| **No.** | **Document** | **Section / Clause / Paragraph** | **Page** | **Existing Requirement / Term / Condition** | **Proposed Amendment** | **Reasoning for Proposal** |
| --- | --- | --- | --- | --- | --- | --- |
| 1 | Purchase Order Terms & Conditions | 1(b) | 1 | If the PO is not signed by the Supplier, any delivery of the Goods and / or the provision of the Software or Services by the Supplier shall constitute deemed acceptance by the Supplier of the PO and these PO Terms and Conditions. The Supplier hereby agrees that none of its standard, business or other terms (notwithstanding any delivery of such terms to the Purchaser) will be incorporated into this Purchase Order (whether by course of dealing or otherwise), and any such terms will not be binding on the Purchaser. | We propose that deemed acceptance of PO shall be subject to the deviations mentioned | Non-standard |
|  | Purchase Order Terms & Conditions | 2 | 1 | Appendix” means each of Appendices A to C (inclusive) of the PO. | Appendices not shared with Tech M | Appendices not shared with Tech M |
| 2 | Purchase Order Terms & Conditions | 2 | 1 | Special Conditions” means those conditions set out in Appendix C. | Appendix C is not shared with Tech M. | Appendices not shared with Tech M |
| 4 | Purchase Order Terms & Conditions | 3(f) | 1 | In relation to Clauses 4j)i) to and including s), 9, 10, 11,12, 13, 23 and 29-39 each shall only apply as applicable and pursuant to the Goods, Services, and/or Software purchased under the relevant PO and any dispute with regard to which Clauses apply will be determined at the sole discretion of the Purchaser, acting reasonably. | We propose deletion of “at the sole discretion of the Purchaser, acting reasonably.” | Non-standard |
| 5 | Purchase Order Terms & Conditions | 4(e) | 1 | The IP Rights utilized, licensed, or granted in connection with the PO (including in the provision of any Software or the provision of the Services) do not and will not infringe any third party rights in either the Kingdom of Saudi Arabia or anywhere else in the world. | We propose deletion of IPR non-infringement warranty | Non-standard |
| 6 | Purchase Order Terms & Conditions | 4(h) | 1 | Any deliverables provided by the Supplier under this PO, including the Platform or Software, system or telecommunications equipment: (i) shall be tested for any viruses and Vulnerabilities and any of the same that are identified shall be removed before delivery of such Platform, Software, system or telecommunications equipment to the Purchaser; (ii) shall not contain any open source software with copyleft terms without the Purchaser’s prior written consent; and (iii) shall be free from defects. | We propose deletion of “shall be free from defects” considering we have a warranty period for reperforming and/or making good the defects. |  |
| 7 | Purchase Order Terms & Conditions | 4(k) | 1 | The Goods, Software and / or Services are fit for their intended purpose and will meet the Purchaser’s requirements with regard to any quality or specifications, which are set out in the PO and Appendix B. | We propose deletion of “fit of their intended purpose”  We propose to have detailed User Acceptance test and review of all the Defect reports, Issue register and log register to verify the compliance. |  |
| 8 | Purchase Order Terms & Conditions | 4(i) | 1 | The Goods, Software and / or Services shall meet any specific warranties which are set out in the Special Conditions and this PO. | We propose deletion as the special conditions are not shared with Tech M |  |
| 9 | Purchase Order Terms & Conditions | 4(m) & 4(p) | 1 | The Goods and Software shall be free from defects in design, material and workmanship, and remain so, for a period of 24 months from the date of the grant of the provision of the Software, or the Purchaser’s acceptance or commissioning of the Goods, whichever is later, during which period the Supplier will at the Supplier’s own cost, repair or replace any defective Goods or Software as to design, materials or workmanship as determined by the Purchaser acting reasonably and as notified to the Supplier. Title and risk in the Goods or any part thereof which do not comply with the requirements of the PO and which are rejected by the Purchaser shall re-vest in the Supplier on return to the Supplier.  p) If the Purchaser, acting reasonably identifies any defect or inadequacy in the Goods, Software and / or Services (as applicable), then for a period of 24 months from the Completion Date, provision of the Software or delivery of the Goods (as applicable), the Supplier will at the Supplier’s own cost make good any defect or inadequacy in the Services, Software or the Goods (as the case may be) as the Purchaser may notify to the Supplier. | We propose that the Warranty Period for reperforming and/or making good the defects for the Services/Deliverables provided under this Agreement should be limited to 60 days from the date of delivery of deliverables. |  |
