**HINDUJA GLOBAL SOLUTIONS LIMITED,**
No.690, Gold Hill Square Software Park
1st Floor, Hosur Road, Bommanahalli,
Bangalore 560068
Karnataka India
www.teamhgs.com

# Purchase Order

Vendor Code:4013001076
Vendor Name: Connectivity IT Solutions Pvt Ltd,
3rd Floor, Gangothri
31st Cross, 10th Main BSK 2nd Stage
Bangalore 560070
Karnataka India
Phone No : 9844912500,
Email :sowmya@connectivitysolutions.in
Contact Person :

| | |
|---|---|
| PO Number : | 6480000129 / 0 |
| PO Date : | 24.10.2018 |
| Start Date/End Date : | 01.09.2018 - 31.08.2021 |
| PO Release Date | 25.10.2018 |
| Vendor GSTIN No: | 29AAGCC1283L1ZC |
| Vendor State Code: | 29 |
| Vendor Classification: | Registered |
| Vendor PAN No : | AAGCC1283L |

**Payment Terms**:
100% within 45 days from the date of Invoice submission

| SNo | Material /Service Description | Del Date | Quantity | UOM | Rate | Amount |
|---|---|---|---|---|---|---|
| 1 | AMC - Network & Secutiy Equipment | 30.09.2019 | 1.000 | AU | 476,512.20 | 476,512.20 |

AMC for Cisco WS-C4507R+E L3 switch Sl No - FXS1923Q5F3
Qty:1 nos
Ref. Quote No. CS-SQ-BLR-2018-19-00040),
TERMS <(>&<)> CONDITIONS:-
a. Payment terms # Annual Advance 45 days# credit
b. GST EXEMPTED FOR SEZ LOCATION,
c. AMC period # 36 months starting from 1-Oct-18 to 30-Sep-21
d. There is no penalty for early termination of the entire contract / part retirement or withdrawal of the equipment#s from the AMC. This is basis the commitment of 1 year
e. In the event of mid-term withdrawals of the equipment#s, Pro rata credit note will be issued for the balance tenure of the AMC for which the payment has already been made.
f. The minimum commitment is 1 year from HGS for machines whose EOL is greater than 1 year, else for all other machines the minimum commit is EOL date or 1year whichever is earlier.

Base Amount 0.00 % 476,512.20

Ship-to And Bill-to Address
Plant :40H2 - SEZ-DLF 3rd Flr(SI18000724/00001)
DLF CyberCity,, Plot No 129-132, Block 1. 3rd Floor APHB Colony, Gachibowli,Telangana-500019
GSTIN: 36AAACT1763A2ZR
State Code : 36

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 | AMC - Network & Secutiy Equipment | 30.09.2019 | 1.000 | AU | 820,084.32 | 820,084.32 |

AMC for Cisco ASA-5545 Firewall Sl No. FGL1803405P <(>&<)> FGL1803405Q Qty:2 nos
Ref. Quote No. CS-SQ-BLR-2018-19-00040),
TERMS <(>&<)> CONDITIONS:-
a. Payment terms # Annual Advance 45 days# credit
b. GST EXEMPTED FOR SEZ LOCATION,
c. AMC period # 36 months starting from 1-Oct-18 to 30-Sep-21
d. There is no penalty for early termination of the entire contract /

| SNo | Material /Service Description | Del Date | Quantity | UOM | Rate | Amount |
|---|---|---|---|---|---|---|
| | part retirement or withdrawal of the equipment#s from the AMC. This is basis the commitment of 1 year<br>e. In the event of mid-term withdrawals of the equipment#s, Pro rata credit note will be issued for the balance tenure of the AMC for which the payment has already been made.<br>f. The minimum commitment is 1 year from HGS for machines whose EOL is greater than 1 year, else for all other machines the minimum commit is EOL date or 1year whichever is earlier. | | | | | |
| | Base Amount | 0.00 % | 820,084.32 | | | |
| | Ship-to And Bill-to Address<br>Plant :40B4 - Pritech Park 2F(SI18000723/00001)<br>Under Survey Nos. 66/1, Belandur Village, Varthur Hobli, Bangalore East Taluk<br>Bangalore,Karnataka-560013<br>GSTIN: 36AAACT1763A2ZR<br>State Code : 29 | | | | | |
| | TOTAL: | | | | | 1,296,596.52 |

Total Order Value in Words:

**Rupees ONE MILLION TWO HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED NINETY-SIX AND FIFTY-TWO Paise Only**

Terms and conditions as per annexture 1

For Hinduja Global Solutions Limited

Prasad Mathakari

**TERMS AND CONDITIONS**

The purchase order, along with these Terms and Conditions including any amendments thereto (collectively, the "**PO**") constitute the entire and exclusive agreement between Hinduja entity identified on the first sheet of this PO ("**HGS**"), and the supplier ("**Supplier**") as named in the PO for purchase of deliverables specified therein ("**Deliverables**"). Supplier's written acceptance by way of signature by a duly authorised official of the Supplier or commencement of any work or services under this PO shall signify Supplier's acceptance of this PO. If HGS and Supplier have executed an agreement, then the terms of this PO shall be read along with the said agreement and in case of any discrepancy, the terms of this PO shall prevail.

**1. Delivery Time**

1.1 Time is of the essence for the performance of Supplier's obligations under this Section.

1.2 Supplier's failure to deliver, which shall include abandonment by Supplier, on the date specified shall entitle HGS (without prejudice to any other rights it may have) to:

(i) Terminate the PO without any penalty or liability to HGS; and/or

(ii) Refuse to accept any subsequent delivery of the Deliverables which the Supplier attempts to make; and/or

(iii) Recover from the Supplier any expenditure reasonably incurred by HGS in obtaining replacement Deliverables from another Supplier; and/or

(iv) Claim damages for any additional costs incurred by HGS, which are in any way attributable to the Supplier's failure to deliver the Deliverables on the due date.

1.3 In the event of failure to deliver the goods as per the Delivery Schedule as mentioned in PO, HGS reserves the right to impose liquidated damages and not by way of penalty a sum of 1% of the value of the goods for each week of delay or part thereof during which the Supplier has failed to deliver the goods due for delivery, subject to a maximum liquidated Damages of 5% of the value of the goods undelivered against the Purchase Order. HGS shall also collect the GST applicable on such Liquidated Damages.

**2. Delivery and Compliance**

2.1 Delivery shall not be deemed to be complete until goods have been actually received and Accepted (as defined hereunder) by HGS at the location specified by HGS, notwithstanding any agreement to pay freight or their transportation charges. In case of order on 'delivery for site basis the goods shall be transported by the Supplier to the pre-agreed destination of HGS, the Supplier shall issue delivery challans or E-way Bills and undertake to comply with applicable provision of GST Law for the time being in force.

2.2 Supplier will preserve, pack and handle the Deliverables so as to protect them from loss or damage and in accordance with best commercial practices in the absence of any specifications HGS may dictate.

2.3 Supplier warrants that it will, at its own cost, initiate, maintain and supervise all environmental and safety precautions and programs in connection with the Deliverables including, without limitation, packing, labeling, reporting, carriage and disposal of any hazardous material.

2.4 Supplier shall further comply with all of HGS's environmental, health and safety rules for carriage, delivery and subsequent installation or other services, as applicable for the Deliverables.

2.5 Supplier will, at its own cost, obtain and maintain all necessary permits, licenses or other approvals and give all notices legally required in connection with the Deliverables.

2.6 Supplier shall be solely responsible for obtaining all export and import licenses and other official authorization or other documents and shall carry out any formalities necessary for the export of the Deliverables or for their transit through any country and for their import and delivery to HGS.

2.7 Supplier warrants that it will, at its expense, effect and maintain any and all applicable insurance policies required for performance hereunder including, without limitation, public and product liability insurance, motor vehicle insurance, cargo and transit insurance and workmen's compensation. Supplier shall ensure that insurance coverage of the Deliverables is valid until completion of Acceptance (or such other term as may be specified by HGS). Supplier shall, at HGS' request (to be made not more than once a year) supply HGS with a copy of all valid insurance policies, and shall notify HGS promptly upon cancellation or modification of any applicable insurance policies.

2.8 Supplier shall ensure that Supplier and its personnel do not do or cause anything to be done which damages HGS' reputation, brand, image or goodwill of HGS.

2.9 To provide Services, which are subject-matter of this PO, the Supplier represents that it has procured all mandatory registrations and licenses under GST Laws and shall comply with all mandatory compliances thereunder.

2.10 Supplier undertakes that it shall, in performing their duties hereunder, observe the control, safety and security requirements of HGS and comply with such instructions or rules and regulations in relation thereto, as may be issued by HGS from time to time.

2.11 The Supplier shall refrain from engaging in any Prohibited Practices (as defined below) or from allowing or permitting any related or controlled firm or individual acting on their behalf to engage in any such practices. Supplier further commits to immediately report to the HGS any allegation of Prohibited Practices that may come to its attention, and cooperate in good faith with any investigation, audit or any other inquiry, including responding to any notice or request from HGS in reasonable detail and furnishing supporting documents at the request of HGS. "Prohibited Practices" means: (i) a corrupt practice, that is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) a fraudulent practice, that is any act or omission,

including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) a coercive practice, that is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; or (iv) a collusive practice, that is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

**3. Inspection and Acceptance**

3.1 HGS will have a reasonable period of time (minimum of fifteen (15) business days) from the date of delivery of Deliverables at location specified by HGS, to inspect and accept the Deliverables ("**Acceptance**"). HGS may reject any or all Deliverables that do not conform to the requirements specified in the PO, and at its option,

(i) return the non-conforming Deliverable(s) to Supplier for a credit or refund at Supplier's expense;

(ii) require Supplier to replace the non-conforming Deliverable(s) within fifteen (15) calendar days of notice of rejection to the Supplier; or

(iii) recover any additional costs incurred by HGS in procuring the Deliverables from another supplier.

3.2 All costs associated with the collection, return and replacement of non-compliant goods including without limitation transportation costs, shall be borne by the Supplier.

3.3 Payments made by HGS prior to delivery and inspection of the Deliverables will not be deemed as acceptance by HGS.

**4. Term and Termination**

4.1 The PO shall be in force and effect for a period mentioned on the first sheet of the PO unless terminated in accordance with the terms herein.

4.2 Either party may terminate the PO upon notice in writing to the other party if the other party materially breaches any obligation hereunder which breach is incapable of cure including without limitation damage to goodwill, reputation, brand or image of the Party by defaulting Party, immediately upon notice; or

4.3 The HGS may terminate the PO at any point of time, with or without cause, by providing a seven (7) day written notice of such intention to terminate. On receipt of such notice, Supplier will cease delivery of the Deliverables from the date specified in such notice. HGS shall pay Supplier for all Deliverables delivered and Accepted by HGS as of the date of termination of this PO, and such other fees and charges as may be agreed between the parties, and due and payable by HGS.

4.4 In the event of a Change in Control of Supplier resulting from a single transaction or series of related transactions during the term of this PO, then HGS may terminate this PO on written notice to Supplier. As used herein, Change in Control means (i) a sale by Supplier of a majority of its assets or business relating to this PO; or (ii) any acquisition of twenty percent (20%) or more of the shares/ ownership/ control of Supplier by an entity and/or (iii) the statutory merger of Supplier with any entity.

4.5 Removal of any equipment or asset belonging to Supplier used in the course of supply of Deliverables and/or related services at HGS premises, upon expiry or earlier termination of the Agreement, shall solely be the responsibility of Supplier. In the event Supplier fails to remove the said equipment or asset from HGS premises within seven (07) calendar days of date of termination or expiry of the Agreement, with or without HGS' intimation, the said equipment or asset shall be treated as abandoned property and ownership in the said equipment or asset shall vest in HGS. HGS shall, without any liability, be entitled to use or dispose of the said equipment or asset in any manner it deems fit, and Supplier shall waive all rights to bring any action or claim against HGS with respect thereto.

**5. Liability and Indemnity**

5.1 Supplier shall defend, indemnify and hold harmless HGS against any losses, costs, expenses (including legal expense), damages, claims, actions, suits, proceedings, demands or injury (including death) arising from (i) Supplier's breach of any terms of this PO; (ii) any third party claim that the Deliverables, or any component thereof infringe upon the Intellectual Property Rights of such third party; (iii) any taxes, fines, damages, duties, etc. levied by any statutory or regulatory authority in relation to Supplier's performance of its obligations under this PO; (iv) any claims made against HGS by an employee of Supplier with respect to such employee's employment with Supplier; (v) Supplier's negligence or misconduct; and/or (vi) any damage to reputation, brand, image or goodwill of HGS attributable to act, omission or negligence of HGS.

5.2 In no event shall HGS have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of this PO, including but not limited to loss of anticipated profits, even if it had been advised of the possibility of such damages.

**6. Ownership and Intellectual Property Rights**

6.1 All ownership and title in the Deliverables shall pass to HGS only after Acceptance. Risk of loss shall rest with the Supplier until such time as Acceptance has occurred and the title in the Deliverables has passed to HGS.

6.2 Unless otherwise specified in the PO, HGS shall be the sole and exclusive owner of all Deliverables and Supplier hereby irrevocably assigns and transfers to HGS all of its worldwide right and title to, and interest in, the Deliverables, including all associated intellectual property rights at the time of Acceptance.

6.3 Unless otherwise specified in the PO, Supplier will obtain and assign to HGS a non-exclusive, royalty-free, perpetual, irrevocable, transferable, sub-licenseable license to use its intellectual property rights in the Deliverables and all third party intellectual property

rights incorporated into, or required to use, or delivered with the Deliverables. Supplier will deliver a copy of such licenses on or before Acceptance of such Deliverables.

6.4 Supplier warrants that the Deliverables and HGS' use of Deliverables do not and will not infringe upon any third party's intellectual property rights.

**7. Warranty**

7.1 Unless otherwise mentioned in the first sheet of this PO, Supplier warrants to HGS that the Deliverables shall, for a period of twelve (12) months from the date of Acceptance ("Warranty Period") comply in every respect with any specifications, drawings and other documentation forming part of the Deliverable. Supplier further warrants that the Deliverables shall be free from defects and fit for the purpose for which they are required.

7.2 Upon being notified by HGS of a breach of the above warranty, Supplier shall be responsible for correcting, at Supplier's cost, any omission or defect in the Deliverables or any portion thereof which may appear or occur during the Warranty Period.

7.3 Supplier will pass through or assign to HGS any third party's warranty obtained by Supplier in connection with any Deliverable provided to HGS. Notice regarding warranty claims raised by HGS due to defects and/or nonconformities in the Deliverable or in the operation of the Deliverables shall be given to Supplier, and upon receipt of such a notice, Supplier shall take all reasonable steps necessary to effect prompt repair of the Deliverable.

**8. Confidentiality**

8.1 Supplier agrees to keep confidential the terms and conditions of this PO, the scope of services performed under this PO and all information disclosed by or on behalf of HGS or otherwise learned or obtained by Supplier in connection with the PO or the performance hereof ("**Confidential Information**"). Supplier will not use Confidential Information other than in connection with the performance of the PO and will not disclose Confidential Information except to the extent required by law and then only after prior notice to HGS.

8.2 Supplier shall ensure that any of its personnel entering or having access to HGS premises shall execute a confidentiality agreement containing terms at least as strict as the terms used to govern Supplier's own proprietary and confidential information and in no event less than Supplier's obligations under this PO.

8.3 Supplier shall not make use of HGS's name or the name of any companies associated with HGS for publicity purposes without the prior written consent of HGS.

**9. Force Majeure**

Each party will be excused from a failure to perform or a delay in performance to the extent caused by events beyond its reasonable control. The party claiming excuse from performance must give prompt written notice to the other party of the event, specifying its nature and anticipated duration. If Supplier's performance is excused or delayed for more than ten (10) days, HGS may terminate the PO by giving Supplier written notice of said termination.

**10. Fees, Taxes and Duties**

10.1 HGS shall pay Supplier the charges as specified in the first page of the PO upon receipt of a proper invoice provided it is accompanied by relevant documentation or otherwise reasonably requested by HGS, to the sole satisfaction of HGS.

10.2 Unless specified otherwise in the PO, all taxes, fees and duties assessed against Supplier, in connection with the PO by national or local authorities having jurisdiction over Supplier at its place of business and at place of execution of the PO shall be for Supplier's account.

10.3 Unless otherwise specified in the first sheet of the PO, the charges for the Deliverables includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, freight, packing and /or insurance for the goods supplied, imposts and government-imposed surcharges. Supplier will, at HGS' request, break-out from the price all such taxes and other charges, in its invoices. Supplier shall use its best efforts to assist HGS in all legal efforts to minimize the taxes resulting from the performance of this PO. HGS shall withhold such amounts as may be subject to withholding taxes and shall provide the certificates from the relevant tax authority upon Supplier's request. The Tax Invoice shall follow GST Laws and Rules as applicable.

10.4 If HGS suffers any financial impact due to any act or omission of the service provider under any applicable law, including the requirements under the GST Laws, HGS shall deduct such amount from any immediate subsequent payment.

10.5 The Supplier shall undertake to comply with the provision of GST Laws on any payments made in advance by HGS towards this PO. Further, the Deliverables shall not be deemed to be acceptance upon delivery and the Supplier shall refund the advances paid by HGS if the goods are rejected. Upon receipt of advances, the Supplier shall raise a receipt voucher on HGS.

10.6 HGS shall have the right to adjust any dues payable by the Supplier to HGS from the payments payable towards Deliverables/ supplies made against this PO in compliance with the applicable GST Laws.

10.7 The specified plant being an SEZ unit, it is entitled to procure the goods at zero rated U/s.16 of IGST Act, 2017. Hence all the supplies ordered in this Purchase order should be supplied at zero rated GST. The supplier of Goods and services must file necessary compliances under GST law in relation to supplies to SEZ

**11. Assignment and Subcontracting**

Supplier shall not assign or transfer this PO or subcontract any work required to be performed by it without the prior written consent of HGS. Any attempt to assign or transfer this PO shall be void.

**12. Waiver**

Failure by HGS to enforce the performance of any of the provision of the PO shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the PO in any way. A waiver will be enforceable only if it is in writing and signed by the authorized signatory of the party granting the waiver.

**13. Applicable Law**

This PO shall be governed by and construed in accordance with the laws of India and Supplier agrees to submit to the exclusive jurisdiction of the courts in Bangalore.

**14. Dispute Resolution and Applicable Law**

In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any parties, the parties shall attempt to resolve the same through good faith negotiation failing which the matter shall be referred to the exclusive jurisdiction of courts at Bangalore. The language of proceedings shall be English.

**15. Miscellaneous**

15.1 If any provision of the PO is held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

15.2 Any notice required under this PO shall be given in writing and shall be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified in the PO or such other address as the parties may designate in writing (including email addresses).

15.3 Supplier acknowledges and agrees that it is an independent contractor and is not and shall not represent itself as the agent, employee, partner or joint venture of HGS and may not obligate HGS or otherwise cause HGS to be liable under any contract or agreement, unless expressly agreed through a separate agreement between the parties. The Supplier shall not during the Term of the PO and thereafter, either directly or indirectly, solicit or approach or attempt to influence any of the employees of HGS, or in any way encourage any of the employees of HGS to leave their services/training, as the case may be.

15.4 No general terms and conditions of business of Supplier shall apply to this PO even if HGS does not explicitly contradict them in individual cases. Therefore, Supplier hereby irrevocably waives its right to invoke provisions of its general terms and conditions of business for this engagement.

**16. Entire Agreement**

This PO, together with the attached annexures (if any), constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations and agreements between the parties with respect to the subject matter hereof. No modification or amendment of this PO shall be effective unless in writing signed by both parties.