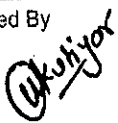

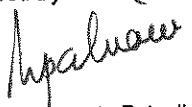


Invoice To HIGHBAR TECHNOCRAT LIMITED Unit No.1409, Empire Tower, 14th Floor D Wing, Gut No 31, Unit SB-1402, Airoli, Navi Mumbai-400708 GSTIN/UIN: 27AABCO4311L1Z1 State Name: Maharashtra, Code: 27 CIN: U72100MH2010PLC210078		Voucher No. HBT/PO/20-21/SB/65	Dated 13-Jan-2021
			Mode/Terms of Payment 30 Days
		Supplier's Ref./Order No. HBT/PO/20-21/SB/65	Other Reference(s)
Supplier CTRL S DATACENTERS LIMITED Ground Floor, Plot No 16, Pioneer Towers, Software Units Layout Madhapur Hyderabad, GSTIN/UIN : 36AADCC1951A1Z8 State Name : Telangana, Code : 36		Despatch through	Destination
		Terms of Delivery As Per Attached Annexure	

SI No.	Description of Goods and Services	Amount
1	Professional Fees Plesk(10 domains) for .Net environment One Time Cost	2,000.00
2	Cloud Hardware Services Plesk(10 domains) for .Net environment License cost for 62 Months	62,000.00
3	Cloud Hardware Services 1TB SAS Data Storage - MRC for 62 Months	2,48,000.00
		3,12,000.00
	IGST ITC Maharashtra	56,160.00
	Total	₹ 3,68,160.00

Amount Chargeable (in words) INR Three Lakh Sixty Eight Thousand One Hundred Sixty Only	E. & O.E
Company's PAN : AABCO4311L	

Prepared By  Name : Ullash Kutiyar Designation : Executive Assistant	Verified By  Name : Anil Jeur Designation : Delivery Head	Approved By  Name : Upagupta Patnaik Designation : Business Head
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Annexure (PO Number - HBT/PO/20-21/SB/65: Terms & Conditions

General Recitals

- Solar Energy Corporation Of India Limited (SECIL or Main Employer for short) has invited Tenders for Implementation of ERP on Cloud Platform, Supply of Licenses including Operation & Maintenance (O&M) at SECI, New Delhi (hereinafter referred to as “the Project”)
- HBT has entered into an Agreement for the execution of SECIL for Implementation of ERP on Cloud Platform, Supply of Licenses including Operation & Maintenance (O&M) (hereinafter to referred to as “the Project”).
- Accordingly, The Highbar Technocrat limited has successfully been awarded with respect to the Project vide RFP NIT No: SECI/C&P/NIT/ERP/072019 (hereinafter to referred to as “Main Contract”).
- CtrlS Datacenter Pvt Ltd has expressed its desire to undertake certain parts of the work scope of HBT under the Main Contract and represented to HBT that it has the requisite skill, experience, ability and available resources to perform the Works (which form part of the works required to be carried out by HBT under the Main Contract).

Specific Terms of PO:

- The PO is concurrent with main contract “SECIL_RFP NIT No: SECI/C&P/NIT/ERP/072019” & earlier “PO no. HBT/PO/20-21/SB/47 dated 27/05/2020” issued to CtrlS and reference mail received from CtrlS “dated 10/12/2020 & 12/01/2021 from Rahul Hatkar”
- Any ambiguities between the provisions of this PO and the Schedules/Annexures, the Main Contract terms will have precedence over the PO except the commercial terms.
- HBT shall have the sole authority to interpret the terms and conditions of this PO and issue clarifications in case of ambiguity and the said interpretation shall be binding on CtrlS Datacenter Pvt Ltd.
- Client herein under the main contract is “SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECIL)”
- CtrlS Datacenter Pvt Ltd hereinafter referred to as “CtrlS” or “consultants”.
- Bidder of the Main Contract is referred as HBT or SI. For the purpose of this PO, the term “Client” should be replaced with term “HBT” and the term “HBT” or “SI” should be read as “CtrlS”.



Scope of work:

The scope of work for CtrlS shall be as per the Scope of work mentioned in SECIL_RFP NIT No: SECI/C&P/NIT/ERP/072019 "Section IV clause 5.1 - Scope of Work" & As per below description.

