

**SUSRAVA TECHNOLOGIES PRIVATE LIMITED**

**PURCHASE ORDER- STANDARD TERMS AND CONDITIONS**

Please retain this document in your company files for future reference.

**1. Definitions:**

- a) "Agreement" means these Susrava Technologies Private Limited hereafter referred as "Susrava" Purchase Order Terms & Conditions, which in connection with a valid purchase order issued to Seller constitutes a binding contract that governs Purchaser's agreement to buy certain Goods or Services specified on a purchase order issued by the Susrava legal entity listed on a purchase order ("Purchaser") referencing this Agreement.
- b) "Deliverables" means any tangible materials, content, sales leads, marketing or advertising materials, software integrations or customizations, technical data, intellectual property, drawings, documentation, or any other items identified and/or listed in this purchase order or described in an attached Statement of Work ("SOW"), any of which are provided for Purchaser's internal use or integration into Purchaser's commercial offerings for sale or resale.
- c) "Delivery Date" means the date or dates specified in the Purchase Order or any SOW, by which time the Seller is required to deliver Goods to Purchaser, or provide Services and any Deliverables to Purchaser.
- d) "Goods" means any tangible products or physical goods – including wholly assembled materials ready for Purchaser's consumption and use, or component parts or materials provided for Purchaser use or integration into its commercial offerings – as specified on any purchase order to be delivered or otherwise made available to Purchaser on or before the Delivery Date.
- e) "Harmful Code" means any software program, code, API, or component that is designed to: (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.
- f) "Intellectual Property Rights" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and all derivative works thereof; (ii) service marks, trademarks and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, together with all improvements thereto; (v) all other intellectual property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- g) "Purchaser Personnel" means Purchaser's employee, consultants, agents, independent contractors and subcontractors.
- h) "Seller Personnel" means Seller's employee, consultants, agents, independent contractors and subcontractors.
- i) "Services" means personal or professional services, consulting services, implementation or installation assistance, or any other type of intangible services that Seller agrees to perform for Purchaser, as specified on a purchase order.
- j) "Software" or "App" means the source code, object code, applications, components, or computer-operating programs provided by Seller in connection with any Goods or Services (including any Deliverables) under this purchase order.
- k) "Statement of Work" or "SOW" means any document specifying, without limitation, the scope, objective, time period, project road map, and Deliverables of any work that Seller will perform for Purchaser.

**2. Acceptance of Purchase Order.** The purchase order represents Purchaser's offer to Seller to purchase the Goods, Services, or any Deliverables identified on a purchase order, which in combination with this Agreement constitutes a binding contract under the terms and conditions stated on the purchase order and herein upon any expression of acceptance by Seller, or commencement of performance, whichever occurs first. In the event that Seller and Purchaser have entered into a separate,

signed, master agreement with additional or conflicting terms and conditions, that master agreement will supersede and take precedence over any conflicting terms and conditions in this Agreement; provided, however, upon any expression of acceptance any additional or supplemental terms in this Agreement (not directly conflicting with a signed master agreement) will be binding on Seller, and are enforceable as a separate agreement that will modify and supplement any signed master agreement. Any terms and conditions proposed by Seller in acknowledging or accepting Purchaser's offer that are different from or in addition to the terms set forth in this purchase order or a signed master agreement shall not be binding upon Purchaser, and shall be void and of no effect.

**3. Data.** Seller acknowledges that it currently has in its possession, or if necessary will request from Purchaser, all applicable specifications, drawings, documents, or requirements (including, without limitation, any project based SOW) necessary for Seller to perform its obligations under this Agreement at the price and schedule stated on the purchase order, its attachments, or any agreed upon SOW. All such documentation shall be deemed to be part of this purchase order, and as between Seller and Purchaser, Purchaser shall be deemed to be the exclusive owner of all Data shared under this purchase order. "Personal Data" means any personally identifiable information ("PII") that may be used to identify an individual, and may include (without limitation) any combination of name, address, email address, or phone number; race, nationality, ethnicity, origin, religious or political beliefs; age, gender, sexual orientation, or marital/family status; social security number, government issued ID number, employee number, or any other identifying number, code or symbol; individual health care information; or any educational, financial, criminal or employment history.