| 10 | Purchase Order Terms & Conditions | 4® | 1 | Any Software, Platform, system and telecommunications equipment shall, at all times, utilize the most current and stable patches and fixes available to protect against and address any Vulnerabilities and any updates and/or new patches and fixes shall be implemented promptly and without any delay. | This will be scoped under Purchaser IT team. Wherever needed Supplier team will provide the required support based on the mutual agreement. |  |
| 11 | Purchase Order Terms & Conditions | 4(u) | 2 | It will not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may, in the reasonable opinion of the Purchaser, disparage the Purchaser, its affiliates, representatives, officers, directors, employees, agents or contractors or its or their business, products or services. | We propose deletion.  We propose:  Either Party may make media releases, public announcements and/ or public disclosures relating to this Agreement or its subject matter, including promotional or marketing material related to such announcement or media release. Additionally, each Party consents to the other Party using in any media, its name or any of its trademarks, tradenames, logos, characters, artwork, designs, service marks, etc. to advertise or promote the fact that it is or was a customer/ service provider (as the case maybe) pursuant to this Agreement. |  |
| 12 | Purchase Order Terms & Conditions | 5(d) | 2 | If the Purchaser disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect then: (i) the Purchaser will notify the Supplier of the reasons and request the Supplier to issue a credit note for the unaccepted part or whole of the invoice as applicable; (ii) upon receipt of such credit note the Purchaser shall be obliged to pay the undisputed part of a disputed invoice; and (iii) on settlement of any dispute, the Supplier shall submit an invoice for sums due (excluding any sums already paid) and the Purchaser shall make the appropriate payment. | Any discrepancy observed in services should be communicated in writing within a period of 7 days, else deemed accepted. Once accepted/deemed accepted payment within 30 days. Delay in payment shall be levied with an interest of 2% pm  We propose that the Dispute resolution mechanism with time lines be established. Credit notes can be issued only when error in billing is proved. | To ensure the efficient performance of the supplier towards the services further in the engagement. |
| 13 | Purchase Order Terms & Conditions | 5(e) | 2 | Upon delivery of the Goods, provision of the Software and / or completion of the Services, payment for the Goods, Software and / or Services shall be made: (i) within 45 calendar days after the receipt of a valid invoice issued to the Purchaser; and (ii) by direct bank transfer to a bank nominated by the Supplier and acceptable to the Purchaser; and (iii) in the currency detailed in the PO. Payment for the Goods, Software and / or Services does not imply acceptance of the Goods, Software and / or Services by the Purchaser. | We propose 30 days |  |
| 14 | Purchase Order Terms & Conditions | 5(f) | 2 | f) The Purchaser shall have no obligation to pay any invoice (in whole or in part) for which it has not received a valid invoice which complies with Clause 5c) from the Supplier within six (6) months after the date on which the Services have been performed, the Software has been provided or Goods have been delivered or costs incurred to which such invoice relates (excluding any disputed invoices pursuant to Clause 5d)). | We propose deletion | Non-standard |
| 15 | Purchase Order Terms & Conditions | 5(h) | 2 | Notwithstanding any other provision of the PO, the Purchaser may set off or deduct from any amounts due to the Supplier, any amounts which are payable by the Supplier to the Purchaser. | We propose deletion of Set Off | Non-standard |
| 16 | Purchase Order Terms & Conditions | 6 | 2 | Unless otherwise expressly stated in the PO, all prices or other sums payable under the PO are exclusive of VAT chargeable and/or levied in accordance with applicable VAT legislation in the Kingdom of Saudi Arabia. | All invoices shall be exclusive of taxes which shall be solely borne by the Customer. |  |
| 17 | Purchase Order Terms & Conditions | 7(a) | 2 | The Supplier must pay all Taxes imposed or levied in the Kingdom of Saudi Arabia or overseas in connection with the Goods, Software and / or Services as may be applicable under the PO. | The prices shall be exclusive of duties, taxes (except withholding tax) and levies |  |
| 18 | Purchase Order Terms & Conditions | 7(b) | 2 | Where any payment to the Supplier under the PO is subject to any withholding Tax, the Supplier authorizes the Purchaser to withhold and/ or deduct such applicable amount of Tax due from the payments due to the Supplier, and pay such applicable amount of Tax to the relevant tax authority, unless otherwise agreed. | Purchaser shall provide WHT certificate for the amount withheld |  |