- Plesk (10 domains) for .Net environment
- 1TB SAS Data Storage - MRC

Duration and Schedule for Deliverables:

- Duration: - 62 months
- The SLA's as defined under the Main contract "SECIL_RFP NIT No: SECI/C&P/NIT/ERP/072019" under Section VIII, "Service level agreement - Cloud Service Provider" shall be adhered by CtrlS.

Professional fees and Payment terms

Below are the professional fees for various components.

Sr. #	Milestone	Amount (INR)
1	Plesk(10 domains) for .Net environment - One time Cost	2,000/-
2	Plesk(10 domains) for .Net environment - License cost for 62 months @ Rs. 1000 per month	62,000/-
3	1TB SAS Data Storage - MRC For 62 months @ Rs. 4000 per month	2,48,000/-
	Total	3,12,000/-

Value in words - Rupees Three Lac Twelve Thousand Only

Quarterly payment will start after the licenses are handed over to HBT and accepted by application team. Days starting from the date of handover of the Licenses and accepted by application team.

Payment terms:

1. One time cost will be raised with the first invoice.
2. Invoice to be raised at the end of each quarter. Prices are exclusive of taxes. HBT shall release payment within 60 days of receipt of corresponding payments from the Client. CtrlS shall not be entitled for any interest on delayed payments for any reason whatsoever.

3. HBT, on receipt of the invoices, shall verify the invoice and confirm if the said invoice is correct and in case of any query seek a clarification on the same from CtrlS within 7-8 days. CtrlS shall respond to the queries within 1 day of receipt of the queries.
4. If HBT accepts the invoice as correct or is satisfied with the clarification of its queries from CtrlS, HBT shall pay the said amounts to CtrlS after deducting the applicable TDS within 60 days of receipt of approved invoice subject to Point 1 above, i.e. receipt of corresponding payments from the Client
5. On submission of invoice, if HBT needs any further supporting documentation or clarification from CtrlS, CtrlS shall provide the same to the satisfaction of HBT. In case HBT is not satisfied with clarification provided by CtrlS or disputes the payment to CtrlS, then the parties shall mutually discuss and amicably resolve the same within a period of 30 days.
6. Notwithstanding any dispute arising as mentioned in 4 above, HBT shall continue to pay the undisputed amounts to CtrlS within 60 days of receipt of invoice by HBT subject to receipt of payments of corresponding amounts from Client. HBT shall pay the disputed amounts within 60 days of receipt of adequate and satisfactory clarification (as per point 2 and 3 above) from CtrlS or resolution of dispute, whichever is later.

DELAYS AND SCOPE CHANGE REQUESTS

In case of delays in the activities of attributable to CtrlS and not dependent on the Client, time extension shall not be provided to complete the milestone.

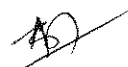
CtrlS shall establish & get approval for extension of time / Scope change from client for the delay / scope change if the same is attributable to client. Any extension / Scope change of time shall be provided only after approval from client. No extension / scope change of time will be granted if the reasons are solely attributable to CtrlS. No financial compensation shall be payable for any extension of time granted, whether on account of delays / change of scope attributable to CtrlS or Client.

In the event of any scope change which may be having the commercial impact to CtrlS, the change request shall be passed on to CtrlS only after change request is approved by the Employer/Client i.e. SECIL. Payment of change requests if any shall also be on back to back basis.

General terms & condition:

1. Delivery schedule and acceptance criteria will be as per main contract referred above.
2. All the terms & condition mentioned in the main contract of "SECIL_RFP NIT No: SECI/C&P/NIT/ERP/072019" shall be applicable on back to back basis to this PO, except commercials, which have been defined in this PO.

