

J. C. Penney Services India Private Limited
7th to 10th Floor, G3 Wing A Teak Block,
Manyata Embassy Business Parks SEZ
Outer Ring Road Nagawara
Bangalore, 560 045
India

Type	Standard Purchase Order
Order	70002467
Revision	0
Order Date	01-JUL-2025
Created By	PETKAR, CHETAN
Revision Date	
Current Buyer	

Supplier: **CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED**
1877, 1ST FLOOR, 10TH MAIN, 31ST CROSS ROAD, BANASHANKARI STAGE II
BANASHANKARI
BANGALORE, KARNATAKA 560070
India

Ship To: **J. C. Penney Services India Private Limited**
7th to 10th Floor, G3 Wing A Teak Block,
Manyata Embassy Business Parks SEZ
Outer Ring Road Nagawara
Bangalore, 560 045
India
Phone# 972-431-8517

Bill To: **J. C. Penney Services India Private Limited**
7th to 10th Floor, G3 Wing A Teak Block,
Manyata Embassy Business Parks SEZ
Outer Ring Road Nagawara
Bangalore, 560 045
India
Phone# 972-431-8517
GST# 29AADJC5853G1ZB

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	CONNEJC PSI01	NET 21				
Confirm To/Telephone				Requester/Deliver To		
0				SUMAN, SUSHMA		

Notes: All prices and amounts on this order are expressed in INR

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price (INR)	Tax	Amount (INR)
1	Cisco AMC Renewal 2025-26	Needed: 02-JUL-2025 00:00:00	1	Each	3316226	N	3316226.00
Ship To: Use the ship-to address at the top of page 1 Deliver To: SUMAN, SUSHMA (1) SSUMAN@JCP.COM							

Purchase Order Terms & Conditions

5. CHANGES. Buyer may at any time, in writing and communicated to Supplier in hard copy and/or by electronic transmission, make changes within the general scope of any Order. If any such change causes an increase or decrease in the cost, or the time required for the performance, of any work under an Order, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the affected Order shall be modified in writing accordingly. Any claim by

Supplier for adjustment under this clause must be approved by Buyer in writing before Supplier proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision to the affected Order issued and acknowledged in writing by Buyer.

6. DELIVERY TERMS. TIME AND QUANTITY ARE OF THE ESSENCE OF ORDER(S) SUBMITTED TO SUPPLIER.

Unless otherwise agreed to in writing by Buyer, all Goods ordered hereunder are to be delivered in accordance with the timeline and delivery terms identified on the Order to Buyer's designated delivery destination(s) as specified on the Order ("Delivery Location"), and no liability shall be incurred by Buyer until it has actually received such Goods. All risk of loss or damage to the Goods ordered hereunder shall pass to Buyer when, but not until, such Goods (i) have arrived at the Delivery Location, and (ii) are accepted by Buyer. Unless otherwise agreed to in writing by Buyer, Buyer shall not be liable in any respect for any material commitments or production arrangements made by Supplier in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. Supplier shall be liable for excess transportation charges, delays or claims resulting from Supplier's deviation from Buyer's delivery destination instructions.

7. INDEMNIFICATION BY SUPPLIER. Supplier agrees to indemnify, defend, and hold harmless Buyer and its affiliates, and their respective directors, officers, employees, agents, successors and assigns from and against any and all claims, liabilities, loss, damages, penalties and expenses (including attorneys' and other professional fees) ("Claims") to the extent that such Claims arise out of, relate to or are caused by the Goods or the acts of Supplier or its suppliers, agents, employees, successors or assigns in performance of Orders and from claims for infringement of any patent, copyright, trademark or trade name because of the manufacture, use, or sale of the Goods and services. Buyer, at its option and expense, may participate in the defense of any Claims. In no event shall Supplier enter into any settlement of any such Claims without Buyer's prior written approval, which shall not be unreasonably withheld.