| 19 | Purchase Order Terms & Conditions | 7(d) | 2 | d) The Supplier undertakes to indemnify, defend and hold harmless the Purchaser and its Affiliates, officers, directors, employees, agents and contractors against all claims, liabilities, actions and costs (including all legal fees and costs on a full indemnity basis) arising in connection with any Taxes and fees under this PO. | We propose deletion | Non-Standard |
| 20 | Purchase Order Terms & Conditions | 7(g) | 2 | g) Where the Supplier is required by this PO to reimburse or indemnify the Purchaser for any actual cost or expense, the Supplier will reimburse or indemnify (as the case may be) the Purchaser for the full amount of the cost or expense, including any VAT on that amount. | We propose deletion |  |
| 21 | Purchase Order Terms & Conditions | 7(h) | 2 | if the Purchaser makes any payment under the PO in respect of which it is required to apply applicable withholding Taxes, the Purchaser will furnish to the Supplier a withholding tax certificate or other evidence of such withheld Taxes, upon written request by the Supplier, evidencing that such Taxes have been withheld and paid. Where the Supplier requires the withholding tax certificate to be attested by the ZATCA, the Supplier will use reasonable endeavours to assist the Supplier to have the certificate attested by the ZATCA provided that the Supplier will reimburse the Purchaser for all the professional charges and other related cost incurred by the Purchaser to secure such attestation. | the Supplier will use reasonable endeavors to assist the Purchaser to have the certificate attested by the ZATCA |  |
| 22 | Purchase Order Terms & Conditions | 7(k) | 2 | The Purchaser will be entitled with prior consent from the Supplier, to disclose any information relating to the PO to the ZATCA, following a request from the ZATCA to do so | The Purchaser will be entitled with prior consent from the Supplier, to disclose any information relating to the PO to the ZATCA, following a request from the ZATCA to do so |  |
| 23 | Purchase Order Terms & Conditions | 8 | 2 | The Supplier must, at its own cost:  a) obtain all approvals for the performance of the PO and comply with all legislative requirements in relation to the Goods, Software and / or Services; and  b) provide all permits, certificates, and licenses which may be required for the performance of the PO at the Purchaser’s reasonable request or as may otherwise be required in order for the Parties to comply with their obligations in accordance with the relevant Incoterm specified in the PO. | Such costs shall be mutually agreed between the Parties | Non-standard |
| 24 | Purchase Order Terms & Conditions | 9 | 2 | a) All Goods must be packed, clearly marked, and transported in accordance with the PO or, if not specified in the PO, in accordance with industry best practices.  b) The Supplier will deliver or make the Goods available to the Purchaser at the delivery address specified in the PO during Business Hours and on the Delivery Date (except as specified in the PO).  c) Except as specified in the PO, the Supplier shall not deliver the Goods in instalments.  d) If the Supplier is unable to deliver the Goods on the Delivery Date, the Supplier shall notify the Purchaser at the earliest possible opportunity and the Purchaser and the Supplier shall endeavour to agree a mutually acceptable revised Delivery Date. If the Purchaser and the Supplier do not agree a revised Delivery Date, the Purchaser shall have the right to terminate the PO and recover from the Supplier the losses sustained as a result of the delay up to an amount not to exceed 200% of the PO Value. | We propose deletion as the same not applicable |  |
| 25 | Purchase Order Terms & Conditions | 10 | 2 | a) Risk in the Goods passes (subject to Clauses 4m) and 23c), as applicable) from the Supplier to the Purchaser when the Goods are delivered to the Purchaser at the delivery address or, if applicable, on successful completion of installation or as may otherwise be required in accordance with the Incoterm specified in the PO.  b) Title in the Goods passes (subject to Clauses 4m) and 23c), as applicable) from the Supplier to the Purchaser on the earlier of payment of the price or the delivery of the Goods to the Purchaser at the delivery address or, if applicable, on successful completion of installation. | We propose deletion as the same not applicable |  |
| 26 | Purchase Order Terms & Conditions | 11 | 2 | Without limiting the Purchaser’s rights in Clause 9d), the Purchaser shall only be liable for payment to the Supplier for the quantity of Goods described in the PO and which are accepted by the Purchaser in accordance with the PO. | We propose deletion as the same not applicable |  |
