

PO NO - 4500069722	PO Date - 05/07/2023
Vendor Address: 1100022031 CONNECTIVITY IT SOLUTIONS PVT LTD. No.1877,31st Cross 10th Main,Gangothri KARNATAKA-560070 Contact - 9844444524/9844444524 Email Id- ap.team@connectivitysolutions.in	Billing Address : HDFC Life Insurance Company Ltd.* 13th Floor, Lodha Excelus, Apollo Mills Compound, N. M. Joshi Road, Mahalaxmi, Mumbai - 400 011, Maharashtra. Tel. No : + 91 22 6751 6666 Fax No : + 91 22 2822 2414

Payment Term: 0010 - Against Invoice

Subject : Connectivity IT Solutions Private Ltd - Accops Digital Workspace Gold

Enterprise Support and Maintenance for One Year - Budget Details - Cost

Center : 1006 - GL Code : 584007 - GL Description : ACCOPs AMC renewal -

Last PO No : OPX/PO22EXI00123 - Validity : From 12-May-23 To 11-May-24 -

Hemanth Kumar M S

We are pleased to place order for the following material / service, as per the terms & conditions stated below. An acceptance mail from your side has to be sent within 2 days failing which this purchase order shall be deemed to be accepted.

Item No.	Description	QTY. (Unit)	Unit Rate ₹	Total ₹	Total Tax Amount ₹	Gross Total With Taxes ₹
1	Accops Digital Workspace Gold Enterprise	1(AU)	81,865.50	81,865.50	0.00	81,865.50

Service Details:

Service No	Short Text	EXT.SRVNo	Quantity	Unit	Gross Price
1000313	AMC Software		50.00	DAY	1,637.31

SAC Code: Tax Description: 99 (Exclusive of Taxes)

Item Text: Accops Digital Workspace Gold Enterprise

2	Accops Digital Workspace Gold Enterprise	1(AU)	161,282.50	161,282.50	0.00	161,282.50
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Service Details:

Service No	Short Text	EXT.SRVNo	Quantity	Unit	Gross Price
1000313	AMC Software		50.00	DAY	3,225.65

SAC Code: Tax Description: 99 (Exclusive of Taxes)

Item Text: Accops Digital Workspace Gold Enterprise

Net Amount W/o Taxes					243,148.00
Taxes:-					
Total Taxes					0.00
Discount Amount					0.00
Grand Total Amount With Taxes					243,148.00

Grand Total (In Words): RUPEES TWO LAKH FORTY THREE THOUSAND ONE HUNDRED FORTY EIGHT ONLY

General Terms and Conditions :

1) This purchase order ("PO") has been issued to the Vendor based on the Vendor's representations that it has the requisite

manpower, infrastructure, technical expertise, licenses/permissions to execute this PO and has the authority to make such representations.

- 2) This PO consolidates all the terms and conditions as discussed till date and shall form part and parcel of the agreement (if any) for all intents and purposes.
- 3) In case of any objections/concerns of the Vendor with respect to the terms and conditions mentioned in this PO, the Vendor shall revert, in writing, within 2 working days from the date of this PO, otherwise this PO shall be deemed to be accepted.
- 4) Vendor shall comply with and shall remain in compliance with the applicable rules, regulations, guidelines and any other law under force as amended from time to time. HDFC Life shall remain the owner of any materials or goods provided by HDFC Life to the Vendor.
- 5) The Vendor shall defend, indemnify and hold harmless HDFC Life from and against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense that may occur due to breach of the terms and conditions of this PO by the Vendor. Under any circumstances, HDFC Life's liability under this PO shall not exceed the amount paid by HDFC Life under this PO.
- 6) The Vendor shall, at all times, maintain the utmost confidentiality of all confidential information. The Vendor hereby unconditionally agrees and undertakes that it shall not disclose the terms and conditions of this PO except on the basis of written consent by HDFC Life, unless required by any statute.
- 7) HDFC Life reserves the right to audit, inspect, and make copies of relevant financial statements, systems and processes, books and records associated with Vendor's performance under this PO. Further IRDAI shall have an unrestricted right to audit the Vendor.
- 8) HDFC Life reserves the sole discretion to terminate this PO by serving a written notice of thirty (30) days to the Vendor without giving any reasons. If there is a breach of the terms and conditions of this PO then HDFC Life can terminate this PO with immediate effect and seek refund of all payments made.
- 9) In the event of termination of this PO, the Vendor shall return all documents (including but not limited to intellectual property and confidential information), materials and any other property belonging to HDFC Life that may be in the possession of the Vendor.
- 10) In case any of the materials/services mentioned in this PO do not meet HDFC Life's specifications, then the Vendor shall either provide revised materials/ re-perform the services without any additional charges to HDFC Life or otherwise the Vendor shall refund any advance payment made to the Vendor within 7 days of the date of intimation by HDFC Life of the lack of such specifications.
- 11) Notwithstanding anything stated under this PO, HDFC Life may at its sole discretion impose a penalty on the Vendor in case there any delay or inadequacy in performance of service or in case quality of work performed by the vendor dose not meet the agreed specifications.
- 12) All materials and goods provided by the Vendor shall be free from all encumbrances, mortgages, charges and liens and shall not infringe any intellectual property rights.
- 13) The Vendor confirms that it does not have any conflict of interest while executing this PO, and neither the Vendor nor any of its group entities is deriving or will derive any benefit directly or indirectly by causing any loss to HDFC Life or its policyholders. The Vendor agrees that it does not have any direct or indirect relationship which will give rise to any kind of gain including but not limited to monetary gain to the employees of HDFC Life.
- 14) The Vendor shall establish and maintain contingency plans, including a plan for disaster recovery and periodic testing of backup facilities.
- 15) The Vendor agrees and gives right to HDFC Life to continuously monitor and assess the materials or goods/services provided by the Vendor under this PO and shall take necessary corrective measures immediately.
- 16) Any modification(s), amendment(s) or supplement(s) to this PO shall be valid only if made in writing and signed by HDFC Life.
- 17) The rights and remedies under this PO are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.
- 18) Vendor shall neither use the name, logos, trademarks or other identifying data of HDFC Life nor issue nor release any notices, statement, article, advertisement, public or private announcement, media release or other similar publicity relating in any manner to any aspect of this PO.
- 19) The Vendor is an independent contractor of HDFC Life. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship.

