



KPMG (Registered)
Building No.10, 8th Floor, Tower-C
DLF Cyber City, Phase - II
Gurugram - 122 002 (India)

Telephone: + 91 124 307 4000
Fax: + 91 124 254 9101
Internet: www.kpmg.com/in

PO No # KPMG/17-18/410321

12th Sep 2017

M/s Connectivity Solutions
#14, Hosur Main Road
Krishna Nagar Industrial Area, Near Christ College
Bengaluru, Karnataka, India.
Pin: 560029

Sub. : Purchase order for Cisco Switches & Router- PR # 410321

Kind Attention- Venkat Rajan

Dear Sir,

With reference to your proposal and subsequent discussions, we are pleased to place the Purchase Order, as per the details below:

| S.No. | Description of Goods/ Services | Qty | Total Cost (INR) |
|-------|-----------------------------------------|------------|------------------|
| 1 | Cisco 2960 Switches & Cisco 4431 Router | As per BOM | 1,174,987 |
| | | | 1,174,987 |

Rupees Eleven Lakh Seventy Four Thousand Nine Hundred Eighty Seven only

Instructions for Seller:

1. Delivery will be done not later than 11th October 2017.
2. Specification as per Annexure I of this PO.
3. Goods will be ship to KPMG, Noida. Address mentioned below:

KPMG (Regd)

**6th Floor, Tower A, Advant Navis Business Park, #7,
Sector 142, Express Way, Noida-201305.**

4. Taxes and Octroi extra as applicable.
5. Bills should be raised under Lease Financing arrangement as per the address given below:-

Cisco Systems Capital India Pvt. Ltd.

2nd Floor, Brigade South Parade, 10 M.g.Road, Bangalore, 560001, Karnataka

6. Original Hard copies of complete documents including Delivery Challan, Proof of delivery and Serial Nos of supplied units, required for processing payment shall be sent to Mr. Puneet as per above address and softcopy of same shall be sent through email to, pusabhar@cisco.com, deepaksharma8@kpmg.com, mp@kpmg.com

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7. 100% Payment within 30 days post-delivery of the complete items as per BOM, Racking, Stacking, Power On Self-Test and BOM verification as listed in Annexure I along with verification from the consignee.
8. Any Changes in the hardware/materials/warranty/terms and conditions/specifications, that is ordered requires prior approval from Buyer in writing. Buyer reserves the right to reject the order, if the supplied goods do not meet the requested specifications. Once rejected no claims whatsoever, will be entertained. For any dispute Buyer will follow its policy on the same.
9. Warranty is for 36 months with 24x7 Support from the date of installation or 37 months from date of dispatch whichever is earlier. Under warranty supplier shall provide maintenance and support services. Support engineer should visit onsite with the required spare for any replacement of faulty components. Buyer will not enable the diagnostic tool and services for troubleshooting as it causes the conflict with Buyer applications.
10. The materials / hardware shall be inspected/tested by consignee at our office after delivery. Advance intimation should be given to us prior to dispatch of the materials and expected date of delivery at our office. During inspection if the materials, supplied by you are found to be defective, damaged during transit or not complying with the specifications undersigned reserves the right to reject the same duly intimating you. For any minor failures you are liable to provide us with an immediate replacement of the same new component for such defective / damaged non-specific materials to our satisfaction.
11. Buyer has the right to cancel the order, if the delivery is delayed by more than 8 weeks from the date of releasing the Purchase Order.
12. Bills for services/Product rendered should be submitted within 30 days of generation, however in no case beyond closing of quarter or period of usage. Bills submitted after specified period shall not be processed.
13. General Terms & Conditions as per Annexure II of this PO.

Please acknowledge the acceptance of Purchase Order.

Thanking you

Yours faithfully

12/Sept/17

For KPMG

Annexure I (Specifications)