**4. Packing and Shipping.** All deliveries of Goods and Deliverables shall be made as specified on the purchase order or SOW, without additional charge for packaging or storage unless otherwise agreed in writing by Purchaser. Seller shall use the delivery method requested by Purchaser, and the least expensive commercial method of delivery adequate to meet the specified Delivery Date if no delivery method is requested. Purchaser's PO number must be plainly marked on all packages, bills of lading, and shipping orders. Risk of loss or damage of Goods or Deliverables in transit shall be borne and retained solely by Seller until delivery is made at the location specified on the purchase order. Unless otherwise specified, time is considered to be of the essence, and delivery according to the schedule is a material condition of Purchaser's acceptance of this Agreement.

**5. Taxes, Duties, Shipping and Delivery Charges.** The prices stated in this purchase order include all applicable taxes, duties, shipping and delivery charges, import or export fees, or other charges, except state and local sales and use taxes, value added taxes, or goods and services taxes ("Transaction Taxes") that by statute may be passed on to Purchaser. Transaction Taxes shall be separately itemized in Seller's invoice.

**6. Payment and Prices.** Unless different payment terms are expressly stated on the purchase order, payment terms shall be net forty-five (45) days from the later of: a) the Delivery Date; b) the date of Purchaser's acceptance of the Goods, Services, or Deliverables; or c) Purchaser's receipt of Seller's correctly presented invoice. A "correctly presented invoice" will contain the purchase order number sent to the billing address specified on the purchase order. The default currency for payment will be INR Indian Rupees or in the currency of the country in which the Purchaser entity or affiliate identified in a purchase order is located, if the purchase order involves a Susrava legal entity outside of the India. Seller represents and warrants that prices quoted to or charged to Purchaser shall not exceed current prices charged to any other customer of Seller for Goods, Services, or Deliverables that are the same, or substantially similar, in type and quantity. Seller shall refund, or Purchaser may set off against any other Seller invoices, any amounts paid by Purchaser in excess of such price(s).

**7. Set-off.** Purchaser will be entitled at any time to set off any amount owing from Seller to Purchaser (or any of Purchaser's affiliates and subsidiaries) against any amount payable at any time by Purchaser (or any of its affiliates and subsidiaries) to Seller, including but not limited to amounts owed by Seller for credits, refunds, returns, or other charges, fees, or expenses that Seller is obligated to pay.

**8. Warranty.** Seller warrants that: (i) it has the full power and legal authority to enter into the purchase order and to perform its obligations under the Purchase Order; (ii) it has the right and unrestricted ability to transfer and assign all Intellectual Property Rights in any Deliverables to Purchaser, including, without limitation, the right to transfer and assign any Intellectual Property Rights arising from work performed by Seller Personnel; (iii) the Goods, Services, and any Deliverables provided to Purchaser do not, and will not, infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary or property rights, whether contractual, statutory, or common law; (iv) Seller will not disclose to Purchaser, bring onto Purchaser's premises, or induce Purchaser to use any confidential or proprietary information that belongs to anyone other than Purchaser or

Seller unless such information is covered by a non-disclosure agreement or other agreement including confidentiality protections permitting such disclosure by Seller to Purchaser; (v) any Software supplied by Seller will not contain any Harmful Code; (vi) Seller's performance conforms in all material respects to Purchaser's specifications, Seller's quotation or proposal, and Seller's brochures or catalogs, and if none of the foregoing is applicable, then the Goods or Services provided by Seller will be suitable for Purchaser's intended use; (vii) Seller will not use, transmit, or disclose any Personal Data that is handled or processed by Seller for or on behalf of Purchaser, except to the extent necessary to perform under this