| 27 | Purchase Order Terms & Conditions | 12(c)  12(d)  12(g) | 2 & 3 | Acceptance shall be from the time when a duly authorized employee or representative of the Purchaser accepts the Goods delivered or Software provided, and / or the Services performed and confirms that such Goods, Software and / or Services are not defective or inadequate in any way and comply with the PO.  d) If a defect or inadequacy in the Goods, Software and/or Services or any breach of the PO is identified by the Purchaser during the Testing Period, the Purchaser shall be deemed not to have accepted the Goods, Software and/or Services until such time as such defect, inadequacy or breach is remedied by the Supplier.  g) Acceptance of the Goods, Software and/or Services shall be without prejudice to the Supplier’s liability for any defect or inadequacy in the Goods, Software and/or Services or any breach of the PO which is not identified by such duly authorized employee or representative of the Purchaser at the time of acceptance. | Any discrepancy observed in services should be communicated in writing within a period of 7 days, else deemed accepted. | To ensure convenient transaction for either parties, the time period is proposed to be limited for NEOM’s acceptance of the deliverables.  An uncapped acceptance period would hinder further efficiency |
| 28 | Purchase Order Terms & Conditions | 12(e) | 3 | The Supplier must, upon receiving notice from the Purchaser regarding any defect or inadequacy, replace, correct, make good any defect or have workmanship re-performed on any inadequacy in the Goods, Software and / or Services at no cost to the Purchaser within 28 days of the date of the notice. | We propose that the Warranty Period for reperforming and/or making good the defects for the Services/Deliverables provided under this Agreement should be limited to 60 days from the date of delivery of deliverables. |  |
| 29 | Purchase Order Terms & Conditions | 13 | 3 | The Supplier shall give sufficient notice to the Purchaser if it intends to cease the supply of Goods, component parts or replacements, to enable the Purchaser to purchase such Goods, component parts or replacements. | Propose deletion as the same is not part of the Supplier’s scope of work |  |
| 30 | Purchase Order Terms & Conditions | 14 | 3 | a) The Supplier shall indemnify, defend and hold harmless the Purchaser and its affiliates, representatives, officers, employees, agents, and contractors against all claims, liabilities, actions, loss, damage or cost (including all legal fees and costs on a full indemnity basis) arising out of or in connection with:  (i) breach by the Supplier of its obligations under the PO;  (ii) any non-compliance with or breach of any law;  (iii) claims brought by third parties;  (iv) misrepresentation, negligence, fraud, or wilful misconduct by the Supplier;  (v) damage to property;  (vi) injury or death of all persons and otherwise; and  (vii) any infringement of alleged infringement of IP Rights of a third party.  This indemnity is reduced proportionately to the extent to which the loss is caused or contributed to by the Purchaser.  b) Subject to Clause 14c) and the maximum extent permitted by law, neither party shall be liable for any indirect, exemplary, punitive or consequential loss or damage whether arising under claims in contract or at law.  c) Save with respect to:  (i) any matter for which an indemnity is given pursuant to Clause 14a)(iv)-(vii);  (ii) the Supplier’s breach of Clauses 4v), 15, 26c) or 26d);  (iii) any personal injury or damage to property; and / or  (iv) any claim relating to gross negligence, misrepresentation, fraud or willful misconduct,  the Supplier’s liability in connection with this PO will not exceed 200% of the PO Value. | Propose to delete and replace with the below:  Notwithstanding anything under this agreement or elsewhere. in no event shall either party be liable to the other for indirect and/or consequential damages.  Each party's aggregate liability under any circumstance (including any liability, damage, loss or claim arising from tort, contract, representation or warranty, indemnity, negligence or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution shall be the total Fees (excluding any third party bought-outs, taxes and reimbursements) received by TechM from Customer under the relevant Statement of Work/PO  We can provide indemnity only for confidentiality, IPR, Death/bodily injury, breach of law. |  |
| 31 | Purchase Order Terms & Conditions | 15  15(e)(i) | 3 | All IP Rights belonging to a party (or which it uses under a license from a third party) prior to the date of the PO or developed by a party independently of the PO (“Background IP”) shall remain vested in that party (or the relevant third party licensor).  If any IP Rights in the Materials do not vest in the Purchaser under this Clause, the Supplier shall (and shall procure that its agents and contractors shall):  (i) do everything reasonably necessary or requested by the Purchaser either during the term of the PO, or after the expiry or termination of the PO, to enable the Purchaser to own the IP Rights in the Materials including: (A) formally assigning those rights to the Purchaser; (B) assisting the Purchaser to obtain those rights; and / or (C) transferring (as applicable) registration of those rights to the Purchaser; and | We propose that rights in third party IP shall be Solely subject to terms of such third party. Accordingly a EULA is to be signed between such third party/OEM and the customer directly. The terms of this Agreement (including warranties,respresentations,usage,new relaeases,ugrades, updates,indemnity, etc.) shall not be applicable on such third party. |  |