| SL | Name | HSN/ SAC Code | Description | Qty | Unit Price | Total |
|----|--------------------|---------------------|-------------------------------------------------------------|-----|---------------|---------|
| 1 | WS-C2960XR-24TD-I | 8517 | Catalyst 2960-XR 24 GigE, 2 x 10G SFP+, IP Lite | 3 | 171,329 | 513,986 |
| 2 | PWR-C2-250WAC | 8517 | 250W AC Config 2 Power Supply | 3 | 0 | 0 |
| 3 | CAB-TA-IN | 8517 | India AC Type A Power Cable | 6 | 0 | 0 |
| 4 | CAB-CONSOLE-USB | 8517 | Console Cable 6ft with USB Type A and mini-B | 3 | 0 | 0 |
| 5 | C1FPCAT29001 K9 | 8517 | Cisco ONE Foundation Lite Perpetual - Cat 2900 8/24 Port | 3 | 0 | 0 |
| 6 | C1-PI-LFAS-2K3K-K9 | 8517 | Cisco ONE PI Device License for LF & AS for Cat 2k, 3k | 3 | 0 | 0 |
| 7 | C1-ISE-BASE-24P | 8517 | Cisco ONE Identity Services Engine 50 EndPoint Base Lic | 3 | 0 | 0 |
| 8 | C1-EGW-50-K9 | 8517 | Cisco ONE Energy Mgmt Perpetual Lic - 50 DO End Points | 3 | 0 | 0 |
| 9 | C1F1VCAT2900 1-02 | 8517 | Tracker PID v02 Fnd Perpetual IE4K5K1 - no delivery | 3 | 0 | 0 |
| 10 | C2960X-STACK | 8517 | Catalyst 2960-X FlexStack Plus Stacking Module | 3 | 0 | 0 |
| 11 | CAB-STK-E-0.5M | 8517 | Cisco FlexStack 50cm stacking cable | 3 | 0 | 0 |
| 12 | C1-CISCO4431/K9 | 8517 | Cisco ONE ISR 4431 (4GE,3NIM,8G FLASH,4G DRAM,IPB) | 1 | 123,063 | 369,188 |
| 13 | C1-SL-1300-AKC | 8517 | Cisco ONE Promo LIC Akamai Connect for 1300 connection WAAS | 1 | 0 | 0 |
| 14 | SL-44-IPB-K9 | 8517 | IP Base License for Cisco ISR 4400 Series | 1 | 0 | 0 |
| 15 | PWR-4430-AC | 8517 | AC Power Supply for Cisco ISR 4430 | 1 | 0 | 0 |
| 16 | PWR-4430-AC/2 | 8517 | AC Power Supply (Secondary PS) for Cisco ISR 4430 | 1 | 0 | 0 |
| 17 | CAB-ACSA | 8517 | AC Power Cord (South Africa), C13, BS 546, 1.8m | 2 | 0 | 0 |
| 18 | CAB-CONSOLE-USB | 8517 | Console Cable 6ft with USB Type A and mini-B | 1 | 0 | 0 |
| 19 | MEM-FLSH-8G | 8517 | 8G eUSB Flash Memory for Cisco ISR 4430 | 1 | 0 | 0 |
| 20 | MEM-4400-DP-2G | 8517 | 2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane | 1 | 0 | 0 |
| 21 | DNA-VOUCHER | 8517 | Tracker Eligibility SKU for DNA Offers | 1 | 0 | 0 |
| 22 | NIM-BLANK | 8517 | Blank faceplate for NIM slot on Cisco ISR 4400 | 3 | 0 | 0 |
| 23 | MEM-4400-8G | 8517 | 8G DRAM (4G+4G) for Cisco ISR 4400, Spare | 1 | 0 | 0 |

| | | | | | | |
|-------------|--------------------|------|--------------------------------------------------------------|---|------------------|---------|
| 24 | C1F1PISR4400 SK9 | 8517 | Cisco ONE Foundation Perpetual License ISR 4400 | 1 | 0 | 0 |
| 25 | SL-44-SEC-K9 | 8517 | Security License for Cisco ISR 4400 Series | 1 | 0 | 0 |
| 26 | SL-44-APP-K9 | 8517 | AppX License for Cisco ISR 4400 Series | 1 | 0 | 0 |
| 27 | ISRWAAS-RTU-1300 | 8517 | ISRWAAS RTU for 1300 connections | 1 | 0 | 0 |
| 28 | C1-PI-LFAS-ISR-K9 | 8517 | Cisco ONE PI Device License for LF, AS, & IWAN App for ISR | 1 | 0 | 0 |
| 29 | C1-CEM-100-K9 | 8517 | Cisco ONE Energy Management - 100 DO End Points | 1 | 0 | 0 |
| 30 | C1-LIC-VCM-1N | 8517 | Cisco ONE Promo license to manage one WAAS node | 1 | 0 | 0 |
| 31 | C1-ODNS-1Y | 8517 | Cisco Umbrella Branch Lic 1 YR | 1 | 0 | 0 |
| 32 | C1F1VISR4400 S-03 | 8517 | Tracker PID v03 Fnd Perpetual ISR4400S - no delivery | 1 | 0 | 0 |
| 33 | SISR4400UK9-316S | 8517 | Cisco ISR 4400 Series IOS XE Universal | 1 | 0 | 0 |
| 34 | CON-3SNT-WSC296TD | 9987 | 3YR SNTC 8X5XNBD Catalyst 2960-XR 24 | 3 | 30,852 | 92,557 |
| 35 | CON-3ECMU-C1FPC291 | 9987 | SWSS UPGR 3YR DISTI C1 FND Perpetual - Cat2900 24 Port | 3 | 2,087 | 6,260 |
| 36 | CON-3SNTP-C14431K9 | 8517 | 3YR SNTC 24X7X4 C1 ISR 4431 (4GE,3NIM,8G FLASH) | 1 | 136,486 | 136,486 |
| 37 | CON-3ECMU-C1F1PISR | 9987 | SWSS UPGR 3YR DISTI Cisco ONE Foundation Perpetual License I | 1 | 56,511 | 56,511 |
| 38 | CON-SAS-IW1300 | 9987 | SW APP SUPP ISRWAAS RTU for 1300 connections | 1 | 0 | 0 |
| Grand Total | | | | | 1,174,987 | |

