

FORM ID : ETG/PUR/10-Rev01

Internal

Date : 01-FEB-2023**Cost Center :****Internal Order No :** 170101008**Purchase Order :** 01MU00PO11/1930060003/2023-23**To,****Connectivity IT Solutions Private Ltd.**

Ecostar, 309

3rd floor

Ecostar, Churi wadi

Vishveshwar Nagar Rd,

Goregaon

Kind Attention :

Sr. No.	Description	Quantity	Unit Price in INR	Amount in INR
1	One time Installation charges	1.0 NOS	120,000.00	120,000.00
Total :				120,000.00
Add:	CGST @		9 %	10,800.00
Add:	SGST @		9 %	10,800.00
Net Total :				141,600.00
Amount in Words: INR One Lakh Forty-One Thousand Six Hundred Only				

For Azentio Software Private Limited**Prashant Rao**

This is a computer generated Purchase Order and therefore does not require any physical signature.

Purchase Order : 01MU00PO11/1930060003/2023-23

TERMS AND CONDITIONS

Acceptance of Purchase Order	Vendor/Service Provider shall acknowledge the PO for the acceptance of all terms and conditions and should give commitment on the delivery schedule. Azentio should receive the acknowledgement within 24 (twenty four) hours from the time of releasing the PO. In the event of non-receipt of any confirmation within the above-mentioned period, the PO shall be deemed as accepted. The acknowledgement can be through e-mail, or any other reasonable form of communication.
General Terms	"The materials/services specified in the Purchase Order ("PO") by Azentio Software Private Limited - India ("Azentio") shall be subject to the following terms & conditions and are in addition to the instructions and specifications on the PO. "Vendor/Service Provider" means the party with whom this order is placed, as shown on the face of the PO. "
Price	The PO value is exclusive of all the applicable taxes unless otherwise stated in the PO.
Inspection	All materials/services may be inspected and tested by Azentio and may reject all or any portions of the materials/services, if Azentio determines them defective and non-confirming. In such situation, if Vendor/Service Provider fails to deliver required replacement promptly, Azentio may correct any retained defective or non-confirming materials/services at Vendor's/Service Provider's expense or replace them with materials/services from another Vendor/Service Provider and charge the Vendor/Service Provider the cost thereof, including cover, and any incidental costs or terminate this PO for cause.
Payment	Payment will be effected by Azentio Software Private Limited only upon receipt and acceptance of the materials/services specified in the PO and receipt of a valid invoice, including all supporting documentation. Payment is subject to the deduction as per applicable withholding tax.
Delivery	Time is the essence thereof and deliverance shall be made as set forth herein; otherwise this PO shall be subject to cancellations at Azentio Software Private Limited option (a) Azentio Software Private Limited may at any time postpone delivery of any of the material/services for a reasonable time (b) Azentio Software Private Limited reserves the right to suspend shipments/execution of the materials/services covered by this PO in the event of strikes, lockouts, accidents or other circumstances out of Azentio Software Private Limited control.
Specifications	All specifications must be held in accordance with or approved or as prescribed in this PO. Any deviations must be in writing and approved by Azentio Software Private Limited.
Order & Completion	Order shall not be considered completed unless all requested material/services have been delivered/rendered as per specification, quantity & quality mentioned, if any, in the order.
Confidential Information	The Vendor/Service Provider shall indemnify Azentio Software Private Limited or its affiliates against any loss, claim or liability arising out of any breach of confidentiality by Vendor/Service Provider or its personnel associated with the execution of the PO, this is without prejudice to Azentio Software Private Limited right to take any other actions including Civil/Criminal action against Vendor/Service Provider and its personnel.
Indemnity	Vendor/Service Provider indemnify and defend Azentio and their respective directors and employees, against all losses, liabilities, damages, claims and costs relating to this PO in connection with: (a) any alleged or actual infringement of IPR by or relating to the deliverables or services; (b) any alleged or actual infringement by or on behalf of Vendor/Service Provider of applicable confidentiality obligations; (c) any damage to property and any injury to or death of any person arising from Vendor's/Service Provider's default, negligence, act or omission; and (d) any alleged losses, damages suffered, expenses incurred by Azentio due to the reasons attributable to the Vendor/Service Provider including the failure of deliverables or services.

