

PURCHASE ORDER

PO Number: PO-106-0000001725**Dated: Jul 15, 2024****CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED**#1877, 1st Floor, 31st Cross, 10th Main, BSK 2nd S
Bengaluru KA 560070
India
29AAGCC1283L1ZC**Contact Details:****Quote Reference: CS-SQ-BLR-2024-25-000495****Dear CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED,**

This is with reference to our agreed price rate, Acuity is pleased to order the following Items as per the description and terms and conditions mentioned below:

S No	Part Code /Make-Model	Product Description	Qty	Unit Rate (INR)	Total Price (INR)
1	MV1ECE-AACA	Trellix Protect Standard- Renewal Duration 1 year (Start date- 23- July-2024 to 22-July-2025)	2,000	620.00	1,240,000.00
2	MV1ECE-AABA	Trellix Protect Standard- Renewal Duration 1 year (Start date- 23- July-2024 to 22-July-2025)	500	620.00	310,000.01
				Grand Total	1,550,000.01

Delivery and Billing Address: 267, Udyog Vihar Phase-II, Gurgaon HR122015 India Tel: +911246609000**Terms and Conditions:**

- Above prices are exclusive of all Taxes and Taxes will be charged extra as applicable on date of invoicing.
- Delivery:** - Within 1-2 Week from the date of PO.
- Payments:** - Within 30 Days from the date of Invoice submission subject to TDS/WCT/WHT
- Other Terms:** - Terms applicable as per signed EA.
- Penalty on denial of this PO and delay penalty:** - 100% PO value in case this PO is not honored. Delay in completion will result in penalty of INR 15,500 per day post deadline.
- Billing:** - **Acuity Knowledge Services (India) Private Limited**
Supplier agrees to register for and participate in Acuity's electronic invoicing platform (currently NetSuite), and shall submit all invoices through NetSuite. Failure to comply with the foregoing may result in Acuity returning the invoice to Supplier for re-submission and processing for payment. Any resulting delay in payment shall not be deemed a breach by Acuity of its payment obligation.
- E Way Bill:** - Provider shall be responsible for issuing E-Way bill for product delivered as applicable.
- The invoice must contain the PO number. If applicable (as per laws), please mention "**Original for Recipient**" on the top of the invoice.

Sincerely,

Acuity Knowledge Services (India) Private Limited**Acuity Knowledge Services (India) Private Limited**Registered Office Address: Unit no. 216, Second Floor, Square One C-2, District Centre, Saket, New Delhi DL 110017 India.
GST Number: 06AACCC1159R1ZD, CIN: U72900DL2002PTC118236 | www.acuitykp.com | procurementggn@acuitykp.com

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Authorized Signatory

Please Note: INVOICES MUST BE RECEIVED ADDRESSED TO "Acuity Knowledge Services (India) Private Limited" OR PAYMENT WILL NOT BE ISSUED. THIS PURCHASE ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS PROVIDED BELOW WHICH ARE INCORPORATED HEREIN AND ARE A PART HEREOF.

These terms and conditions (the "Terms") govern Supplier's provision of the products and/or performance of services (referred to herein together and separately as "Products") purchased by Acuity Knowledge Services (India) Private Limited (for itself and on behalf of its "affiliates" within the Acuity Knowledge Partners business unit) ("Acuity") pursuant to the purchase order form or invoice to which these Terms are attached (the "Order," and together with these Terms, the "PO"). By providing Products to Acuity hereunder or otherwise accepting the PO, Supplier affirmatively agrees to these Terms to the exclusion of any Supplier terms and conditions.

