

8/4/2020



PURCHASE ORDER

Date Printed: 1/10/2020

Purchase Order Number

PO-53204-0-0

Title: Tech;Contractors:SalesForce: Persistent Sytems Ltd ; Jan 1, 2020 - Dec 31, 2020

Supplier: VC0000030292
Persistent Systems Ltd (India)

 Maharashtra Bhageerath 402 E Senapati Bapat Rd Pune
411 016

Ship To: Miller,Jeremy Brooke
TriNet USA, Inc.
12331 B Riata Trace Parkway
Suite 300 (Building Number 4)
Austin,TX 78727
USA

Bill To: Miller,Jeremy Brooke
Accounts Payable
TriNet USA, Inc.
9805 Double R Blvd
Suite 200
Reno,NV 89521
USA

Final Destination:
Miller,Jeremy Brooke
TriNet USA, Inc.
12331 B Riata Trace Parkway
Suite 300 (Building Number 4)
Austin,TX 78727
USA
Delivery Due: 1/21/2020**Terms:** Net 30**Freight On Brd:****Carrier as agreed per contract:****Currency:** USD

Line Number	Item Number Description	Quantity	UM	Unit Price	UM	Total Price
1	Professional Service For 2020 for SPP, UCPQ, Service Enhancements as well as	426,240.00	EA	1.00	EA	426,240.00
	Lightning; Persistent Systems Ltd (India); Item Description: Professional Services					

Total of Line Items:	426,240.00
Discount:	0.00
Sub-Total:	426,240.00
MISC. CHARGE-1:	0.00
MISC. CHARGE-2:	0.00
Tax:	0.00
Freight:	0.00
Purchase Order Total:	426,240.00

Signature: Rudy Lim, Executive Director

Buyer: Procurement Services
Telephone:**Fax:**
Email: strategicsourcing@trinet.com

Terms and Conditions

TRINET PURCHASE ORDER TERMS AND CONDITIONS

EACH TRINET PURCHASE ORDER ("ORDER") IS ACCEPTANCE OF A SUPPLIER OFFER AND SUCH ACCEPTANCE IS LIMITED AND SUBJECT TO THESE TERMS AND CONDITIONS. TRINET DOES NOT AGREE TO ANY ADDITION, ALTERATION, OR DELETION TO THESE TERMS, WHETHER IN A SEPARATE STATEMENT, DOCUMENT OR OTHERWISE, EXCEPT TO THE EXTENT EXECUTED IN WRITING BY TRINET.

TERMS AND CONDITIONS DIFFERENT FROM OR IN ADDITION TO THESE TERMS SUBMITTED BY SUPPLIER, WHETHER CONTAINED IN ANY ACKNOWLEDGMENT OF THIS ORDER, OR WITH DELIVERY OF ANY GOODS OR SERVICES UNDER THIS ORDER, OR OTHERWISE, AND WHETHER RECEIVED OR TRANSMITTED BEFORE OR AFTER THIS ORDER, WILL NOT BE BINDING ON TRINET, WHETHER OR NOT THEY WOULD MATERIALLY ALTER THIS ORDER, AND TRINET HEREBY REJECTS THEM. THESE TERMS MAY BE MODIFIED ONLY BY A WRITTEN DOCUMENT SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF TRINET AND SUPPLIER.

SUPPLIER'S FULL OR PARTIAL PERFORMANCE OR DELIVERY OF ANY OF THE GOODS OR SERVICES SET FORTH IN THE ORDER, OR ITS FULL OR PARTIAL ACCEPTANCE OF ANY FUNDS OR PAYMENTS THEREWITH, SHALL CONSTITUTE ITS FULL ACCEPTANCE OF THESE TERMS.

