ-BLR-2022-23-000079
		Dated	: 21-04-2022
		PO Type	: Service PO
State	: Karnataka	PR Number	: 11513
State Code	: 29	PR Date	: 27.04.2022
		Place of Supply	:
GSTIN of supplier	: 29AAGCC1283L1ZC	Operating Unit	: Subex Limited, SEZ Unit,
		Email	: purchase@subex.com

Bill To : Subex Limited, SEZ Unit, Pritech Park - SEZ,,Block -09, 4th Floor B Wing, Survey No. 51 to 64/4, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore-560103	Ship To : Subex Limited, SEZ Unit, Pritech Park - SEZ,,Block -09, 4th Floor B Wing, Survey No. 51 to 64/4, Outer Ring Road, Bellandur Village, Varthur Hobli, Bangalore-560103
GSTIN : 29AABCS9255R1ZD SEZ Ref # : No.(LOA No. KA:06:06:RMZSEZ:01:2A:41/6301 + 03 dated 10/11/2016)	Item Header: Purchase of Booster License

SL No	Item Description	HSN/SAC Code	Shipment Date	Qty	UOM	Unit Price	Item Total	Discount	Total	CGST		SGST		IGST	
										Rate	Amount	Rate	Amount	Rate	Amount
1	Booster Performance License Router Model : Cisco ISR 4331 for 1 YR		04.05.2022	1	EA	120,415.15	120,415.15	0.00	120,415.15	NIL	NIL	NIL	NIL	NIL	NIL
Subtotal									120,415.15	NIL		NIL		NIL	
GST Total									0.00						
Grand Total of Purchase Order									120,415.15						

Amount in Words : INR ONE LAKH TWENTY THOUSAND FOUR HUNDRED FIFTEEN and FIFTEEN PAISE Only

Terms and Conditions Payterm - 30 days Taxes as applicable	Other Instructions
Other Terms and Conditions: In case there is no contractual agreement or terms and conditions agreed between the parties in relation to the subject matter of this Purchase Order (the "PO"), the terms and conditions given below will apply to this PO "Terms & Conditions".	

This PO constitutes an offer by Subex entity specified in the PO ("Us") to purchase Goods or Services as specified in the PO ("Goods" and "Services") from You (the entity from which we are purchasing the Goods/Services) in accordance with these Terms & Conditions. If You either:

- (i) Do not reject this PO expressly in writing within two (2) days from the date of issuance of this PO; or
- (ii) Act in a way that is consistent with fulfilling the PO.

it shall be considered acceptance of this PO and the Terms & Conditions herein.

1. Supply of Goods/Services to SEZ unit is Zero rated supply as per Section 16 of IGST Act, 2017.
2. The PO number must be referenced on all shipping documents, invoices and other correspondences.

3. Tax Invoice :

- a. Invoices should be in complete conformity with each line item of the PO and must quote PAN, LUT number and LUT filing date, GSTIN, HSN/SAC code on your invoice.
- b. In case you are MSME registered, you should clearly mention MSME Registration number/ UAN Number and its date of filing in the Invoice.
- c. Invoice must contain below SEZ declaration for IGST exemption -

"SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT OR SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX".

4. Taxes :

- a. It is understood by both the parties that it is your obligation to remit GST, wherever applicable to the appropriate Government and submit the proof of payment to Subex.
- b. If the GST credit is denied to Subex due to any default/non-compliance by you, then the amount of credit so denied along with interest and penalty, if applicable would be paid by you within 7 days of such payment being made to the Government and intimated to you.
- c. Subex shall withhold the taxes, if required, as per the provisions of the Indian Income Tax Act, 1961.

5. Warranty: You warrant that the Goods and / or Services shall:

- a. Match the description and any applicable specification or requirements provided by Subex;
- b. be of satisfactory quality and fit for any purpose;
- c. where applicable, be free from defects in design, materials and workmanship and remain so for warranty period of 12 months after delivery and acceptance.
- d. in respect of Services be carried out with due skill and care and
- e. You shall always ensure that you have and maintain all the licences, permissions, authorisations, consents and permits that it needs to carry out your obligations in respect of the Goods and Services and comply with all applicable statutory and regulatory requirements.

6. Acceptance: We reserve the right not to accept any Goods or Services which do not conform to specifications and requirements provided by Us.

7. Confidentiality : The terms of Non-Disclosure Agreement ("NDA") signed between You and Us shall apply. All Confidential Information shared by a party shall conform to and shall be treated in accordance with the terms of the NDA. In absence of an NDA, you will treat any information shared with you, which by its nature appears confidential, with utmost confidentiality.

8. Limitation of Liability: Subex's total liability for any claim for direct damages arisen under this PO shall not exceed the fee paid to you under this PO. This limitation will apply, regardless of the form of action, whether in contract or in tort, including negligence, wilful misconduct and fraudulent misrepresentation. Neither party shall be held liable for any indirect or consequential damages, lost profits, lost savings, loss of anticipated revenue, or any exemplary, punitive, special or indirect damages, even if advised of their possibility.

9. Indemnity : You will indemnify Us (including our affiliates and employees) against all losses, liabilities, claims, judgements, penalties, losses and expenses arising out of any proceeding;

- a. brought by either a third party or Subex, and
- b. arising out of Your breach of the Terms and Conditions herein
- c. your default under or non-compliance with GST Act or rules, regulations, circulars, notifications or any other certifications issued under GST Act.

10. Termination:

- a. We may terminate the PO in whole or in part at any time by giving written notice to you of thirty (30) days' notice, without assigning any reason.
- b. We may terminate the PO with immediate effect by giving written notice to you if in our reasonable opinion, you breach the Terms and Conditions herein.

11. Miscellaneous provisions:

- a. Force Majeure : Neither party shall be in breach of the PO nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from

events, circumstances or causes beyond its reasonable control. You shall use all reasonable endeavours to mitigate the effect of any Force Majeure events. If a Force Majeure Event prevents, hinders or delays Your performance of Your obligations for a continuous period of more than [30] days, we may terminate the PO.

b. Notices: Any notice or other communication given to a party under or in connection with PO shall be in writing, addressed to that party at its address, or email shown in the PO.

c. Waiver : The failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall not constitute a waiver by that party or any other right, power or remedy.

d. Governing law and disputes. This Agreement shall be governed by Laws of India. Any disputes arising out of or in connection with the PO shall be amicably resolved between the parties failing which such dispute shall be subject to the exclusive jurisdiction of the Courts in Bangalore, India.

12. **Code of Conduct:** SUBEX requires all suppliers doing business with us to comply with the principles prescribed in our Supplier Code of Conduct which is available on our website at : <https://www.subex.com/shareholder-services/>.