Purchase Order, and Seller will comply at all times with all laws and regulations applicable to it as a provider of any Services that involve, or may involve, the handling of Personal Data; (viii) only to the extent that Seller actually processes Personal Data it will: (a) implement and maintain appropriate technical and organizational measures and other protections for handling Personal Data including, without limitation, not loading any Personal Data provided to Seller on any laptop computers or portable storage media that can be removed from Seller's premises unless such Personal Data has been encrypted and is stored or transmitted solely as necessary for Seller to perform Services under this Agreement; (b) report to Purchaser any loss or breach of security of Personal Data promptly after discovery ("Security Incident") and in no event later than is required under any/all privacy & data security laws and regulations in any jurisdiction where Seller provides Goods, Services or Deliverables to Purchaser; (c) cooperate fully with Purchaser in investigating any Security Incidents; (d) cooperate fully with Purchaser's requests for access to, correction of, and destruction of Personal Data in Supplier's possession; (e) comply with all instructions or other requirements provided or issued by Purchaser from time to time relating to Personal Data; and (f) permit Purchaser and/or its duly authorized representatives, upon reasonable prior notice, to inspect and audit Seller's business premises and computer systems to enable Purchaser to verify that Seller is in full compliance with its data processing obligations under this Purchase Order and all applicable laws and regulations; (g) collect all consents necessary to transmit, process, or store any Personal Data on Purchaser's behalf in performing any Services; (ix) Seller will not transfer Personal Data across any country border unless it is strictly necessary and unavoidable for the proper performance of any Services, and Seller first provides notice to Purchaser prior to allowing any cross-border transfer; (x) upon Purchaser's request, Seller shall enter into such other arrangements with Purchaser as Purchaser considers reasonable or appropriate in order to ensure that Seller's handling of Personal Data is lawful; (xi) Seller will not provide Purchaser with Personal Data of any third party or Seller Personnel unless necessary to perform the Services; (xii) Seller will record all consents required for handling Personal Data in fulfilling any legitimate purpose in performance of Services hereunder; (xiii) all Goods, Services, or Deliverables will conform to applicable specifications, drawings, descriptions, and samples, and will be of good workmanship and materials and free from defect, claim, encumbrance or lien, and will be suitable for the purpose intended by Purchaser; (xiv) Seller will transfer and assign to Purchaser (as the ultimate Purchaser) all original equipment manufacturer warranties for any Goods supplied to Purchaser; (xv) all Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. If any Goods, Services, or Deliverables provided under a purchase order do not meet the warranties specified herein, Purchaser may, at its option, return to Seller (at Seller's expense) the defective or nonconforming items for credit, refund, or set-off, or require Seller to correct or replace, at no cost to Purchaser, any defective or nonconforming items, including, without limitation, re-performing any Services and providing new Deliverables for any deficient performance. Return shipping to Purchaser of corrected or replacement Goods, Services, or Deliverables shall be at Seller's expense. Any Goods or Deliverables required to be fixed or replaced (including, without limitation, the re-performance of any Services) shall be subject to the warranty provisions in this section, and Purchaser's rights of inspection, in the same manner and to the same extent as originally delivered under this purchase order. Seller's warranties shall run to Purchaser, its affiliates, subsidiaries, and any ultimate customers, clients, or users of the Goods, Services or any Deliverables, and shall not be deemed to be exclusive of any other remedy at law or in equity available to Purchaser, its affiliates, subsidiaries, customers, clients, or users. Purchaser's inspection, approval, acceptance, use of, or payment for all or any part of the Goods, Services, or Deliverables shall in no way affect or waive its warranty rights. Seller shall, at its expense, indemnify, defend and hold harmless Purchaser, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users, from any and all losses, damages, or liability (including, without limitation, reasonable legal fees and costs) arising out of or resulting from any deficiency in delivery of Goods, Services, or any Deliverables, or from any act or omission of Seller, or Seller Personnel in connection therewith.

PURCHASER AND SELLER ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, AND EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE BY SELLER, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.

**9. Inspection.** Purchaser reserves the right to inspect and test all Goods or Deliverables as a condition of Purchaser's acceptance, regardless of the time, place, or stage of production or distribution. Purchaser's payment shall not constitute Purchaser's final acceptance of any Goods or Deliverables found to be defective or deficient in any material respect due to any flaw, defect, or latent deficiency that was not reasonably apparent to Purchaser at the time of the Delivery Date or inspection. Purchaser expressly reserves the right to exercise any remedies available to it, at law or in equity, for incomplete, deficient, or defective Goods or Services, including the right to rescind its acceptance, or to require Seller to cure any defect or deficiency in a commercially reasonable time, or to require Seller to re-perform deficient Services at no additional cost to Purchaser. Any rejected Goods or Deliverables may be returned to Seller or held by Purchaser, both at Seller's risk and expense, subject to Seller's disposal instructions.