1. Supplier shall provide the Products specified on the Order at the prices agreed to by the parties herein. Unless otherwise indicated on the Order, prices stated in the Order include all applicable taxes (if any and if not separately shown), including for sales, consumption, GST or VAT, and all fees and ancillary costs (such as for packaging and transport). Supplier shall also provide Acuity with a GST (defined below) compliant invoice in respect of any payment of GST, and will also provide the receipt voucher, refund voucher, credit notes, debit notes, etc., or any other document as may be prescribed under applicable laws to avoid any credit related disputes and within the timelines as prescribed under applicable laws. In addition, the Supplier shall be responsible for generating the E-way bill, as applicable, before sending the Products (which are in the nature of goods and materials) to Acuity. These Terms will become effective upon Supplier's (i) express acceptance of the PO, or (ii) provision of the relevant Products (whichever is the earlier), and shall continue through Acuity's acceptance of the Products, subject to termination or expiry of this PO. Acuity may terminate this PO, in whole or in part, immediately upon written notice to Supplier if Supplier is in breach of its duties and obligations under this PO. Any provision of this PO that contemplates performance or observance after its termination or expiration (including confidentiality, data protection and indemnification provisions) will survive termination or expiration hereof. Further, depending on the place of supply, location of the Supplier (from where the Products shall be supplied to Acuity), location of Acuity to where the invoice will be issued by the Supplier, invoice shall also include (i) the type of GST and rate of GST applicable on the Products to be provided by the Supplier under the PO; (ii) address and GST registration number of Acuity entity/premise where such supply is to be made; and (iii) address and GST registration number of Supplier from where such supply is to be made. "GST" shall mean the Goods and Services Tax to be levied on sale, manufacture and consumption on goods and services at both central government and state level in terms of the applicable laws. The Supplier hereby agrees and undertakes to ensure that the invoices are raised and delivered to Acuity within the time prescribed under this PO.
2. Supplier represents, warrants and covenants that: (i) it has full authority to enter into this PO, and title to the Products is free and clear; (ii) the Products will materially conform to the specifications set forth in the Order or otherwise communicated to Supplier by Acuity; (iii) it shall, and shall cause its employees, contractors, subcontractors and agents (collectively, "Supplier Personnel") to, comply with any and all applicable laws, regulations and orders of any governmental, judicial or administrative authority that apply to or govern Supplier, the Products or performance hereunder (together, "Law(s)"); and (iv) all Products will, for a period of not less than ninety (90) days after delivery (or performance in the case of services) ("Warranty Period"), be free from defects, and perform in accordance with and conform to the requirements specified in the PO. At no cost to Acuity, Supplier shall promptly correct and repair any defect, malfunction or non-conformity that prevents a Product from conforming and performing as warranted during the Warranty Period. This clause 2 is without prejudice to any other warranty provided by Supplier or any third party in respect of the Products and any condition, warranty or right implied by, or statutory guarantee contained in, any Law. In addition to the foregoing, Supplier will comply with any other applicable Laws of any jurisdiction relating to employment, workplace safety, anti-slavery and human rights.