3. Any changes to service levels & the incremental hardware (such as VM, storage, servers, performance etc.) required to cater to the RFP requirements during implementation & Support phase of the project shall be solely responsibilities of CtrlS without any commercial impact to HBT.
4. Parties affirm to each other that to the best of its knowledge neither it nor its Directors, officers, partners, employees, permitted subcontractors and/or agents have knowledge of any existing or potential interest in conflict with the Project or this terms & condition that could reasonably be considered to: (a) negatively impact a party's participation in its performance during the Project, If Party becomes aware of a Conflict during the term of this PO, it will promptly notify the other Party in writing and the Parties will work together to mutually resolve the issue in the reasonable time not impacting the project execution.
5. Each party will comply with all applicable laws, rules and regulations of India and with any other jurisdiction in which it acts, including but not limited to the laws, relating to government procurement, payment to government officials or employees, conflicts of interest and the like. Parties will be responsible to comply with those laws or regulations which are applicable to it as IT Service Provider to provide the services stated in scope of work section of this PO.
6. The Courts in Mumbai shall have exclusive jurisdiction over all matters arising out of this PO Agreement.
7. CtrlS shall commence delivery process immediately from the date of receipt of PO.
8. At any point of time if the end customer/HBT required the data back up to be provided, CtrlS shall facilitate and ensure the same.
9. Intimation to discontinue the service will be given 1 month in advance.
10. In case of discontinuation of service shall cooperate in all matters of handing over of data, data backups, cooperation in transferring the data to other hardware, etc.
11. CtrlS will sign NDA and will be strictly bound by it.
12. The CtrlS shall inform HBT on any direct discussion with the Employer, about any matter concerning the Project or the Services
13. CtrlS will not take up directly or indirectly any additional work related to prime contract/ extension / change request of the existing contract from client or any associated party without the prior written consent from HBT.
14. If CtrlS fails to perform their obligations and defaults to complete the assignment within the time specified in the Contract, then HBT at its discretion shall take over the same and get the works carried out through a third party or another agency at the risk and cost of CtrlS. HBT in such cases shall have all rights to withheld payments due to the CtrlS as



well as recover all expenses, liabilities and penalties incurred by HBT due to such default by CtrlS, as it deem fit.

15. CtrlS agrees to share or grant full access of the Project related data with respect to his scope of work to HBT and Client, as and when requested by either party.
16. CtrlS shall be solely responsible for payment of Income Tax, EPF, ESIC and other taxes for the employees engaged on this Project. CtrlS agrees to comply with the provisions set forth under the Minimum Wages Act 1948 and The Contract Labour Act 1970 and its amendments if any. CtrlS shall also comply with the provisions of Employee Provident Fund Act 1952, Employers Liability Act 1938, Industrial Disputes Act 1947, the Maternity Benefit Act 1951, Contract Labour (Regulation & Abolition) Act 1970, Payment of Bonus Act 1965, Equal Remuneration Act 1979, Child Labour (Prohibition and Regulation) Act 1986 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time. A record of the payments made in this regard shall be maintained by CtrlS and the same shall be produced to HBT on request. HBT may terminate the Agreement on account of non-compliance of the above without any liability to HBT.

17. TAXES AND DUTIES

CtrlS shall be entirely responsible for payment of all taxes, duties, license fees and other such levies against its scope of work, during the term of this PO. CtrlS shall ensure to pay the GST and file the returns on or before the due dates to enable HBT to take necessary input credit against GST.

CtrlS shall be liable to indemnify the loss suffered by HBT due its non-compliances for e.g. due to non-payment of GST, incorrect disclosure, mismatch, non-furnishing of returns/submissions, incorrect determination of tax and nature of supply etc. under the GST law.

CtrlS shall be liable to keep HBT indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages, and / or other levies whatsoever made or levied by the Court or any Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof under this work order.

HBT shall deduct applicable TDS against each invoice as and when applicable and shall issue certificate to the CtrlS on a timely basis.

18. INDEMNITIES

CtrlS shall be liable to keep HBT indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages, and / or other levies

whatsoever made or levied by the Customer on HBT due to default in work or workmanship by CtrlS or its employees.

CtrlS shall undertake adequate insurance of its employees and shall be liable to keep HBT indemnified against bodily harm, injury, death of its employees deputed on the Project in accordance with the terms of the Main Contract in proportion to its Contract Value.