**10. Default.** Purchaser may, by written notice to Seller, cancel this purchase order or any performance hereunder for default: (a) if Seller fails to deliver the Goods or Deliverables, or perform the Services, strictly within the time specified in this purchase order, or if no time is specified, within a reasonable time; (b) if the Goods, Deliverables, or Services do not conform to the purchase order or if Seller fails to perform any of its material obligations hereunder, or so fails to make progress as to endanger performance of Seller's obligations as specified in a purchase order; or (c) if Seller's financial condition, in Purchaser's sole judgment, shall at any time become unsatisfactory to Purchaser or otherwise pose any material risk to Seller's performance. Purchaser shall not be liable to Seller for any amount in the event of a cancellation as permitted hereunder. Purchaser is entitled to pursue any remedies available at law or in equity, and Seller shall be liable to Purchaser for any direct or proximate damages suffered by Purchaser due to Seller's default. Upon request, Seller shall cooperate and assist Purchaser with any transition to an alternative third party seller of the Goods, Services or Deliverables.

**11. Change Orders.** Purchaser shall have the right by written notice to change the terms of this purchase order, together with any drawings, specifications or other descriptions, the time, method or place of delivery or the method of shipment or packaging, or to suspend delivery of any Goods or Services ordered under this purchase order. Upon receipt of such notice, Seller shall promptly make such changes. If any requested change causes a material change in the scope of Seller's performance, or results in a material change in the cost or time required for performance under this purchase orders, Seller shall provide prompt notice to Purchaser of any such change and issue a proposed Change Order; and, upon Purchaser's written acceptance, such Change Order shall be adopted to modify and amend this purchase order. Seller shall not substitute, replace or supplement any Goods or Services ordered under this purchase order, or change the specifications related to any Goods or Services, without first notifying Purchaser in writing and receiving Purchaser's written consent via a Change Order.

**12. Title.** Unless otherwise specified in a signed SOW, or as otherwise provided in a signed agreement, Seller agrees that Purchaser is the sole and exclusive owner of all Goods, and any Deliverables and other materials provided in connection with any Services provided by Seller; and Seller hereby irrevocably assigns and transfers to Purchaser all of its worldwide right, title to, and interest in any Deliverables or other materials created for Purchaser, including all associated Intellectual Property Rights therein. Upon the request of the Purchaser and at Purchaser's expense, Seller shall execute such further assignments, releases of any liens or other security interests, and any other documents or instruments that may be desirable or necessary to fully and completely assign all Intellectual Property Rights in any Deliverables to Purchaser, and to assist Purchaser in applying for, obtaining, and enforcing its Intellectual Property Rights therein with any worldwide registrar Seller shall: (a) be responsible on a replacement cost basis for all loss or damage to Goods or materials while in its possession or in transit, and shall insure its risk with adequate commercial general liability insurance; (b) at Purchaser's election, credit or refund all fees paid or payable by Purchaser, or re-perform at no additional cost, any Services that are delivered in a manner that fails to comply with Seller's warranty obligations herein. All Deliverables and any other materials provided in connection with any Services provided by Seller shall be the sole and exclusive property of the Purchaser where applicable shall be considered "Works Made for Hire" under the Copyright Act of India.

**13. Intellectual Property and Proprietary Rights.** Seller shall, at its expense, indemnify, defend, and hold harmless, Purchaser, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users, from any and all loss, damages, or liability (including, without limitation, reasonable legal fees and costs) for or resulting from, any claim of infringement of any existing or future copyrights, patents, trademarks, misappropriation of any trade secrets, or violation of any other intellectual, proprietary or industrial rights, with respect to any of the Goods or Deliverables. The fact that Purchaser furnishes specifications to Seller with respect to any of the Deliverables shall neither relieve the Seller from its obligations hereunder, nor



limit Seller's liability in connection with this section, nor constitute an undertaking by Purchaser to hold Seller harmless against any infringement claim that arises out of compliance with the specifications.

**14. Confidential Information.** Seller shall not disclose to any third party or use any confidential information or Personal Data of Purchaser concerning this purchase order, or disclose any materials intended for use in connection with this purchase order, without Purchaser's prior written consent. Any knowledge or information which Seller may disclose to Purchaser in connection with the purchase of any Deliverables shall not be deemed to be confidential information – unless Purchaser otherwise specifically agrees in writing – and Purchaser's receipt of such information shall be free from any restrictions on use and transmission.