The vendor undertakes to indemnify JCP against any liability, losses, expenses or other costs (including but not limited to loss of credits or additional GST liability along with any interest and/ or penalty) that JCP incurs on account of (a) failure/ delay on the part of the vendor in making available a GST compliant invoice (b) failure/ delay on the part of the vendor to upload requisite details of supply on the GSTN Network/ GST portal (c) blacklisting or low compliance ratings of the vendor under GST legislation (d) non-submission of any statutory documents prescribed under the GST legislation

8. FORCE MAJEURE. Buyer will be not liable for failure to perform under these Purchase Terms or any Order to the extent such failure is caused by fire, strike, act of God, act(s) of terrorism, war, authorization of law, embargo, accident or other cause beyond its reasonable control.

9. PAYMENT; PRICES. Unless otherwise agreed to in writing by Buyer, the standard payment terms under the Order shall be net 45 days from the date of receipt of invoice from Supplier, unless the Goods are not accepted or payments disputed by the Buyer. Tax Clause: As per Section 16 of the Integrated Goods and Services Tax ('IGST') Act 2017, any supply of goods or services made to a SEZ unit will be considered as zero rated supply and thus such supply should be made without payment of IGST. The Service Provider is requested to comply with the above requirement under IGST, for submission of bond/ letter of undertaking in respect with their supply of goods and/or services to us and not levy any IGST on invoices raised/issued for such supplies.

The vendor shall provide GST compliant tax invoices containing all prescribed particulars indicating the taxes charged (GST rate, type as well as amount) along with the supply of goods/ services. It is also hereby agreed that the vendor shall upload all supply details in the GSTN network/ GST portal and discharge GST liability within the prescribed timelines. Prices for the Goods shall remain fixed and firm during the Order period, and, unless otherwise specified in the respective Order, shall be payable in Rupees. In no event shall any extra charges of any kind, including interest charges, service charges, cartage, boxing, freight, or taxes (including without limitation sales, use, excise, value-added, and other similar taxes), be allowed, unless shown separately on the invoice and agreed to in writing by Buyer. Under no circumstances shall Buyer be responsible for payment of taxes imposed and based, wholly or partially, upon Supplier's performance of these Purchase Terms whether now or hereafter imposed, levied, collected, withheld or assessed by the government of the Republic of India. Payment of all invoices for Goods shipped directly by Supplier to Buyer or its designee shall, if requested by Buyer, be subject to documentary proof of delivery provided by Supplier. To the extent Buyer chooses, or is forced, to expend amounts due to any breach of Supplier of the terms of these Purchase Terms or any Order, Buyer may offset such amounts from the invoiced amount(s).

10. CONFIDENTIALITY. During the course of the performance of the Order, Supplier may obtain information about Buyer's operations, business, plans, equipment, finances, products, processes and customers. Supplier shall keep all such information confidential and shall not divulge the same to others except as authorized by Buyer. Supplier shall use such information solely in connection with performing its obligations under the Order, and not for its own benefit or benefit of any third party. Supplier shall protect the information it receives from the Buyer by using the same degree of care that it uses to

protect its own confidential information of a similar nature (but not less than reasonable care). Upon Buyer's request, Supplier shall return or destroy all the information it received from Buyer in the performance of the Order (or though negotiations or discussions prior to the Order being placed). Supplier's obligations of confidentiality shall continue beyond the termination or expiration of the Order.

11. **ASSIGNABILITY.** Supplier will neither assign any Order (nor the payment of any sums due hereunder or thereunder) nor any contract created under these Purchase Terms, nor delegate or subcontract the furnishing of any Goods, without the prior written approval of Buyer, and no permitted assignment or subcontracting will relieve Supplier of its obligations hereunder or of any liability Supplier may have as a result of its failure to perform any of the terms hereof. Supplier is and shall remain an independent contractor.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER, SUPPLIER'S AGENTS OR ANY THIRD PARTY FOR ANY LOST REVENUES, LOST PROFITS INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL, DAMAGES.