Purchase Order : 01MU00PO11/1930060003/2023-23

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Limitation of Liability	In no event shall, Azentio Software Private Limited be liable to the Vendor/Service Provider for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of customers of the Vendor/Service Provider or other third parties claiming through the Vendor/Service Provider) that may arise out of or caused in connection with or result from this PO or any other obligations undertaken under it.
IPR Infringement	The Vendor/Service Provider represents that the equipment's/services supplied by them do not infringe any patents, trademarks, copyrights, designs or other intellectual property rights of any third party. If however a third party claims that the equipment's/services supplied by Vendor/Service Provider, infringes such party's intellectual property rights, the Vendor/Service Provider will defend Azentio against such claim at its own expense and pay all costs, damages and legal fees that a court finally awards. If such claim is made or appears to be likely made, Azentio may ask the Vendor/Service Provider to enable Azentio to use or to modify or to replace the equipment's/services. If none of these alternatives are reasonably available, Azentio shall surrender the equipment or return the equipment's/services to the Vendor/Service Provider. The Vendor/Service Provider will then refund Azentio the amounts paid for such services or equipment's/services along with such amount as damages that Azentio may determine.
Compliance with Laws	The Vendor/ Service Provider shall comply fully all applicable government and local laws, rules, regulations and orders. All items covered by the Vendor/Service Provider shall also comply with any or all such requirements.
Warranty	Vendor/Service Provider expressly warrants that all materials/services provided by them complies with the description demanded by the Azentio Software Private Limited for a period of ____ month/year. In the event of failure to provide the same to the satisfaction of Azentio Software Private Limited, the Vendor/Service Provider shall reimburse all such amount suffered as damages or loss by Azentio Software Private Limited. On account of such failure, in addition to the same, Azentio Software Private Limited shall also be entitled to claim refund of all payments made to the Vendor/Service Provider under this PO pertaining to the materials/services.
Delivery and Performance	If Service Provider/Vendor fails to perform the services or deliver any or all deliverables or does not perform the services within the time specified, Azentio Software Private Limited shall, without prejudice to its other remedies, be entitled to deduct one percent (1%) of the PO price every week (or part thereof) of non-performance till such time as the default continues .This deduction may be made from any outstanding bill/invoice of the Service Provider/Vendor and in the event of any shortfall the Service Provider/Vendor shall pay the balance amount within such time as may be stipulated by Azentio Software Private Limited.
Order Cancellation/ Termination	"Azentio Software Private Limited, at its sole discretion, reserves the right to cancel the order and appoint an alternate Vendor/Service Provider at the cost and risk of the Vendor/Service Provider in the event of one or more of the following circumstances (Event of Default/Breach):Vendor/Service Provider materially breaches (i) this PO (e.g. fails to deliver deliverable/service on time or deliverable/service are not as per terms of the PO) and fails to remedy the breach within 7 days of receipt of notice of the breach; (ii) fails to adhere to any key performance indicator as Azentio Software Private Limited feels necessary for the successful completion of the agreed scope of work/services or (iii) any amended direction, modification or clarification as issued by Azentio Software Private Limited for the successful completion of the agreed scope of work/services or (iv) if the rates are found non-competitive or higher than the market rates and if the performance is found to be unsatisfactory either in respect of delivery or quality of work.If the Vendor/Service Provider goes into

Purchase Order : 01MU00PO11/1930060003/2023-23

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Order Cancellation/ Termination	liquidation, voluntary or otherwise. Azentio Software Private Limited shall have the right to cancel/terminate this PO or any agreement by giving one month written notice or forthwith, without notice in the event of default/breach by the Service Provider/Vendor Expiry/Cancellation/Termination of this PO shall not relieve the Service Provider/Vendor of its obligation undertaken by it or arising out of assignment undertaken by it till satisfactory handover of the same to Azentio Software Private Limited."
Assignment	This PO is non assignable or non-transferrable by Vendor/Service Provider without Azentio Software Private Limited prior written approval.
Amendment	All changes and amendments to this PO or any attachment thereto are valid only if made in writing and signed by Azentio Software Private Limited.
No Publicity	In case if Vendor/Service Provider advertises the requirement in any form, the Vendor/Service Provider will not use Azentio Software Private Limited or its subsidiaries name/s or logo/s in the advertisements.
Right of set-off	Azentio Software Private Limited may deduct any amount owing from Vendor/Service Provider to Azentio Software Private Limited as a set off against any amount owing to Vendor/Service Provider under this PO.
Survival Clause	The sections pertaining to Liability, Indemnity, warranty and any other sections which by its nature survive shall survive upon termination of the PO.
Arbitration	Any dispute arising out of or in connection with this PO, including any question regarding its existence, shall be referred to and finally resolved as per the provisions of Indian Arbitration and Reconciliation Act, 1996, as amended from time to time. Venue of arbitration shall be at Mumbai. Notwithstanding the foregoing, the parties shall have the right to bring judicial proceedings to obtain injunctive relief at any time during the pendency of arbitration proceedings. The arbitration shall be conducted by single arbitrator to be mutually agreed by the parties. In case, the parties fail to agree upon the single arbitrator then it will be referred to an arbitral tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators shall appoint the third presiding arbitrator. The award of the arbitral tribunal shall be final and binding on the parties. The language of arbitration shall be English.
Governing Law	This Purchase Order shall be governed and construed in accordance with the laws of India and Courts of Mumbai, Maharashtra shall have jurisdiction to settle any disputes that may arise out of or in connection with PO.
General	If there is any conflict between the terms and conditions of this PO and any agreement signed by the Vendor/Service Provider prior to issuing this PO, provision of the agreement shall prevail and override such other terms stated in the PO.
Shipping Address	Azentio Software Private Limited, Aurum Q Par?, 7th Floor, Bldg. Q2, Aurum Q Par?, Gen 4/1, TTC, Thane Belapur Road, Navi Mumbai, 400710
Billing Address	Azentio Software Private Limited, 1st Floor, 25, Sej Plaza, Marve Road, NR Nutan Vidya Mandir School, Malad, West, Mumbai City, Maharashtra, 400064 GST - 27AAUCA4876F1Z4
Contact Person	Kanchan Shewale / IT Purchase
Contact Nos	91 22 6953 8073
Expected Delivery Date	Installation done