1. Performance. Supplier represents and warrants that (a) all goods and services are free of any claim of any nature by any third person and that Supplier will convey clear title to TriNet, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by TriNet, (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by TriNet, and (d) the prices for the goods or services sold to TriNet under this Order are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities. Tangible or intangible property of any nature furnished to Supplier by TriNet or specifically paid for in whole or in part by TriNet, and any replacements or attachments, are the property of TriNet and, unless otherwise agreed in writing by TriNet, will be used by Supplier solely to render services or provide goods to TriNet. Supplier will not substitute any property or take any action inconsistent with TriNet's ownership of such property. While in Supplier's custody or control such property will be held at Supplier's risk, will be kept insured by Supplier at its expense for its replacement cost with loss payable to TriNet, and will be subject to removal at TriNet's written request, in which event Supplier will prepare such property for shipment and redelivery to TriNet in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense.

2. Price. This Order must not be filled at a price higher than shown on the face of the Order. If no price is set forth on the Order, the goods or services will be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, goods and services ordered under this Order will not be billed at a higher price than last quoted or charged without TriNet's specific written authorization. TriNet will be entitled at all times to set-off any amount owed at any time by Supplier or any of its affiliates to TriNet or any of its affiliates against any amount payable at any time by TriNet in connection with this Order. No extra charges of any kind will be allowed unless specifically agreed to in writing by the TriNet. All applicable taxes arising out of transactions contemplated by the Order will be borne by Supplier except as otherwise specified by the parties in writing. If Supplier reduces its prices for such goods and/or services during the term of this Order, Supplier shall correspondingly reduce the prices of goods and/or services sold thereafter to TriNet under this Order.

3. Payment. Supplier will prepare an invoice to TriNet for each Supplier Contract or segment thereof. Payments by TriNet will be made, in its discretion, within forty-five (45) days of receipt of the undisputed invoice, or within ten (10) days receipt thereof in which case TriNet shall receive a two percent (2%) reduction in the final total invoice amount. Cash discount periods shall be computed from either the date of actual delivery of the goods or the date an acceptable invoice is received, whichever is later. If TriNet believes that any billing or other communication between the parties is in error, TriNet will notify Supplier as soon as practicable after such error is discovered, and in no event later than thirty (30) days after billing date, and Supplier will use reasonable efforts to correct such error.

4. Termination & Changes. TriNet may terminate all or any part of this Order for convenience at any time by written notice to Supplier. Upon such termination, TriNet's liability will be limited to amounts due for goods actually received by TriNet, plus reasonable termination charges mutually agreed by Supplier and TriNet, provided that Supplier must specify any proposed charges in writing within fifteen (15) days after termination. This Order shall terminate automatically, without notice, if Supplier becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors. At all times TriNet will have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes

cause an increase or decrease in the cost of or the time required for the performance of any work under this Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with TriNet as to any claimed adjustment, will excuse Supplier from proceeding with this Order as changed. Any claim by the Supplier for adjustment under this Section 4 must be in a detailed writing and delivered to TriNet within five (5) days after the date Supplier receives notification of change. Any change will be authorized only by a duly executed amendment to this Order. Information, such as technical information or guidance provided to Supplier by representatives of TriNet, will not be construed as a change within the meaning of this Section. If Supplier considers that the conduct of any of TriNet's employees has constituted a change under this Order, Supplier will immediately notify TriNet, in writing, in the manner or contact information set forth in this Order, as to the nature of the change and any proposed adjustment, which will then be subject to this Section 4. TriNet may delay delivery and/or acceptance occasioned by causes beyond its control.

5. Default. Time is of the essence of this Order. TriNet may by written notice of default to Supplier (a) terminate all or any part of this Order if Supplier fails to perform, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as TriNet may authorize in writing) after receipt of notice from TriNet specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Supplier will continue performance of this Order to the extent not terminated and will be liable to TriNet for any excess costs for such similar goods or services. As an alternate remedy, and in lieu of termination for default, TriNet, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Supplier's performance, in which case an equitable reduction in the Order price will be negotiated. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Supplier will promptly notify TriNet in writing. If Supplier does not comply with TriNet's delivery schedule, TriNet may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Supplier. The rights and remedies of TriNet provided in this Section 5 will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by law, at equity or under this Order.