13. **CANCELLATION OF ORDERS.** Buyer (in addition to all of its other rights) may cancel any Order, in whole or in part, by written notice if (a) Supplier becomes insolvent or makes a general assignment for the benefit of creditors, (b) a petition is filed or if proceedings are commenced against Supplier under any foreign or domestic bankruptcy laws, (c) Supplier defaults in the performance of any of its obligations under any Order, (d) Buyer, having reasonable grounds for insecurity with respect to the due performance of Supplier, has not received satisfactory assurance of Supplier's due performance within 5 days after Buyer's written demand for the same, or (e) for convenience upon seven (7) days written notice to Supplier.

14. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES; CUMULATIVE REMEDIES.** All of Supplier's representations, warranties and other undertakings, and Buyer's rights and remedies hereunder, will survive the execution, delivery, performance or termination of any Order and the agreement evidenced thereby, and any inspection, testing, acceptance, payment or use of the Goods provided thereunder. Such representations, warranties, undertakings, rights and remedies will inure to the benefit of Buyer, its affiliates, successors, assigns and customers. All remedies conferred upon Buyer will be cumulative.

15. **NOTICES.** Any notice required or permitted hereunder may be given to Buyer at: 10th Floor, G3 Wing A Teak Block, Manyata Embassy Business Parks SEZ, Outer Ring Road Nagawara Bangalore – 560 045 as may be updated from time to time by Buyer] and to Supplier at the mailing address provided by Supplier on the face of the Order and will be deemed given when delivered in person, when electronic delivery is confirmed, or two days after being sent by registered post or certified mail, postage prepaid, returned receipt requested.

16. **GOVERNING LAW; CONSENT TO JURISDICTION; VENUE.** All Order(s) and the Purchase Terms evidenced hereby, will be governed by and construed in accordance with the laws of the Republic of India, without reference to its conflicts of laws principles. The parties consent to the exclusive jurisdiction and venue of the courts of proper subject matter jurisdiction located in Bengaluru (Bangalore) for all purposes related to Order(s), Purchase Terms, or any contract related to Order(s).

17. **COMPLIANCE WITH LAWS.** Supplier will comply with all applicable laws, rules, regulations, ordinances, and administrative orders, including, without limitation, the U.S. Foreign Corrupt Practices Act, 1977, Prevention of Corruption Act, 1988, and any applicable anti-bribery and anti-corruption laws, and laws of similar affect, in the performance of the Order. Specifically, Supplier agrees that with respect to the performance of the Order, it will not, directly or indirectly, pay, offer to pay, or authorize the payment of any money or anything of value to: (i) an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity or any person acting in an official capacity on behalf thereof, or any political party, any official of a political party, or any candidate for political office (each, a "Government or Political Official or Entity" and collectively, "Government or Political Officials and Entities"), or (ii) Any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official or Entity.

18. **ENTIRE AGREEMENT.** An Order, together with any agreements or specifications relating to the Goods noted therein, and these Purchase Terms, shall constitute the complete and final agreement of Buyer and Supplier regarding the purchase of the Goods referenced in the Order, and such agreement shall supersede and merge all prior proposals, understandings and agreements regarding such Goods and services, oral and written (except a prior, unexpired, written contract between the parties for the purchase Goods that are the subject of this purchase order shall govern the transaction). The Order expressly limits Supplier's acceptance to the terms of the Order. These Purchase Terms may not be modified except by written

agreement or modification signed by authorized representatives of both parties, notwithstanding any additional or other proposals or terms and conditions which may now or in the future appear on Supplier's invoices, quotations or other forms, communications or transmissions (notification of objection thereto being given hereby), and any acceptance of shipments, payments or other similar acts of Buyer. No course of dealing or manner of performance will constitute a waiver of any of these Purchase Terms.