| 32 | Purchase Order Terms & Conditions | 15(j) & (k) | 3 | j) The Supplier shall not use any of the Purchaser’s trademarks, brands or logos for any purpose without the Purchaser’s prior written consent.  k) If the Purchaser has given its consent to use the Purchaser’s trademarks, brands or logos, the Supplier shall use those trademarks, brands and logos strictly in accordance with the terms of the Purchaser’s consent and its applicable policies, guidance, and instructions. | We propose deletion.  We propose:  Either Party may make media releases, public announcements and/ or public disclosures relating to this Agreement or its subject matter, including promotional or marketing material related to such announcement or media release. Additionally, each Party consents to the other Party using in any media, its name or any of its trademarks, tradenames, logos, characters, artwork, designs, service marks, etc. to advertise or promote the fact that it is or was a customer/ service provider (as the case maybe) pursuant to this Agreement. |  |
| 33 | Purchase Order Terms & Conditions | 15(l) | 3 | The obligations in this Clause shall survive the expiry or termination of the PO for any reason. | We propose survival period of 2 years post termination or expiry of the PO |  |
| 34 | Purchase Order Terms & Conditions | 16(b) | 3 | Motor vehicle third party liability insurance for an amount not less than SAR 15,000,000 for any one occurrence for loss of or damage to third party property resulting from an accident covering all motor vehicles which are owned or controlled by the Supplier used in connection with the PO; | We propose deletion. Owned automobile liability is not applicable as we do not have any owned vehicles in ‘Saudi Arabia’. Liability for hired and non-owned vehicles can be covered under Tech M's CGL Policy. | Not applicable |
| 35 | Purchase Order Terms & Conditions | 16(e) | 3 | e) Any other insurance policy that is deemed compulsory by law or necessary in relation to the PO, including such insurance as may be required in order for the Supplier to comply with its obligations in accordance with the relevant Incoterm specified in the PO. | Other Insurance requirement needs to be specifically mentioned with a limit of indemnity per occurrence and in aggregate in advance. |  |
| 36 | Purchase Order Terms & Conditions | 17(a) | 4 | The Purchaser may cancel the PO at any time by giving the Supplier not less than 14 days’ written notice. | We propose 30 days |  |
| 37 | Purchase Order Terms & Conditions | 17(b) | 4 | If the PO covers standard stock Goods, the Purchaser will pay for those Goods which are shipped prior to the cancellation. | Supplier should be entitled to be compensated for any penalty or non refundable advance paid for procuring these goods on behalf of NEOM. Further, PO once issued cannot be cancelled other than for material breaches |  |
| 38 | Purchase Order Terms & Conditions | 18(a) & (b) | 4 | At any time and for any reason, the Purchaser may give the Supplier written notice suspending (in whole or in part) the performance of the Services under this PO.  b) Unless the suspension is directly or indirectly due to a breach of this PO by the Supplier, and only if more than 30 days have passed since the suspension started, the Purchaser will pay to the Supplier any reasonable direct costs arising from the suspension which are incurred and duly documented by the Supplier in the course of performing its obligations under this PO up to and including the effective date of the suspension. | We propose deletion of Suspension |  |
| 39 | Purchase Order Terms & Conditions | 19(a) (i) & (ii) | 4 | a) The Supplier will ensure that where its personnel, or the personnel of its sub- contractors: | We propose that such policies, regulations etc be shared with the Supplier beforehand |  |
| 40 | Purchase Order Terms & Conditions | 19(c) | 4 | c) The Supplier will at all times be responsible and liable for the welfare and all acts or omissions of its personnel and those of its sub-contractors. | We propose deletion |  |
| 41 | Purchase Order Terms & Conditions | 19(d) | 4 | The Supplier will take all reasonable steps to undertake basic screening of all its personnel (and may use a third-party service provider to carry out such checks), including checks on: (i) criminal record; (ii) financial records and credit report; (iii) academic qualifications (e.g. university, grades, dates); (iv) employment including: (A) position(s) held, duration, dates; (B) full details of the three most recent previous employers; and (C) employment references; and (v) social media or other online presence. | We propose deletion of “(v) social media or other online presence.” |  |