- 20) Vendor's obligations or liabilities which by their nature should apply beyond the termination of this PO shall survive such termination.
- 21) Vendor shall not assign, transfer, delegate or subcontract any of its rights or obligations under the PO without HDFC Life's prior written consent.
- 22) Force Majeure:
If the whole or any part of the performance by the parties of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including but not limited to delays due to floods, fires, accidents, earthquakes, riot, explosions, wars, hostilities, acts of government, custom barriers, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis (including quarantines), or other causes of like character ("Force Majeure Event"), then to the extent the Parties are prevented or delayed from performing their obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. The occurrence of a Force Majeure Event shall be communicated immediately to the other Party.
- HDFC Life reserves its right at its sole discretion to not pay any fees/consideration for Services not provided by the Service Provider during the Force Majeure Event.
- 23) This PO supersedes all prior purchase orders, understandings and negotiations, whether in writing or otherwise, between the parties with respect to the subject matter of this PO.
- 24) In case of any discrepancy between the provisions mentioned in the General Terms & Conditions and any other provisions mentioned in this PO, the provisions mentioned in the General Terms & Conditions shall prevail, unless otherwise agreed by the parties. Further in case there is a conflict between the General Terms & Conditions and the agreement (if any), the terms of the agreement shall prevail.
- 25) This PO shall be governed by the laws of India. Any dispute shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration proceedings shall be heard by a sole arbitrator appointed by both the party of HDFC Life. The Seat of Arbitration shall be Mumbai only. This PO shall come under the jurisdiction of the Courts in Mumbai for any action or proceeding.
- 26) The payments shall be subject to deduction of tax at source in accordance with the provisions of Income-tax Act, 1961, rules framed thereunder and the applicable Double Taxation Avoidance Agreements.

Payment Terms: Net 30 days from the date of receipt of valid invoice at Central Bill Desk subject to IT confirmation.

Delivery: 12-May-2023 to 11-May-2024

Delivery Mode : Arranged by the Partner

The price mentioned above are exclusive of taxes and levies wherever applicable.

Installation: The price inclusive of installation.

Warranty: 1 year from the date of Installation.

Product details and T&C as per the Links provided below:

1. <https://www.accops.com/products/hyworks>
2. <https://www.accops.com/products/hysecure>
3. <https://www.accops.com/products/hyid>
4. <https://www.accops.com/products/digital-workspace>

Note:

Please ensure following documents are submitted along with invoice:

- 1) Photocopy of this purchase order
- 2) Delivery challan duly signed and sealed
- 3) Octroi/ entry tax receipt in original
- 4) Installation and commissioning report (wherever applicable)

Delivery Address(Plant/Storage Location):

PO Line Item	Qty	Material Description	Delivery Date	Delivery Location
00001	1	Accops Digital Workspace Gold Enterprise	08/06/2023	Bangalore-1 / (CONS) SOUTH - 2
00002	1	Accops Digital Workspace Gold Enterprise	08/06/2023	Bangalore-1 / (CONS) SOUTH - 2

This is a system generated document and does not require signature.