Terms and Conditions**CUSTOM SECTION****JCPSI CUSTOM CLAUSE**

SI No	Serial Number / PAK number	Product Description	Revised SLA	Product ID
1	JPG2045002F	MDS 9148S 16G FC switch, w/ 12 active ports + 16G SW SFPs	SNTC 24X7X4OS	UCS-EP-MDS9148S-16
2	JPG2046002M	MDS 9148S 16G FC switch, w/ 12 active ports + 16G SW SFPs	SNTC 24X7X4OS	UCS-EP-MDS9148S-16
3	JPG2006006S	Cisco ONE N7710 Bundle (Chassis,2xSUP2E,3xFAB2),NoPowSup	SNTC 24X7X4	C1-N7710-B23S2E-R
		Cisco ONE Foundation Perpetual 7700 6 Slot and Higher	SWSS	C1F2PNEX77001K9
4	JPG2006008Y	Cisco ONE N7710 Bundle (Chassis,2xSUP2E,3xFAB2),NoPowSup	SNTC 24X7X4	C1-N7710-B23S2E-R
		Cisco ONE Foundation Perpetual 7700 6 Slot and Higher	SWSS	CON-ECMU-CF2PX771
5	N/A			N7K-DP-CORE
6	N/A			N7K-DP-CORE
7	FOC2114S0PE	Catalyst 2960-X 48 GigE PoE 740W, 2 x	SNTC 24X7X4OS	C1-C2960X-48FPD-L

		10G SFP+, LAN Base		
		Cisco ONE Foundation Lite Perpetual - Cat 2900 48 Port	SWSS	C1FPCAT29002K9
8	FCW2114E0AY	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	SNTC 24X7X4OS	C1-C2960X-48FPD-L
		Cisco ONE Foundation Lite Perpetual - Cat 2900 48 Port	SWSS	C1FPCAT29002K9
9	FOC2228S351	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	SNTC 8X5XNBD	C1-C2960X-48FPD-L
		Cisco ONE Foundation Lite Perpetual - Cat 2900 48 Port	SWSS	C1FPCAT29002K9
10	FCW2114E0AM	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base	SNTC 8X5XNBD	C1-C2960X-48FPD-L
		Cisco ONE Foundation Lite Perpetual - Cat 2900 48 Port	SWSS	C1FPCAT29002K9
11	N/A	Subscription - SaaS		CON-SWCS-CLOUDUC
12	N/A	Subscription - SaaS		SVS-FLEX-SUPT-BAS
13	FDO2117A18W		SNTC 24X7X4	C1-CISCO4351/K9

14	FDO2026A00G		SNTC 24X7X4	C1-CISCO4351/K9
15	FDO2021A0NY		SNTC 24X7X4	C1-CISCO4351/K9

Product Number	PAK/Serial Number	Instance Number	Last Date of Support	Start Date	End Date
UCS-EP-MDS9148S-16	JPG2045002F	5117745884	31-Aug-28	26-May-25	25-May-26
C1-C2960X-48FPD-L	FCW2114E0AM	5113577946	31-Oct-27	3-Jun-25	2-Jun-26
C1FPCAT29002 K9		5113578201		3-Jun-25	2-Jun-26
C1-C2960X-48FPD-L	FCW2114E0AY	5113577983	31-Oct-27	3-Jun-25	2-Jun-26
C1FPCAT29002 K9		5113578247		3-Jun-25	2-Jun-26
C1-C2960X-48FPD-L	FOC2228S351	5258008538	31-Oct-27	3-Jun-25	2-Jun-26
C1FPCAT29002 K9		5113578218		3-Jun-25	2-Jun-26
UCS-EP-MDS9148S-16	JPG2046002M	5117745899	31-Aug-28	17-Jun-25	16-Jun-26
C1-N7710-B23S2E-R	JPG2006006S	1800434884	28-Feb-26	2-Jul-25	28-Feb-26
C1F2PNEX7700 1K9		1800435123		2-Jul-25	28-Feb-26
C1-N7710-B23S2E-R	JPG2006008Y	1800435309	28-Feb-26	2-Jul-25	28-Feb-26

C1F2PNEX7700 1K9		1800435486		2-Jul-25	28-Feb-26
C1- CISCO4351/K9	FDO2021A0NY	1800600019	31-Oct-27	2-Jul-25	1-Jul-26
C1- CISCO4351/K9	FDO2117A18W	5111974468	31-Oct-27	2-Jul-25	1-Jul-26
C1- CISCO4351/K9	FDO2026A00G	5628284258	31-Oct-27	2-Jul-25	1-Jul-26

SVS-FLEX-SUPT-BAS - 100 No's Aflex License Period : 28.08.2025 to 27.08.2026