| 42 | Purchase Order Terms & Conditions | 21(a) to (c) | 4 | If the Supplier fails to comply with any condition of the PO or fails to deliver the Goods by the Delivery Date, provide the Software by the Software Delivery Date and / or provide the Services by the Completion Date, the Purchaser may give notice to the Supplier that, unless the failure is remedied within a period of 14 days after receipt of the notice, the Purchaser may terminate the PO with immediate effect by written notice to the Supplier.  b) The Purchaser may terminate the PO with immediate effect by written notice to the Supplier if the Supplier becomes or is deemed to be insolvent or bankrupt or enters into liquidation, whether voluntary or compulsory (other than for solvent reconstruction), passes a resolution for its winding up, has a receiver, manager or administrator, trustee or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.  c) If the PO is terminated pursuant to Clause 21a) or b), the parties’ rights, remedies, and liabilities will be the same as they would have been under the law governing the PO had the Supplier repudiated the Purchaser Order and the Purchaser elected to treat the PO as at an end and recover damages, which election the Purchaser herebymakes. | Propose a cure period of 30 days before terminating for breach. Termination should be only for material breach. Supplier to have the right to terminate.  Propose to add that in any case of termination, Service Provider shall be entitled to all fixed, incurred, non-cancellable and accrued costs |  |
| 43 | Purchase Order Terms & Conditions | 23 | 4 | Hazardous Materials | We propose deletion as the same is not in the Supplier’s scope of work. |  |
| 44 | Purchase Order Terms & Conditions | 24 | 4 | All Goods, Software or Services designed, supplied, constructed, and / or provided by the Supplier pursuant to a PO must comply with all relevant environmental and health and safety requirements, Heritage policies, legislative requirements, standards, regulations, and industry codes of practice, including those in the Kingdom of Saudi Arabia.  b) The Supplier agrees that on each occasion that it uncovers or otherwise encounters a Heritage object in the course of its performance of the Services, provision of the Software and/or delivery of the Goods under the PO, it shall immediately cease performing the Services, providing the Software or delivering the Goods and notify the Purchaser. | We propose that such relevant environmental and health and safety requirements, Heritage policies, legislative requirements, standards, regulations, and industry codes of practice be shared with the Supplier before hand.  Propose deletion of 24(b) |  |
| 45 | Purchase Order Terms & Conditions | 25 | 4 | 25. LOCAL CONTENT  The Supplier will, wherever possible using best endeavors, give preference to the Kingdom of Saudi Arabia’s local suppliers, manufacturers, and contractors where price, quality, delivery, and service are equal to or better than that obtainable elsewhere. The Purchaser may request evidence of compliance with this obligation and the Supplier must provide such evidence within 5 Business Days of receipt of the request. | We propose deletion of :within 5 business days and propose that such timeline be mutually agreed between the parties. |  |
| 46 | Purchase Order Terms & Conditions | 26(b) & 26(o) | 4 | b) The Supplier shall not novate, assign, sub-contract or transfer the PO (in whole or in part) or any obligations thereunder without the Purchaser’s prior written consent.  (o)The Purchaser may novate, assign, sub-contract or transfer, or permit to be taken as security the whole or any part of this PO, or any benefit, or interest in the PO (in whole or in part) or any obligations thereunder without the consent of the Supplier. | We propose this to be mutual | Non-standard |
| 47 | Purchase Order Terms & Conditions | 26(d) (d) | 4 | d) in any engagement or employment contract with any personnel. | We propose “d) in any engagement or employment contract with any personnel in connection with this PO” |  |
| 48 | Purchase Order Terms & Conditions | 26(e) | 4 | The Supplier will maintain complete and accurate books and records in connection with the performance of the Services or provision of the Software for such periods as required by applicable law or best industry practice, but in all cases not less than 7 years after expiry or termination of the PO. All such books and records will be available for inspection by the Purchaser at all times at Purchaser’s reasonable request and the Purchaser will be entitled to take copies of all or any part of such books and records. | We propose 2 years after expiry or termination of the PO. |  |
| 49 | Purchase Order Terms & Conditions | 29(a) | 4 | Notwithstanding the provisions of Clause 15, the Supplier grants to the Purchaser (and all affiliates) a non-exclusive, irrevocable, world-wide, perpetual right and license to use (and copy as required for its internal distribution and installation) the Licensed Software (including any new versions or modifications as available) and Licensed Materials; | This will vary project to project.  Licensing terms and conditions to be agreed mutually at SOW/PO level. Some of the licenses may be sold for particular location. Newer versions would be available depending on the terms and conditions agreed also required fees to be agreed mutually. If Software is fully owned by Purchaser then the ownership would be transferred to the purchaser and there after Supplier will not be held responsible for any other updates. |  |