Acuity Knowledge Services (India) Private Limited

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3. Supplier shall keep strictly confidential all non-public, competitively sensitive and/or private information and materials of Acuity (or any of Acuity's vendors or customers information) that may be obtained by Supplier in connection with its performance under the PO ("CI"), and shall exercise the same degree of care for Acuity CI as it uses to protect its own confidential information, but in any event, not less than reasonable degree of care. If a disclosure of CI is required by Law, Supplier shall, to the extent permitted by Law, inform Acuity as soon as reasonably practicable after Supplier becomes aware of its obligation to disclose. Upon written request, Supplier will promptly destroy or return all CI to Acuity. Supplier shall comply with all applicable data protection laws, regulations, legislation, guidelines and industry standards in relation to use and processing of all information and data (including personally identifiable data) provided by Acuity ("Acuity Data") in connection with performance of Supplier's obligations under this PO. Supplier further agrees and acknowledges that Supplier will maintain compliance with all applicable laws, statutes, regulations, and codes relating to the prevention of tax evasion and/or the facilitation of tax evasion including but not limited to the Criminal Finances Act 2017 (UK). Supplier will not engage in any activity, practice or conduct which would cause an offence to be committed under sections 45 and 46 of the Criminal Finances Act 2017 (UK).
4. Supplier shall, at its sole expense, indemnify, defend and hold harmless Acuity, its affiliates and their respective employees, directors, officers, successors, and assigns from and against any and all third-party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) negligence or willful misconduct of Supplier or Supplier Personnel; (ii) any claim that any Product(s), or the use thereof by Acuity, infringes, misappropriates or otherwise violates any intellectual property rights or any privacy, publicity, proprietary or contract rights of a third party; (iii) death or bodily injury or damage to property attributable to Supplier or Supplier Personnel; (iv) Supplier's failure to comply with any applicable Law; (v) the inability of Acuity to avail the applicable input tax credit charged by the Supplier; or (vi) Acuity incurring credit loss as a result of Supplier: (1) being black-listed; (2) not meeting the compliance rating criteria; (3) delaying the delivery of the invoice to Acuity within a specified time; (4) default; (5) Products being withheld by the GST officer in transit due to any flaw in the documentation; (5) for any other reason not attributable to Acuity; or (6) allegations of Supplier Personnel claiming they are employees of Acuity or entitled to related benefits.
5. EXCEPT AS STATED BELOW, THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL ACUITY OR ITS AFFILIATES BE LIABLE TO SUPPLIER OR ANY THIRD PARTY UNDER OR IN CONNECTION WITH THIS PO, IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR (I) ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIM; (II) LOST PROFITS OR REVENUES; OR (III) DAMAGES THAT EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID AND PAYABLE BY ACUITY FOR THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTHING IN THIS PO SHALL EXCLUDE ACUITY'S LIABILITY (A) FOR DEATH OR PERSONAL INJURY, (B) RESULTING FROM FRAUD, OR (C) WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.
6. Supplier represents and warrants that it (a) will not, in connection with this PO, promise, provide or accept any improper inducements and that it will comply with all applicable anti-bribery, anti-money laundering and export and sanctions Laws. Supplier warrants that it is not, nor is it owned or controlled directly or indirectly, by a person or entity that is (i) on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.K. Consolidated Financial Sanctions List maintained by Her Majesty's Treasury; or (ii) subject to country sanctions imposed by the U.S. Government for any reason, including but not limited to being organized or headquartered in or a governmental entity of a country subject to such sanctions (currently Cuba, Iran, Syria, and Crimea); or (iii) organized or headquartered in any other country to which the export or re-export of U.S.-origin goods or technologies are generally embargoed (currently North Korea) (any such person or entity, a "Prohibited Entity"). Supplier agrees that it will notify Acuity if these circumstances change. If Acuity determines that it is prohibited under any applicable law or regulation from availing benefit under this PO, in addition to any other rights or remedies Acuity may have, Acuity may immediately terminate this PO.
7. Supplier shall permit Acuity, its regulators (if applicable) and Acuity authorized third parties to audit Supplier's performance of the Products, and compliance with any or all aspects of this PO upon reasonable prior written notice during normal business hours. Supplier shall not be entitled to sub-contract or assign any of its rights and obligations under this PO to any third party, without the prior written consent of Acuity. Supplier acknowledges that Acuity's business is dependent on maintaining a team of skilled personnel, and that such personnel will, during the course of their employment with Acuity, have access to Acuity's valuable trade secrets. Accordingly, Supplier agrees that it will not solicit for employment or consultation, nor hire, any of Acuity's or any of its affiliates' (a) then current employees, during the term of this PO and for thirty six (36) months after completion hereunder, or (b) former employees for twenty four (24) months following the date on which the applicable employee was last employed by Acuity. Supplier shall not issue any press release, advertising, publicity or promotional material in relation to this PO either formally or otherwise without prior written approval from Acuity. Supplier further acknowledges that Supplier shall not use any Acuity trademark, trade name, or any Acuity intellectual property for any purposes whatsoever without the prior written consent from Acuity.

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8. In the absence of a Contract (defined below), this PO constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between Acuity and Supplier, including prior bids, quotes or forms, except as expressly stated herein. This PO may not be (i) supplemented, modified, or governed by any shrink-wrap or click-wrap agreement, online terms of use, or any confirmation, acknowledgement, order form, or other sales or shipping form of Supplier (together, the "Standard Terms"), and any such Standard Terms are affirmatively rejected and shall be void and of no effect; or (ii) amended, altered, or superseded (including by the Standard Terms) other than by a written agreement signed by authorized representatives of both parties hereto covering the subject matter of this PO (a "Contract"). In the event of any conflict between a Contract and this PO, the Contract shall govern. This PO shall bind and accrue to the benefit of the parties hereto, and their respective successors and permitted assigns. Nothing in this PO shall be construed to create an employer-employee, partnership, joint venture, agency or other relationship between Acuity and Supplier and/or any Supplier Personnel. No delay or omission on the part of either party in exercising any right hereunder, nor any payment made of any amounts owed hereunder, will operate as a waiver of any right hereunder. This PO shall be governed and construed in accordance with the laws of "Republic of India" and parties submit to the exclusive jurisdiction of the "Courts at Delhi". The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods (as amended from time to time), shall not apply to the extent inconsistent with any of the terms of this PO. This PO does not create any rights which are enforceable by any person not a party to it. If any provision of this PO shall be deemed, for any reason, to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the extent compatible with applicable Law.

[END OF PURCHASE ORDER]