CtrlS shall indemnify HBT against any payments to be made under and for the observance of the provisions of all statutory Acts. CtrlS shall also indemnify HBT against any loss or claims or penal damages whatsoever resulting out of non-compliance on the part of the CtrlS with the provisions of these Acts and the schemes framed there under. In case HBT is demanded to pay any fine or penalties, then HBT shall have right to recover from CtrlS any sum required or estimated to be required for making good the loss or damage suffered.

As per the PF rules, HBT as a Principal Employer is liable for payment of PF of its subcontractors. Hence, CtrlS shall ensure payment of PF of its staff on time and shall indemnify HBT against any or all liabilities arising towards non-payment of the same.

19. LIMITATION OF LIABILITY

The liability of CtrlS (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of duly substantiated direct and indirect damages which shall in no event in the aggregate exceed the fees paid to the CtrlS under this agreement.

The liability of HBT (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees balance to be paid to the CtrlS under this Agreement.

The allocations of liability in clause 18 represent the agreed and bargained-for understanding of the parties and compensation for the Services/ Deliverables/ Goods reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

20. AUDIT RIGHTS

HBT shall be entitled to conduct an audit of all the services performed by CtrlS under this Agreement and the resultant PO. CtrlS agrees to fully cooperate in any such audit that may be conducted.



CtrlS agrees to keep and make available in case of an audit, books and records that accurately describe in detail all services rendered, payments made, cost and expenditures for which CtrlS seeks or has sought compensation from HBT against the Project.

21.CONFIDENTIALITY

CtrlS hereby agree to maintain confidentiality of all information, design, data and other documents as may be made available to CtrlS and shared amongst its team and to use the said information solely and exclusively for performance of the object of this Agreement and to refrain from and prevent the dissemination or distribution of such information to third parties without the prior written consent of HBT.

22.INTELLECTUAL PROPERTY

Intellectual Property ("IPR") means any and all tangible or intangible inventions (whether or not reduced to practice), works of authorship, trade secrets, ideas, concepts, know-how, knowledge, techniques, processes, methodologies, software, technology, and proprietary information.

CtrlS agrees that all Documents / reports / deliverables including customized reports, process designs deployed by CtrlS for the purposes of the Project shall remain the sole property of the Client. CtrlS agrees to handover the documentation and other relevant materials to HBT / SI's Project Manager for onward submission to the Client. Client shall own all IPRs of such Design / documents / reports.

CtrlS shall retain the IPR rights for the use of pre-existing data, software, designs, utilities, tools, models, systems & other methodology and know-how which they currently own in performing the services & that is reflected in deliverables.

23.TERMINATION OR SUSPENSION

Notwithstanding anything to the contrary contained elsewhere in this Agreement HBT may terminate or suspend this Agreement forthwith by giving written notice to CtrlS in the event of the Master Service Agreement determining or being terminated or suspended by the client. HBT may also terminate or suspend this Agreement at any time upon giving at least thirty days written notice.

22.1 If:

- a) The Master Service Agreement is terminated in consequence of a breach of this Agreement by CtrlS; or
- b) Material breach of any condition of this agreement or terms & condition of agreement; or
- c) The CtrlS fails to proceed with the Services with due diligence or fails to comply with any program for the Services set out in Agreement after being required in writing so to do by HBT; or
- d) The CtrlS fails to execute the Services or to perform its other obligations in accordance with this Agreement after being required in writing so to do by HBT; or

- e) The CtrlS shall become bankrupt or shall have a receiving order made against it or shall present its own petition in bankruptcy or make an arrangement with or assignment in favor of its creditors or shall agree to carry out the Services under a committee of inspection of its creditors or being a corporation shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if an action is commenced against CtrlS under any bankruptcy order or insolvency law or if an administrator receiver or trustee is appointed over the assets of CtrlS then and in any such event and without prejudice to any other rights or remedies HBT shall by written notice to CtrlS forthwith terminate this Agreement.

22.2 HBT may also terminate or suspend this Agreement at any time upon giving at least thirty days written notice.

22.3 If notice is given by the Client to suspend the performance of the Services and there is subsequent valid notice of resumption then HBT may request CtrlS to resume performance of the Services accordingly and in such event CtrlS shall as soon as reasonably practicable resume the performance of the Services in accordance with this Agreement.