**15. Termination.** Purchaser, at its option, may terminate this purchase order for convenience, in whole or in part, by providing Seller with five (5) days advance written notice. Purchaser will pay Seller for all Goods or Services tendered or performed and accepted through the effective date of any termination; and thereafter Purchaser will have no further payment obligation in connection with any terminated purchase order. In addition, Either party may terminate a purchase order, any SOW hereunder, or both, with immediate effect upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either party makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, formal proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv) either party files a voluntary dissolution or is liquidating, dissolving, or ceasing to do business in the ordinary course.

**16. Compliance with Law.** Each party shall comply with all applicable laws and regulations, including without limitation, Indian government Export Administration Regulations, civil, criminal, and administrative laws and regulations, and all applicable privacy and data protection laws and regulations.

**17. Delays.** In the event an actual or potential labour dispute or other force majeure event beyond the reasonable control and without the fault or negligence of either party delays or threatens timely performance, the non-performing party shall promptly give notice of delay and reasons therefore. Each party shall take all reasonable steps to avoid or remove the cause of any delay, and mitigate the harm of such delay and resume performance (if suspended) as soon as the cause of delay is removed. In the event either party's performance is delayed, or is expected to be delayed, by more than five (5) business days, upon written notice the other party may terminate this purchase order for its convenience. If promised delivery date had crossed more than 2 weeks, the purchaser has the right to claim 10% of total purchase order value as Penalty for each month thereafter.

**18. Assignment and Subcontract.** Neither this purchase order nor any rights or obligations under this Agreement may be delegated, assigned, or subcontracted by Seller without Purchaser's prior written consent. Any assignment not made in accordance with these terms and conditions is void. Purchaser may assign this Agreement and any Purchase Order hereunder at its discretion on the condition that any successor-in-interest following an assignment of this Agreement and any purchase order hereunder agrees to continue to be bound by this Agreement.

**19. Advertising.** Without the prior written consent of Purchaser, Seller will not in any manner advertise or publish the fact that Seller has contracted with Purchaser to furnish Goods or Services, or use any Purchaser names, brands, or logos.

**20. Indemnification Obligations.** As used in this Section, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

Seller shall defend, indemnify and hold Purchaser harmless from and against any/all Claims as incurred, arising out of, or in connection with: (i) any act or omission of Seller or Seller Personnel in the delivery of any Goods or Deliverables, or performance of any Services; and (ii) any/all third party Claims incurred, arising out of, or in connection with Seller's gross negligence or willful misconduct in performing its obligations under this Agreement; and (iii) any alleged infringement of a third party's Intellectual Property Rights, or other proprietary rights as described in Section 13. Purchaser shall indemnify and hold Seller harmless from and against any/all third party Claims incurred, arising out of, or in connection with gross negligence or willful misconduct by Purchaser or Purchaser Personnel in performing its obligations under this Agreement. Each party will indemnify and hold the other party harmless from and against any and all third party Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party that result in personal injury (including death) or damage to tangible property, or loss or breach of Personal Data.

For all obligations arising under this section, the Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnified Party's behalf. If a third party enjoins or interferes with Purchaser's use of any Goods or Deliverables, then Seller will use its best efforts to: (i) obtain any licenses or rights necessary to permit Purchaser to continue to use the Goods or Deliverables; (ii) replace or modify the Goods or Deliverables as necessary to permit Purchaser's continued use; or, if (i) and (ii) are not commercially reasonable, then (iii) Seller will promptly refund to Purchaser all amounts paid for which a third party enjoins or interferes with Purchaser's use of the Goods or Deliverables. Nothing in this Section shall limit any other remedy available to either of the parties.

**21. Relationship of Parties.** The Seller and Purchaser are independent contractors. Nothing in this purchase order shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party.