6. Packaging. All goods must be packaged in the manner specified by TriNet and shipped in the manner and by the route and carrier designated by TriNet. If TriNet does not specify the manner in which the goods must be packaged, Supplier shall package the goods so as to avoid any damage in transit. If TriNet does not specify the manner of shipment, route, or carrier, Supplier shall ship the goods at the lowest possible transportation rates, consistent with Supplier's obligation to meet the delivery schedule set forth in this Order.

7. Inspection. All goods and services will be subject to inspection and test by TriNet at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as otherwise provided in this Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Supplier from responsibility for such goods or services as are not in accordance with this Order nor impose liabilities on TriNet for them. TriNet's payment for the goods shall not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Supplier at Supplier's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Supplier. Supplier will provide and maintain an inspection and process control system acceptable to TriNet covering the goods and services ordered. Records of all inspection work by Supplier will be kept complete and available to TriNet during the performance of this Order and for seven (7) years after Supplier's completion of this Order. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, then TriNet, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Supplier's expense, require Supplier to inspect the goods and remove nonconforming goods and/or require Supplier to replace nonconforming goods or services with conforming goods or services. If Supplier fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to TriNet, TriNet may at its option inspect and sort the goods; Supplier will pay any related costs.

8. Compliance with Laws. Supplier represents and warrants that it is in compliance with, and all goods and/or services supplied hereunder, have been produced or provided in compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules and regulations. Supplier shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Order. Supplier shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

9. Confidentiality. Notwithstanding any document marking to the contrary, any knowledge or information that the Supplier has disclosed or may later disclose to TriNet, and which in any way relates to the goods or services covered by this Order will not, unless otherwise specifically agreed to in writing by TriNet, be deemed to be confidential or proprietary information, and will be acquired by TriNet, free from any restrictions. Supplier will not transmit to TriNet any sensitive personal information, including, but not limited to, identified health information, financial information, social security numbers, biometrics or other personally identified or identifiable information of like sensitivity. Supplier will keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by TriNet in connection with this Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such

information for the benefit of any other party without obtaining TriNet's prior written consent. Except as required for the efficient performance of this Order, Supplier will not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of TriNet. If any reproduction is made with prior consent, this notice will be provided. Upon completion or termination of this Order, Supplier will promptly return to TriNet all materials incorporating any such information and any copies, except for one record copy. Supplier agrees that no acknowledgment or other information concerning this Order and the goods or services provided will be made public by Supplier without the prior written agreement of TriNet.

10. Insurance. Supplier will maintain: (a) Commercial General Liability Insurance with respect to claims for bodily injury, personal injury, advertising injury and property damage arising out of Supplier's services and operations, goods and products and completed operations in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and not less than Two Million Dollars (\$2,000,000) in the aggregate; (b) Workers' Compensation Coverage in such amount as may be required under applicable state law, or with coverages not less than One Million Dollars (\$1,000,000) per occurrence, whichever is greater; (c) Automobile Liability Coverage for owned, hired, and leased vehicles in an amount not less than One Million Dollars (\$1,000,000) per occurrence; and (d) Errors and Omissions Liability coverage covering negligent acts, errors and/or omissions by reason of or in the course of performing operations under this Agreement in amounts not less than One Million Dollars (\$1,000,000) per Wrongful Act and in the aggregate.

11. Indemnification & Limitation of Liability. Supplier shall indemnify and hold TriNet and its affiliates harmless and, on TriNet's request, shall defend each of them, from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Supplier, any breach by Supplier of any of its obligations hereunder, or any other act, omission or negligence of Supplier or any of Supplier's employees, workers, servants, agents, subcontractors, or suppliers. Supplier shall, on request, pay or reimburse TriNet or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by TriNet or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for intellectual property infringement claims, Supplier will, at its own expense and at TriNet's option, either procure for TriNet the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

TRINET'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY TRINET FOR THE GOODS AND/OR SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, TRINET SHALL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF TRINET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Miscellaneous.