| 50 | Purchase Order Terms & Conditions | 29(c) & 36(b) | 4 | Within 5 Business Days of the date of the PO (or as otherwise detailed in the PO), make available to the Purchaser the Licensed Software and Licensed Materials (in object code, by download, or by way of other mutually agreed format);  36 (b) Within 5 Business Days of the date of the PO (or as otherwise detailed in the PO), make available to the Purchaser the Licensed Software and Licensed Materials via such web address(es) as detailed in the PO or | We propose deletion of “within 5 days” We propose that the time period be mutually agreed between the parites. |  |
| 51 | Purchase Order Terms & Conditions | 29(d) | 5 | Without limiting the Supplier’s warranties in Clause 4, the Supplier represents, warrants, and undertakes that Licensed Software will: (i) perform in accordance with any applicable specifications and its latest release; and (ii) operate successfully on the operating platform specified in any applicable specifications; | License software will work as per specifications and any third party software will be governed solely by EULA and not as per terms of this Agreement. |  |
| 52 | Purchase Order Terms & Conditions | 29(e) | 5 | If the Licensed Software contains any: (i) defects, deviations, failures, or other errors notified by the Purchaser to the Supplier, the Supplier will promptly correct such errors; or (ii) virus or Vulnerabilities the Supplier will provide all necessary assistance to minimize any effects and promptly take steps to remove the virus or Vulnerability | If the virus or Vulnerability is due to other component of the system which is not owned by Supplier then supplier team will be invoiced only in assistance as per their capacity and mutual agreement and will not be binding on Supplier team |  |
| 53 | Purchase Order Terms & Conditions | 29(f) & 39(d) | 5,7 | f) No more than once a year during the term of the PO, the Supplier (or the Supplier’s nominated auditor) will be permitted to audit the Services to verify that the Purchaser’s use does not exceed the number of licenses detailed in the PO and if such audit identifies an underpayment of charges then the Purchaser shall pay the Supplier an equal amount to such underpayment. | We propose that for any such underpayment identified, the Purchaser shall be liable to pay the Supplier interest @ 2% pm. |  |
| 54 | Purchase Order Terms & Conditions | 30 | 5 | If the Services detailed in the PO consist of or include software development services (“Software Development Services”), then  (a)The Supplier will: (i) (A) provide software programs proprietary to third parties with or without modification (“Third Party Software”) under the license terms provided by the relevant third party; (B) provide software programs proprietary to the Supplier (“Standard Software”); and (C) develop such software programs and make such modifications in accordance with the requirements detailed in the PO (“Bespoke Software”), together being “Supplier Software”; (ii) provide in a timely manner such up-to-date documentation to enable the proper use and maintenance of the Supplier Software; and (iii) deliver and install Supplier Software at any sites nominated by the Purchaser ("Site") by such date detailed in the PO or otherwise agreed between the parties; | We propose that the Third party tools used to be mutually agreed between the parties. The ownership and license maintenance terms and conditions of the third party tools to be agreed mutually. |  |
| 55 | Purchase Order Terms & Conditions | 31 | 5 | Platform Development Services | We propose that the overall scope should be agreed between the parties. The ownership of the Hardware to be purchased and deployed in Purchaser site should be clearly defined. It should include all License cost and also maintenance or renewal cost. |  |
| 56 | Purchase Order Terms & Conditions | 30 (b)  31(b) | 5 | For the avoidance of doubt, IP Rights in the Bespoke Software and Platform and any tools or know-how developed and methods invented by the Supplier in the course of, or as a result of, providing the Bespoke Software or Platform vest in the Purchaser and the provisions of Clause 15 apply in relation to such IP Rights; and | We propose that rights in third party IP shall be Solely subject to terms of such third party. Accordingly a EULA is to be signed between such third party/OEM and the customer directly. The terms of this Agreement (including warranties,respresentations,usage,new relaeases,ugrades, updates,indemnity, etc.) shall not be applicable on such third party. |  |
| 57 | Purchase Order Terms & Conditions | 32 | 5 | Managed Services | We propose that Service Level Agreement will be done for each project and those will be strictly adhere to. Transition of the Managed services to be planned and costing to be mutually agreed between the parties |  |