22.4 Upon suspension or termination of the services CtrlS shall take immediate steps to bring the services to an end in an orderly manner but with all reasonable speed and economy and shall cause to be delivered to HBT all the Proprietary Material.

22.5 In case the termination is caused by termination / suspension of master service agreement for reasons not attributable to CtrlS. CtrlS shall cooperate with HBT for submitting the final invoice for all the works done till the date of termination along with all supporting document and the payment shall be released to CtrlS after receipt of payment from client

22.6 In case the agreement is terminated by HBT on account of any of the breaches attributable to CtrlS as mentioned in 21.1 (a),(b),(c),(d),(e) HBT shall prepare the final account which include the sums payable to CtrlS as well as damages to be recovered from CtrlS and accordingly the payment shall be released or recovered from CtrlS within 30 days of date of termination.

23 FORCE MAJEURE

CtrlS or HBT as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure')

22.1 Definition of Force Majeure

A Force Majeure event means any event or circumstance, or a combination of events and circumstances referred to in this Clause, which:

- a) is beyond the reasonable control of the affected Party.
- b) such Party could not have prevented or reasonably overcome with the exercise



- of reasonable skill and care;
- c) does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
 - d) is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
 - e) may be classified as all or any of the following events

Such events include:

- i. act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- ii. radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Consultant's use of radiation or radioactivity or biologically contaminating material;
- iii. an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Consultant under this Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, the Consultant will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

24.2 Notification Procedure for Force Majeure

- a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure, it shall give the claiming Party written notice of such dispute within Thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with Clause
- b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement

22.3 Allocation of cost arising out of Force Majeure

- a) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- b) Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
- c) upon occurrence of an events mentioned in Clause 33.2 (i), (ii) (iii) and (iv) the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof., provided that Employer shall pay the consideration to the Consultant for the work completed till the date of occurrence of Force Majeure event.
- d) Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

22.4 Consultation and duty to mitigate

- a) Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Party informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

25. APPLICABLE LAW

This work order shall be construed in accordance with the Laws of India and shall be subject to the jurisdiction of the courts of Mumbai only

26. ARBITRATION

Any dispute arising howsoever in connection with the interpretation or implementation or purported termination of this Association, the parties agrees to resolve such dispute through amicable consultations.

If such dispute is not resolved through amicable consultation within thirty (30) days after commencement of discussion or such longer period as the parties agree to in writing, than such disputes shall be referred to the arbitration under the provisions of Arbitration and Conciliation Act, 1996 along with its modification/amendments. Either Party shall appoint its respective arbitrator and these two arbitrators in turn shall appoint a

presiding arbitrator whose decision shall be binding on the Parties hereto. The venue of the arbitration shall be at Mumbai and the courts at Mumbai alone shall have the exclusive jurisdiction to try and entertain any proceedings under the above Act.

27. NON-ASSIGNMENT

CtrlS will not assign or otherwise dispose of any rights or delegate any obligations under this Work Order without the prior written consent of HBT.

28. NON-SOLICITATION

During the term of this agreement and 12 months post expiry, CtrlS shall not hire, solicit, employ or engage on any other basis or offer such employment or engagement to any of the HBT employees or HBT's employees who have terminated employment within 6 months prior to the date that employment offer would be made.

29. NON-PUBLICATION

CtrlS shall not disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of HBT, except as may be required by law in which case the same would be notified to HBT immediately.

HBT shall grant CtrlS a limited license to use any HBT/End customer trade name and trademark for the limited purpose of referring HBT/ End Customer's name in CtrlS's marketing material and on CtrlS's web site subject to prior written approval of HBT. The Services details shall be kept confidential by CtrlS.

30. CtrlS agrees to accept terms and condition in accordance with this Agreement, Work Order and general terms and condition of this Agreement but not limited to Personnel, Non-publication, Disclaimer, Completion Certificate, Change of Scope, Maintenance, Supervision and Monitoring During Maintenance, Defects Liability, Insurance, Force Majeure, Suspension of Rights, Termination, Assignment and Charges, Liability and Indemnity, Dispute Resolution, Confidentiality, Copyright and Intellectual Property Rights, SLAs etc. for its respective scope of work.