**22. Waiver.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of its rights hereunder.

**23. Entire Agreement.** Unless another agreement expressly references and incorporates this Agreement and modifies or replaces any terms or conditions hereunder with new or different terms and conditions, this purchase order and Agreement, together with any Data referenced in Section 3 of this purchase order, constitutes the entire agreement and an exclusive statement of the terms between the parties with respect to the purchase and sale of any Goods, Services, or Deliverables. This Agreement supersedes and replaces all previous negotiations, communications, representations, or agreements between the parties concerning the subject of any purchase order. No alteration, modification or amendment of any of the provisions in this purchase order shall be binding unless in writing and signed by Purchaser's authorized representative. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

**24. Survival.** Any provision in this Agreement and purchase order that by its nature would reasonably be expected to be performed after the termination of this purchase order shall survive and be enforceable after such termination.

**25. Limitation of Liability.** In no event shall Purchaser be liable for any consequential, incidental, indirect, special, or punitive damages, even if Purchaser knew or should have known of the possibility of such damages.

#### **ELECTRONIC TRANSACTIONS:**

VAT/Service Tax registration number of the Seller is to be shown on the invoice.

A. If the Seller and Purchaser have mutually agreed to the use of an Electronic Data Interchange ("EDI") system to facilitate purchase and sale transactions. Seller agrees:

(i) That it shall not contest (a) the validity or enforceability of any contract of sale or any terms or conditions thereof resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (b) the admissibility of printed copies of EDI records as documents under Section 65B of the Evidence Act, 1872

(ii) That it shall use proper security procedures to protect its EDI records from improper access; and shall ensure

**25. GENERAL REPRESENTATIONS AND WARRANTIES:** Seller represents and warrants that all articles supplied under Purchaser's Purchase Order have been produced, sold, delivered, and furnished in strict compliance with all applicable national and local laws, rules, regulations, and orders pertaining to applicable product and service quality and safety standards; manufacturer, importer, distributor, or supplier licensing and registration requirements; warranties required by national and local laws, rules, regulations, and orders for the goods or services in issue; and employment or labor standards. Seller shall execute and deliver such documents as may be required by the central or any state or local governing body to effect compliance. Seller shall also deliver to Purchaser such documents as Purchaser requests as evidence of compliance. All laws and regulations required in agreements of this character are hereby incorporated by this reference. Seller shall defend and hold Purchaser harmless from any action which may be instituted against Purchaser or any liability which may be imposed or threatened against

Purchaser as a result of Seller's failure to so comply with such laws and regulations. Without limiting any of the foregoing, Seller specifically represents and warrants that:

A. No article supplied under Purchase Order subject to the Food Safety & Standards Act, 2006, as amended and the Rules made there-under ("FSSA") is unsafe, substandard, adulterated or misbranded as defined under FSSA and is an article which may not, under the provisions of the FSSA be manufactured, imported, distributed, stored, sold or introduced into the market except under license specified under FSSA

B. No article supplied under Purchase Order subject to the Drugs & Cosmetics Act, 1940, as amended and the Rules made there-under ("DCA") is sub-standard, adulterated, misbranded or spurious as defined under DCA and is an article which may not, under the provisions of the DCA be manufactured, imported, distributed, stored, sold or introduced into the market except under license specified under DCA

C. No article supplied under Purchase Order is produced in violation either the FSSA or the DCA (FSSA and DCA collectively referred to as "Acts"), that Seller has the valid license and regulatory approvals, and has not been prohibited, to manufacture, store, market, distribute or sell such article under the applicable Acts and that Seller has not, to its knowledge, used in any capacity in connection with the filling of the Purchaser's Purchase Order the services of any individual or person (as defined in the applicable Acts) who is not approved, licensed or otherwise prohibited by the relevant Authority/ies under the provisions of the applicable Acts or any other statute in India. If at any time Seller learns that this warranty is no longer accurate, Seller shall immediately notify Purchaser of such changed circumstances;

D. No article, software, services, or product supplied under the Purchase Order is produced in violation of the Minimum Wages Act 1948 and that the price of any article supplied under Purchase Order does not violate any provision of the Competition Act, 2002

E. No article, software, App, services, or product supplied under the Purchase Order, including Work Product (hereafter defined), infringes the claim of any trademark, copyright, patent, or other proprietary right of a third party; however, Seller does not warrant against infringement to the extent caused by the use of the article in combination with other material except that if Seller has knowledge of such intended combination, Seller warrants, to its best knowledge, no third party rights will be infringed by such use;

F. All articles, software, App or product supplied under Purchase Order shall be shipped in full compliance with packaging, labeling, shipping, and documentation requirements, including requirements concerning hazardous materials, substances, and waste of all national, state or local government agencies or authorities and applicable international authorities regulating any segments or modes of transportation employed to effect delivery of such articles to Purchaser, and all hazardous materials, substances, and waste shall be packaged, marked, and labeled in accordance with the Hazardous Wastes (Management and Handling) Rules, 1989, as amended and other applicable statutes rules, regulations, directions and orders issued by relevant Government Authorities, including without limitations, the Indian Customs Department and the relevant Pollution Control Boards, as well as International Civil Aviation Organization, and the International Maritime Organization;

G. Without limiting Seller's liability to Purchaser or third parties hereunder, Seller shall maintain Commercial General Liability Insurance to include contractual and products/completed operations coverages to meet its indemnification obligations under this Purchase Order or loss as required by applicable international, country, national state, or local laws, regulations or orders. All such insurance shall be primary and not contributory with regard to any other available insurance to Purchaser. Seller represents and warrants that it shall promptly file all claims made under this Purchase Order with its insurance carriers, Seller agrees to defend, indemnify, and hold harmless Purchaser against all liability, costs, expenses (including attorney fees), damages and judgments occasioned by or resulting from breach of any of the foregoing warranties.

Seller warrants that all of the articles and all of the material furnished under a Purchase Order are free and clear of all liens and encumbrances whatsoever and that Seller has a good and marketable title to same and Seller agrees to hold Purchaser free from defects in materials and workmanship will conform to applicable specifications, drawings, samples or other descriptions given, and shall be free from defect. The aforesaid express warranty shall be in addition to any standard warranty or service guarantee given to Purchaser by Seller.

All warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. Seller represents and warrants that it will comply, at all times, with Purchaser's Supplier Code of Conduct.

**26. REMEDY FOR BREACH OF ANY WARRANTY:** Where there is a breach of warranty by the Seller or where the Purchaser is compelled to treat any breach of a condition on the part of the Seller as a breach of warranty, the Purchaser is not by reason only of such breach of warranty entitled to not to accept the goods; but he may set up against the Seller the breach of warranty in diminution or extinction of the price or sue the seller for damages for breach of warranty.

**27. SECURITY:** Seller shall observe all facilities access, safety, and security measures required by Purchaser. Seller shall assure that its employees follow Purchaser policies while at any Purchaser site or any third party site designed by Purchaser.

**28. NONDISCLOSURE:** Except to the extent provided in Section 14, neither party shall disclose any information pertaining to any transactions between the parties, including, but not limited to, Purchase Order(s), or the contract of sale resulting from the acceptance of Purchase Order(s), including its existence, without the prior written consent of the other party.

**29. CONFIDENTIALITY:** Each party shall preserve as confidential all, and shall not disclose any, proprietary or confidential information of the other party (including information of a third party which a party is under an obligation to maintain in confidence) to which each party may have access as a result of these terms and conditions, the Purchaser's order, the contract of sale resulting from its acceptance or the presence of a party's employees at the other party's site. This confidentiality obligation shall apply to all such proprietary or confidential information of each party, whether in its original form or a derivative form, including work product resulting from Seller's performance of any Purchase Order. Neither party shall take photographs of any portion of any work performed pursuant to any order or duplicate any drawings or specifications without the prior approval of the other party. Nothing herein shall prevent the communication to others of any proprietary or confidential information which the receiving party can show was known to it or its representatives prior to its receipt from the disclosing party hereunder, was lawfully obtained by the receiving party or its representatives other than by disclosure from the disclosing party, or became public knowledge through no fault of the receiving party.

**30. PUBLICITY:** Neither party may advertise or promote using the name or description of the other party (including, but not limited to, disclosing the existence of these terms and conditions), without in each instance the express written consent of the other party, except as required by law. If required by law, the party seeking to disclose shall provide copies of the disclosure for the prior review and comment by the other party's external corporate communications (public relations) department, which shall have a minimum of five (5) business days to review the materials. The Mead Johnson logo may not be used under any circumstance.