a. Assignment of this Order or any interest in it or any payment due or to become due under it, without the written consent of the TriNet will be void. An assignment will be deemed to include not only a transfer of this Order or such interest or payment to another party but also a change in control of Supplier, whether by transfer of stock or assets, merger, consolidation, or otherwise.

b. All the prices are established as F.O.B. Supplier and/or Origin Dock, Freight Prepaid, unless otherwise specifically provided on the front of this Order. Title and risk of loss shall not pass to TriNet until delivery of the goods to the location designated on the face of this Order and acceptance by TriNet. If TriNet rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with Supplier. The responsibility for freight damaged merchandise will be assumed by Supplier. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Supplier. Supplier will not declare any value on such materials shipped via United Parcel Service, Rail Express, Air Express, Air Freight or Parcel Post. Supplier will release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification.

c. Unless otherwise agreed in writing, Supplier will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet TriNet's delivery schedule. Goods shipped to TriNet in advance of schedule may be returned to Supplier at Supplier's expense.

d. TriNet will have no obligation to request quotations or place Orders with Supplier, both of which will be in TriNet's sole discretion. TriNet acting in its sole discretion will determine the actual quantity of goods or services to be purchased. The quantity of goods or services, if any, specified in forecasts supplied by TriNet from time to time, or otherwise, is an estimate only. Supplier bears sole responsibility for managing Supplier's raw material, work in process, and inventory, and TriNet will have no liability with respect thereto (whether upon termination of this Order or otherwise) other than in connection with termination as provided in Section 16.

e. Each of the rights and remedies reserved to TriNet in this Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by TriNet in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by TriNet shall be deemed to be a waiver of

any such right or remedy.

f. Supplier will not use TriNet's name or logo in publicity, advertising, or similar activity, except with TriNet's prior written consent. Supplier will not disclose the existence of this Order or any of its respective terms to any third party without TriNet's prior written consent.

g. It is agreed that all technical documentation and other literature necessary for the proper use of the goods or services will be provided to TriNet with the goods or services, unless otherwise directed by TriNet, and its cost is included in the price.

h. This Order, these Terms, and all related transactions, will be interpreted under and governed by the laws of the State of New York without regard to its conflict of law principles.

i. Disputes arising under this Agreement will be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for binding arbitration, at the written request of either party, before a single arbitrator under the JAMS Streamlined Arbitration Rules and Procedures in Alameda County, California. Selection of the arbitrator will be by mutual agreement of the parties or, failing agreement within twenty (20) days, by JAMS pursuant to its then-current rules. The amount and responsibility for payment of all arbitration costs will be borne by the prevailing party to such arbitration, as determined by the arbitrator. No damages excluded by or in excess of the damage limitations set forth in this Agreement shall be awarded. During any such arbitration, the parties will continue diligent performance of this Agreement. The arbitrator will render a written decision stating reasons therefore in reasonable detail within ninety (90) days after the respondent receives the Commencement Letter. The provisions of this section, and any award issued by an arbitrator, may be enforced by either party in any court of competent jurisdiction. Arbitration is the exclusive remedy for disputes arising under this Agreement; the parties hereby waive their rights to bring a lawsuit or try by jury any dispute arising under this Agreement.

j. Supplier's obligations arising under Sections 1 through 12 during the term of this Order will survive any termination of this Order indefinitely.

k. No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless supported by consideration and in a writing signed by the aggrieved party. The failure of TriNet to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provisions or of the right of TriNet thereafter to enforce each and every such provision. This Order can be modified or rescinded only by a writing signed by authorized representatives from both parties.

l. All notices, consents, waivers, and other communications required or permitted to be given pursuant to this Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to TriNet shall be sent to Chief Legal Officer, TriNet USA, Inc., One Park Place, Dublin, California 94568, and to Supplier at its address as set forth in this Order, or at such other address as either party may designate in writing to the other party.

m. Provided that there is no written agreement, duly executed by both parties, applying to the transaction, this Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection