

CONTRACT AGREEMENT [Purchase Order]

No: 18S-100621

PO Manager:	Anil Baradia	Date:	06-Sep-2017	Version:	0
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Vendors:	Microsoft Regional Sales Corporation	Vendor Code:	60120
	Attn: APOC BIOS Operations (apborun) Block B Alexandra Technopark	Vendor CIN:	
	438B Alexandra Road, #04-09/12	Vendor GSTIN:	
	Singapore		
	Singapore		
	119968		

AZURE INFRA CLOUD SERVICE

TOTAL [USD]					5,616.00					0.00	5,616.00
		Qty	Unit	Rate	Amount	IGST	SGST	CGST	Taxes	Gross	
1	Azure Infra Cloud Service -From 01.08.2017 to 31.07.2018				5,616.00	0.00%	0.00%	0.00%	0.00	5,616.00	
1.1	Charges for Azure Infra Cloud Service	12.0	MON	468.00	5,616.00						

Ship To:	Total Environment Building Systems Pvt Ltd#78, Imagine, EPIP Zone,ITPL Main Road, Whitefield,Bangalore – 560066
Shiped From:	Attn: APOC BIOS Operations (apborun) Block B Alexandra Technopark 438B Alexandra Road, #04-09/12 , Singapore, Singapore, 119968

PAYMENT TERMS										5,616.00
1	Monthly billing with payment against invoice.		-					8.33 %		468.00
2	Monthly billing with payment against invoice.		-					8.33 %		468.00
3	Monthly billing with payment against invoice.		-					8.33 %		468.00
4	Monthly billing with payment against invoice.		-					8.33 %		468.00
5	Monthly billing with payment against invoice.		-					8.33 %		468.00
6	Monthly billing with payment against invoice.		-					8.33 %		468.00
7	Monthly billing with payment against invoice.		-					8.33 %		468.00
8	Monthly billing with payment against invoice.		-					8.33 %		468.00
9	Monthly billing with payment against invoice.		-					8.33 %		468.00
10	Monthly billing with payment against invoice.		-					8.33 %		468.00
11	Monthly billing with payment against invoice.		-					8.33 %		468.00
12	Monthly billing with payment against invoice.		-					8.33 %		468.00

EXCEPTIONS + SPECIAL Terms & Conditions

	These Special Terms & Conditions are to be read in conjunction with the Specific Terms & Conditions and the General Terms and Conditions. In case of a conflict between any of the clauses, the Special Terms and Conditions shall supercede.
1	Billing
	Order values are only indicative; payment will be made on the basis of actual consumption and consumption is per minute basis and as per the Payment Terms.

SPECIFIC Terms & Conditions

	These Specific Terms and Conditions are to be read in conjunction with the General Terms and Conditions. In case of a conflict between any of the clauses, the Specific Terms and Conditions shall supercede.
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GENERAL Terms & Conditions

Signature	Signature	Signature
Name	Name	Name
Authorised Signatory	PO Manager	Authorised Signatory
[Vendors] Microsoft Regional Sales Corporation		[Company] Total Environment Building Systems Private Ltd

1 Parties		
		This Contract is entered into between the Customers and the Vendors and on the date as described above. Each Party is represented herein by their authorised signatory who has affixed their signature below.
2 Authority		
		Each person signing this Agreement represents that he or she has the legal capacity and authority to bind the respective party to this Agreement.
3 Language		
		The language for all communication, documentation, drawings and schedules, and reports and everything else in connection with this Contract shall be English alone.
4 Termination		
		<p>a. Termination for Convenience: The Customers may, at any time, at their sole discretion, terminate any part of the scope of this Contract, or the entire Contract as a whole, without giving any reason by issuing one month's prior written notice to the Vendor, specifying the effective date of such termination.</p> <p>In case of such termination, the Vendor shall be entitled to receive applicable payments, as were previously approved in writing by the Customers, accrued up to the effective date of termination only after they sign a general release of claims in favour of the Customers, and their officers and directors.</p> <p>b. Termination for Cause: The Customers shall be entitled to terminate this Contract forthwith without any notice in case of poor performance, criminal offence, including fraud or negligence, committed by any of the employees or other staff of the Vendors and/or non-compliance with the terms of this Contract, which may cause any risk, loss or damage to the Customers. Further, if the Customers abstain from exercising their rights under this Clause for any period of time the same shall not be deemed to be a waiver. In case of such termination, the Vendors shall not be entitled to receive any payments and the Customers reserve their right to claim the compensation towards delay, additional cost involved in getting another vendor at the risk and cost of the Vendors.</p> <p>c. Termination of this Contract shall be without prejudice to the acquired rights and obligations of the Customers existing at the date of termination, including the right to take action in respect of the circumstances giving rise to termination, and shall not affect any other rights and remedies available to the Customers.</p>
5 Cooperation		
		Each Party shall do all such acts and things reasonably requested by the other Party to give effect to the Parties' intentions under this Contract. Each Party hereto shall cooperate fully with the other in all reasonable respects in order to accomplish the objectives of this Contract including diligence and good faith and using all commercially reasonable efforts in furtherance of this Contract.
6 Service Quality		
		The Vendors shall ensure that their employees devote the required time, skill, labour and attention to detail in their duties in the interest of the Customers and use their best effort to promote the interests of the Customers. The Vendors shall ensure that the Services provided under this Contract are performed to the highest standards of professionalism and skill consistent with industry standards and in accordance with all relevant laws and regulations
7 Earned & Payable		
		The Customers shall not be obligated to pay the Vendors any amounts until such time the amounts are earned and payable. An amount shall be earned by the Vendors only after the acceptance by the Customers, of the material or service as per the agreed terms.
8 Continuity of Service		
		In case of any interruption of Services and/or change in the Vendors personnel on account of illness, termination and/or removal from employment of any employee, the Vendors shall assign other employees immediately to ensure smooth continuity of Services without interruption.
9 Assignment		

Signature

Name

Authorised Signatory

[Vendors] Microsoft Regional Sales Corporation

Signature

Name

PO Manager

Signature

Name

Authorised Signatory

[Company] Total Environment Building Systems Private Ltd

		The Vendors shall not, under any circumstances, assign their rights or delegate their obligations under this Contract to any third party without prior written consent of the Customers.
10	Liability of the Vendors	
		The Vendors shall observe best industry practices with reasonable skill and take utmost care in providing Services to the Customers under this Contract. The Vendor agrees that it shall be liable to indemnify the Customers in respect of any loss or damage suffered by the Customer as a result of negligence or any breach or non-performance by the Vendors of their obligations as agreed in this Contract.
11	Limitation of Liability	
		The Customers shall not be liable to the Vendors for loss of profit, loss of any contract or of any indirect or consequential loss or damage which may be suffered by the Vendors in connection with this Agreement, other than payment for completed Services. The total liability of the Customers shall not exceed the pro-rated Fees for completed Services under this Contract.
12	Indemnity	
		<p>The Vendors hereby undertake to indemnify and hold harmless the Customers, the Customers' personnel and their respective agents, against and from all claims, charges, causes of action of any type, whether administrative, regulatory, at law or in equity, liabilities, damages, losses and expenses, including legal fees and expenses, in respect of:</p> <ul style="list-style-type: none"> a. Failure to fulfil any term of this Contract, or any allegation, claim or demand, which if true, would constitute the Vendors' breach of any term, condition, covenant, representation or warranty under this Contract; b. Failure to comply with any applicable law, statute, regulation, ordinance, state or local law; c. Failure to maintain the confidentiality of Confidential Information; d. Negligent acts or failure to act; e. Legal obligations to its employees; f. Illegal or negligent use of its processes and methods used in providing the Services hereunder; and/or g. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or connected with or in the course of or by reason of the Vendors' Services. <p>Provided that, the Vendor shall not be obligated to indemnify Customers to the extent that any such claims (excluding clauses (b), (e) and (f) above) arise solely because the Vendor were acting at the Customers' express, specific written instructions. The Vendor shall not enter into any stipulation or settlement that in any manner admits liability of the Customers or imposes any obligation on the Customers.</p>
13	Intellectual Property and Confidential Information	
		<p>The Vendors acknowledge that through this engagement, they shall have access to information about the Customers, their activities and affairs, which is not available to the general public, as well as information accepted by the Customers from third parties under obligations of confidentiality ("Confidential Information"). The Vendors agree that, during and after the term of this Contract, they shall not, without the written consent of the Customers, disclose or use or make available for anyone to use, except in the course of the performance of their duties hereunder or as required by law, any Confidential Information and/or any Personally Identifiable Information ("PII") and the Vendors shall use their best efforts to prevent the unauthorized publication or misuse of any Confidential Information.</p> <p>The Vendors undertake that they will exercise due care and will not procure, allow or encourage their employees any reasons whatsoever to: (i) Use or divulge to any person, or publish or disclose or permit to be published or disclosed, any Confidential Information relating to the Customers which they have received or obtained, whether or not, in the case of documents, they are marked as confidential; and/ or (ii) Retain, duplicate or use except for the purposes aforesaid Information relating to the Customers or its Affiliates in whatever form, whether written, or recorded in some other form, or oral.</p>
14	Return of Confidential Information	
		The Vendors agree to return to the Customers, all Confidential Information received or maintained by the Vendors, including all their employees, under this Contract within 07 (Seven) days of any request by the Customers, otherwise not later than 07(Seven) days after the completion of the Term of this Contract or 07(Seven) days from the date of termination of this Contract. The Vendors further agree to destroy any copies of any other document or other record reproducing, containing or made from or with reference to the Confidential Information.
15	Entire Agreement and Modifications	
		This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter. No change, variation or modification of any of the terms and conditions set

Signature

Name

Authorised Signatory

[Vendors] Microsoft Regional Sales Corporation

Signature

Name

PO Manager

[Company] Total Environment Building Systems Private Ltd

Signature

Name

Authorised Signatory

		forth herein shall be valid unless incorporated as an amendment to this Contract and signed by both the Parties.
16	Joint and Several	
		All the Parties signing this Agreement are jointly and severally liable for the performance of all its terms.
17	Survival after Termination or Expiry	
		All provisions that may reasonably be interpreted as surviving the termination or expiry of this Contract shall survive such termination or expiry.
18	Relationship	
		It is agreed and confirmed by the Parties that the Vendors have entered into this Contract as an independent agency and under no circumstances shall they or their employees or sub-contractors be deemed to be the employees or agents of the Customers. The Vendors agree that they alone shall be liable in respect of any claim (including payment of statutory benefits, if any) arising out of the employment of their employees under this contract. No joint venture, partnership, employment or agency has been or is intended to be formed by this Contract. The Vendors hereby also undertake to ensure that their employees shall not represent themselves as employees of the Customers nor create any contractual obligations between the Customers and any third party.
19	No relationship or association with Customers employees:	
		The Vendors hereby represent and undertake that they do not have any relationship or association with any employee of any company, subsidiary or sister concern of the Total Environment Group.
20	Non-Solicitation	
		Unless otherwise agreed by the Parties in writing, the Parties agree not to hire or to solicit the employment of, or to get any work done through any personnel, employee or contractor of the opposite Party either directly or indirectly during the term of this Contract and for a period of 01 (One) year thereafter. In the event of breach of this clause, the Parties agree that the defaulting Party shall pay to the other Party, a sum equivalent to the last drawn 12 (Twelve) months compensation CTC (Cost to Company) by the concerned personnel, employee or contractor subject to a minimum amount of INR 10,00,000 (Rupees Ten Lakhs only) as liquidated damages. The Parties agree that this amount is reasonable compensation on account of breach of Contract, and does not amount to penalty.
21	Non-exclusivity	
		Nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties and this Contract shall not restrict the Parties from acquiring or providing similar, equal or like services or products from or to other entities or sources unless specifically agreed otherwise in the Specific Terms & Conditions
22	No Waiver	
		The Parties hereto agree that in the event of there being any delay or indulgence shown by either Party to the other, with regard to their obligations, and to the enforcement of any of the terms of this Contract under these presents, the same shall not be construed as a waiver on the part of the Party showing such indulgence or tolerance, and any such indulgence or forbearance shall not be deemed as a waiver of the rights of such Party and the Parties shall be entitled to enforce such rights without prejudice to such indulgence or tolerance shown.
23	Unenforceable Clauses & Severability	
		In the event of any provision of this Contract being declared, by any judicial or other competent authority, to be void, voidable, illegal or otherwise unenforceable, or if indications of the same are received by either of the Parties from any relevant competent authority, the Parties shall amend such provision in a reasonable manner that achieves the intention of the Parties without illegality or at the discretion of the Parties it may be severed from this Contract. In such case, the remaining provisions of this Contract shall not be affected and shall remain valid and enforceable.
24		

Signature	Signature	Signature
Name	Name	Name
Authorised Signatory	PO Manager	Authorised Signatory
[Vendors] Microsoft Regional Sales Corporation		[Company] Total Environment Building Systems Private Ltd

	Governing Law	Unless otherwise specified in the Special Terms and Conditiongs, the laws of Karnataka and of India shall govern the validity, performance and enforcement of this Agreement.
25	Arbitration and Jurisdiction	
		It is hereby clearly agreed between the Parties that, in the event of any dispute arising out of this Contract,the same shall be taken up for arbitration in accordance with the Arbitration and Conciliation Act, 1996.The seat of arbitration shall be Bangalore. Both Parties agree that the Courts in Bangalore alone, to the exclusion of all other Courts, shall have jurisdiction in respect of any and all litigation that may arise in respect of the arbitration.
26	Notices	
		All Notices between the parties must be sent in writing and shall be effective only when sent to the receiving partys address as provided against the Customer and Vendor titles above, unless otherwise specified in the Special Terms & Conditions or later in writing by the concerned Party to the other Party
This is a LEGALLY BINDING AGREEMENT. Please READ IT CAREFULLY. If you do not understand the impact of this Agreement, please consult your attorney BEFORE signing.		

Signature
Name
Authorised Signatory
[Vendors] **Microsoft Regional Sales Corporation**

Signature
Name
PO Manager

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[Company] **Total Environment Building Systems Private Ltd**