**31. ASSIGNMENT:** Except as otherwise provided herein, neither party shall in any manner delegate its duty of performance or assign its rights or obligations herein, under Purchase Order or the contract of sale resulting from its acceptance without the other party's prior written consent. Any attempted assignment in violation of the preceding sentence shall be of no force or effect.

**32. GOVERNMENT INSPECTION:** Seller acknowledges that certain material(s) purchased hereunder may be incorporated into products which will be purchased by an agency or branch of the central or state government. In the event of request for inspection by concerned agency of the government of the manufacturing facilities and records relative to the materials purchased hereunder, Seller hereby agrees that such inspection shall be permitted, and Seller shall immediately notify Purchaser when it learns such an inspection is scheduled or is occurring.

**33. GOVERNING LAW:** Purchase Order and any agreement of sale resulting from its acceptance shall be governed by and construed according to the laws of India. If this order involves software, the following terms shall apply in addition to any applicable terms set out above:

**34. LICENSE.** Seller hereby grants to Purchaser, and Purchaser hereby accepts, on the following terms and conditions, a nonexclusive and non-transferable, fully paid-up irrevocable, world-wide, perpetual license (unless otherwise specified in the Purchase Order) to use the software for the number of users or copies of the software provided on the Purchase Order (the "License"). Seller also agrees to transfer the Source codes, Programs, executable packages, routines and related plugins, dll to run and test the source code at the time of completion of the Project/Services. Seller and Purchaser expressly agree that any software shrink-wrap and click-through software licensing agreements shall not apply to any software purchased under the



Purchase Order unless the Purchaser expressly agrees in writing to such shrink-wrap or click-through software licensing agreement.

### 35. USE OF SOFTWARE AND DOCUMENTATION.

A. Purchaser may, as part of the License, make additional copies of the software and documentation to support the licensed software and documentation. Purchaser may also make one (1) backup and archival copies of the software and documentation.

B. Purchaser, its agents, contractors, assignees and employees shall have the right to use the software and to operate and use the software within the scope of the License for Purchaser's internal business purposes only.

C. The License granted pursuant to Section 34 above or the Purchase Order shall commence upon execution of the Purchase Order.

D. Seller represents and warrants that it shall at all times document the operation of the software in a manner consistent with the best practices of the software development industry, and shall use reasonable effort to ensure that such documentation shall accurately reflect the operation of the software and enable a person reasonably skilled in computer programming and in possession of the software source code to use and maintain the software fully and completely.

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

F. If maintenance services are elected by Purchaser, the maintenance services agreement shall become effective at the end of the Warranty Period of the Products by Purchaser, and shall renew annually unless otherwise terminated by Purchaser, provided Seller notifies Purchaser in writing thirty (30) days in advance of such renewal date.

G. Notwithstanding the foregoing, Purchaser's failure to install or utilize any improvements, enhancement or newly released versions of the Product shall have no effect on Seller's provision of maintenance services. Seller represents and warrants that maintenance services for the current version and the two immediately preceding versions of a Product shall always be available from Seller, and maintenance services for any other prior versions of the Product shall be available for a minimum of two (2) years from the date such Product was purchased by Purchaser or, in the case of new versions provided under maintenance, for at least two (2) years from the date that Purchaser received such new version. Seller shall provide to Purchaser as part of maintenance services, updates and upgrades to the Product at no additional cost to Purchaser. The provisions contained in these Terms shall control over any conflicting provisions contained in any maintenance agreement of Seller.

H. Seller represents and warrants that the occurrence in or use by any Product supplied by Seller of any dates will not adversely affect its performance with respect to date-dependent data, computations, output, or other functions (including, without limitation, calculating, comparing, and sequencing). At Purchaser's request, Seller will provide sufficient evidence to demonstrate the adequate testing of the Product to meet the foregoing requirements.

F. Seller represents and warrants (i) unless authorized in writing by Purchaser or (ii) necessary to perform valid duties under the software documentation, any software provided to Purchaser by Seller for use by Seller or Purchaser shall: (a) contain no hidden files, (b) not replicate, transmit or activate itself without control of a person operating computing equipment on which it resides; (c) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and (d) contain no key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under a Purchase Order, based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria ("Illicit Code"). Provided and to the extent any program has any of the foregoing attributes, and notwithstanding anything elsewhere in this Purchase Order to the contrary, Seller shall be in default of this Purchase Order.