Annexure II General Terms and Conditions of Purchase Order

1. Order Price

- 1.1 The withholding tax, if any, applicable, shall be deducted, ('You', 'Supplier', 'Vendor') provide a tax exemption certificate from a competent authority, to that effect, in a form satisfactory to **KPMG** (<'KPMG'>, 'us', 'Lessee').
- 1.2 The payment shall be made to you as per the agreed terms overleaf. However, we reserve the right to withhold any of the payments, if we feel that you have not fully complied with the terms and conditions and the scope RFP to our satisfaction.
- 1.3 Please submit hardcopy of below documents with invoices to the Lease Financing Firm and a softcopy at the Manoj_P_mp@kpmg.com

In case of Lease Purchase.

- (1) Original Invoices.
- (2) Signed & Stamped PO Copy mentioning "PO Accepted & Executed" on it.
- (3) Proof of Delivery for goods delivered - Challan attached (Challan should clearly states the Qty received).
- (4) Invoices with goods/services receiving entities receipt stamp and signature.
- (5) Bifurcation of Unit price in case of Bundle Billing.
- (6) Acceptance of Material/Services from Project Manager/IT department on mail.
- (7) PO / Contract Terms duly accepted by vendor with seal and signature.
- (8) BOE attached (In case of imported goods)
- (9) Airway Bill / Bill of Lading attached (In case of imported goods)
- (10) Completion certificate in case of Project has been completed.
- (11) Installation certificate by vendor if installed by Vendor.
- (12) Bill of Quantity.
- (13) Serial Number of Devices in Excel format on mail and hard copy at address given below.

1.4 All invoices against a PO need to be submitted in one go.

1.5 Invoices should be submitted within 30 days of generation, however in no case beyond closing of quarter or period of usage. Invoices submitted after specified period shall not be processed.

2. Inspection:

On receipt of the above said goods at the specified location, Your Representative officer or Authorized Agents shall arrange for our inspection of the same in presence of our Authorized representative or technical consultants. During inspection if the materials, supplied by you are

found to be defective, damaged during transit or not complying with the specifications undersigned reserves the right to reject the same duly intimating you. For any minor failures you are liable to provide us with an immediate replacement of the same new component for such defective / damaged non-specific materials to our satisfaction

3. Representations, Warranties and Defect Liability Period:

3.1 You have specifically warranted to us that you have fully read and or understood our requirements and the above said goods, supplied by you, shall exactly conform to our specifications.

3.2 You have agreed to provide a comprehensive warranty on parts, for a period of Five years (hereinafter referred as "Defect Liability Period") from the date of delivery/commissioning, at no cost to us. This warranty shall cover the cost of all service and spare parts required in repairing the above said goods due to failure or any other breakdown, due to any reason whatsoever. It is specifically agreed that no charge shall be made to us, during the comprehensive warranty, in respect of any repair or service or inspection or replacement of the spare parts. You shall provide the service, during the Defect Liability Period, within 24 (twenty four) hours of reporting the defect to you. If the above said goods or any parts thereof are corrected, repaired, replaced and/or repertories pursuant to this Para, the Defects Liability Period shall be extended by the period spent by the date of completion of such modification, correction, repair, replacement or re-performance.

3.3 You warrant that the above said goods supplied by you, under this order, shall be fit to use for the purpose contemplated herein and the RFP documents.

3.4 You represent that you are a company duly organized, validly existing and in good standing under the laws of India or country of your operation and have full corporate power and authority to implement the terms hereof.

4. Liquidated and Other Damages and the Right of Rejection:

4.1 The delivery time as referred ("agreed delivery date") shall be strictly observed and no delay for any reason shall be acceptable to us. In the case of any such delay, for whatsoever reason, You shall pay us, as liquidated damages (not by way of penalty), an amount equal to 2% of the total order value per day or any part thereof subject to a maximum of 10% of the total order value at the discretion of KPMG(Registered). Notwithstanding the liquidated damages noted above, we also reserve the right of rejection of the above said goods, if supplied after the agreed delivery date.

4.2 Should, the above said goods supplied by You, not conform to our specification, we reserve the right to reject the above said goods supplied. In case, we reject the above said goods supplied, You shall provide us with the above said goods conforming to our specifications, within the agreed delivery date and no extension of the delivery date will be provided to You. In these cases, where You supply non-conforming above said goods, You shall, without prejudice to Your obligation to supply the above said goods conforming to the agreed specifications, pay us as compensation, an amount equal to 16% of the total order value, in addition to the liquidated damages as agreed above. In the event the above said goods are rejected by us, pursuant to this Para or otherwise, You shall at Your own risk and cost and expense, expeditiously remove or cause to be removed, if permitted by the terms hereof, the above said goods from our premises.

4.3 Any damages or the differential, as noted under this Para or otherwise, can be adjusted and deducted from the amounts due to You. If in case, there are no amounts due to, You shall pay the amount of damages or the differential within 30 days from the date of notification, by bankers draft favoring "KPMG (Registered)". Interest shall be charged to You at a rate of 24% per annum for any delay in the payment of the same.

5. Arbitration and Jurisdiction:

5.1 In the event of any dispute arising in respect of this Purchase Order (Agreement), our representatives shall attempt to resolve such dispute within fifteen days of either of us giving notice to the other party of such dispute. All disputes arising out of or in connection with this Purchase Order (Agreement), which cannot be resolved amicably as mentioned above, shall be finally settled exclusively by arbitration as per the Arbitration and Conciliation Act, 1996. The Arbitrator shall be appointed Jointly. The venue of arbitration shall be Mumbai, Maharashtra (India).

5.2 All matters concerning this Purchase Order (Agreement) shall be subject to the exclusive jurisdiction of the courts of Mumbai only (being the place of the registered office of "KPMG" and shall be governed and construed in accordance with the laws of India.

6. Indemnification:

6.1 You agree that You shall save, indemnify and hold us harmless against any and all claims, losses, damages, liabilities or expenses (including attorney's fees) whatsoever for physical injury or death of any person and for loss or damage to any property, occurring in connection with the performance of Your obligations hereunder, any breach of the terms and conditions of this Purchase Order or anything else to which we may become subject due to any action taken or any failure to act on Your part, or in violation of the terms hereof or the applicable laws or regulations.

7. Set Off:

7.1 All sums payable by You to us under this Purchase Order, shall be paid in full, without set-off or counterclaim, and free and clear of and without deduction of or withholding for or on account of any present or future taxes, duties and/or other charges. We shall, however, have the right to set off the money due to us from You, against any money due to You. We shall, however, have a right to claim any setoff for the money due from us to You against the money due to us from You.

8. Termination:

8.1 We shall have a right to cancel or terminate this order:

- a) If You default in the due performance or observance of any of the obligations, covenants, conditions, warranties or provisions contained herein including but not limited to failure to supply and/or commission the above said goods conforming to our specifications, within the agreed delivery date ;
- b) If any representation, warranty, information or statement made or deemed to be made by You, whether explicitly or not, proves to be untrue, incorrect or misleading in any material respect or if any event occurs as a result of which, if any of the aforesaid representations, warranties or statements were repeated immediately thereafter with reference to the facts subsisting at the time of such repetition, the same would be untrue, incorrect or misleading in any material respect;
- c) If there shall have occurred your dissolution or liquidation or any order is made or resolution, law or regulation passed or other action taken for your dissolution or liquidation or you shall otherwise enter into liquidation;
- d) If you apply for or agree to an arrangement with your creditors or any proceeding or arrangement by which a substantial part of your assets is submitted to the control of Your creditors;
- e) If You become or are declared by any Government Authority or any other competent authority to be insolvent or are unable or admit in writing Your inability to pay Your debts as they fall due or become subject to or apply for any suspension of payment, bankruptcy, insolvency or reorganization proceedings if such cessation in your opinion has a material adverse effect on You;
- f) If the consent of any Government Authority, required for the validity, enforceability or legality of the terms hereof ceases to be or is not for any reason in full force and effect or such performance becomes unlawful;
- g) If extra-ordinary circumstances have occurred which in our sole opinion make it improbable for You to fulfil Your obligations here under.

8.2 In case of cancellation or termination of this order, all the payments made to You pursuant to the terms hereof shall become immediately due and payable to us, along with liquidated and other damages, as provided in Para 3 above. Any cancellation or termination of this order shall not constitute a waiver by us of any obligation that by its terms shall survive such cancellation or termination or a waiver of any claim which we may have for actual damages caused by reason of,

or relieve You from liability for, any breach of the terms and conditions of this order prior to such termination or cancellation.

9. Force Majeure

9.1 You will not be liable for any delay due to any cause beyond their reasonable control including embargoes, Act of Governments, Strikes, Lockouts, Fire, Major Accident, Explosion, Riots, Civil Commotion, War Malicious, Mischief, Acts of God, or of the enemies. You will also not be liable for indirect or consequential loss or damage due to the above force Majeure conditions.

10. Confidential Information

10.1 KPMG and Supplier agree that the pricing and terms and conditions of this Purchase Order are confidential.

11. You have complied with and shall always comply with all applicable laws, rules and regulations in India and the country you operates in, including without limitation the Foreign Corrupt Practice Act, the UK Anti-Bribery Act and other applicable anti-corruption, anti-bribery, anti-money laundering, insider trading and export laws ("Applicable Laws"). You further undertake and warrant that:

I. You have not made (and shall not make) and/or has not sought or received (and shall not seek or receive), directly or indirectly, or through your respective partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates, employees or authorized representatives, any payment or favour in cash, kind or otherwise which is prohibited by the Applicable Laws;

II. You have not violated (and shall not violate), either directly or indirectly, or through your respective partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates, employees or authorized representatives the Applicable Laws;

III. You have not provided (and shall not provide) compensation, payments or gifts or other things of value, or make or facilitate any bribe, rebate, payoff, influence payment, kickback or anything of value, directly or indirectly, or through your respective partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates employees or authorized representatives, to any person/entity including without limitation to any government official, public authority, political party/official, candidate for political office or international organization;

IV. You shall specifically not, directly or indirectly, or through your respective partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates, employees or authorized representatives, in relation to the services to be rendered to KPMG or any of KPMG's clients or any other business relationship with KPMG (as the case may be):

- make or facilitate any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or make any direct or indirect unlawful payment or provide anything else of value to any foreign or domestic government official or employee in violation of any laws, rules and regulations; or
- make or facilitate any bribe, rebate, payoff, influence payment, kickback or anything else of value prohibited under any applicable law, rules or regulation. You have not (and shall not) violated any human rights laws/codes/polices directly or indirectly, or through your respective partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates, employees or authorized representatives.

V. You, has established and maintained, and You will continue to maintain, an anti-money laundering program in accordance with such Applicable Laws and that to the best of your knowledge it does not have a business relationship with any person or entity subject to any sanction in connection with money laundering;

VI. You and all your respective partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates employees or authorized representatives who directly or indirectly are engaged in providing services to KPMG/assisting KPMG in providing services to its clients/have any other business relationship with KPMG, have been provided with appropriate training to ensure they are in compliance with the Applicable Laws;

VII. You and all your respective partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates employees or authorized representatives have been made bound to comply with this declaration and that the You shall be solely responsible and liable for any breach by them of the terms in this declaration.

You shall inform KPMG in writing immediately if You or your partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates employees or authorized representatives are in non-compliance with the terms of this clause.

KPMG has the right to monitor compliance/audit/carry out your own internal due diligence in order to ascertain compliance by You of this declaration. You agrees to provide access to your premises and also such documentation/records to KPMG, upon its request, in order to enable KPMG to monitor compliance/audit/carry out your own internal due diligence, in relation to Your compliance with this declaration.

In case of any violation of above by You or any of your partners, principals, officers, commissioners, directors, shareholders, agents, subcontractors, Vendor, associates employees or authorized representatives of KPMG shall have the right to immediately terminate all your contracts and business relationship with You without any liability to You.

12. Acceptance

Supplier should intimate acceptance of this Purchase Order and T&C within 2 working days by signing on it. Copy of this Purchase order with Supplier's acceptance should be submitted along with invoices for processing payment.