| 58 | Purchase Order Terms & Conditions | 32(b) | 5 | b) If the Purchaser details any minimum standards for service performance in  the PO (“Service Level”) which the Supplier fails to meet (“Service Failure”) then: (i) if the Supplier has reasonable grounds to believe that there will be or is likely to be a Service Failure it will promptly notify the Purchaser and will take all measures necessary to prevent a Service Failure from occurring; (ii) if the Service Failure occurs, the Purchaser may send a notice to the Supplier obliging it to remedy the Service Failure within a specified time; and (iii) if the Supplier fails to remedy the Service Failure within the specified time, the Purchaser may exercise its rights at Clause 32c); | We propose deletion of “(iii) if the Supplier fails to remedy the Service Failure within the specified time, the Purchaser may exercise its rights at Clause 32c);” |  |
| 59 | Purchase Order Terms & Conditions | 32(c) | 5 | Notwithstanding any other provision of the PO, the Purchaser may, by notice in writing to the Supplier, either itself or by a third party nominated by the Purchaser, take over management of the Managed Services if there is or is reasonably likely to be a Service Failure or breach of the PO by the Supplier which is likely to have a material adverse effect on the Purchaser or the Purchaser’s ability to receive the Managed Services in which case: (i) the Supplier will cooperate fully with, and provide all reasonable assistance to, the Purchaser (including access to such management records, systems and other information relating to the Managed Services; (ii) the Purchaser will not be liable for any payments to the Supplier for the Managed Services in which the Purchaser exercises this step-in right; and (iii) the Supplier will be liable to pay any additional costs incurred by the Purchaser (acting reasonably) as a result of exercising this step-in right; and a) The Purchaser may, at any time before expiry or termination of the PO, request by way of notice the Supplier to offer reasonable assistance in transitioning the Managed Services to the Purchaser or any entity with which the Purchaser contracts (or proposes to contract) to provide services similar to the Managed Services upon expiry or termination the PO (“Replacement Supplier”) in which case: (i) the Supplier will provide such assistance as detailed in the notice; and (ii) promptly produce a list of any third party contracts (including any licenses for third party software) that the Supplier reasonably considers necessary to enable transition of the Managed Services (and co-operate to procure the novation or assignment of such contracts). | We propose deletion of such step in rights | Step in is not acceptable |
| 60 | Purchase Order Terms & Conditions | 33 | 5 | If the Services detailed in the PO include or are accompanied by Licensed Software, Bespoke Software and/or a Platform, and the Purchaser requires the maintenance activities in respect of same (“Support and Maintenance Services”) then the Supplier will provide the Support and Maintenance services to the Purchaser at no extra cost (or at such cost as otherwise agreed by the parties in the PO). The Support and Maintenance Services will: (i) detect and correct any defects, deviations, failures or other errors; (ii) provide the Purchaser with access to any updates, upgrades, fixes, improvements, or modifications which are made commercially available by the Supplier; (iii) respond to enquiries made by the Purchaser regarding the Services; and (iv) comply with any service levels detailed in the PO. | We propose deletion of “at no extra cost”. Such costs shall be mutually agreed between the parties. | Non-standard |
| 61 | Purchase Order Terms & Conditions | 34(a) | 5 | B) are promptly removed and replaced by the Supplier (or at the Purchaser’s request) if such person fails to maintain discipline and good order; | Propose that that removal/replacement/rejection shall be on grounds of underperformance, misconduct, prolonged absence. Replacement shall be made within 60 days. Supplier shall have a right to replace for internal purposes. |  |
| 62 | Purchase Order Terms & Conditions | 34(b) | 6 | If applicable to the Consultancy Services, the Supplier: (i) will ensure that the completed Services comply with any technical standards, building, construction and environmental laws of the Kingdom of Saudi Arabia; and (ii) acknowledges that it may be providing advice and recommendations to the Purchaser which the Purchaser may elect not to follow but the Supplier will be responsible pursuant to the PO Terms and Conditions for any loss incurred by the Purchaser as a result of the Purchaser following the Supplier’s advice and recommendations; and | We propose deletion of “follow but the Supplier will be responsible pursuant to the PO Terms and Conditions for any loss incurred by the Purchaser as a result of the Purchaser following the Supplier’s advice and recommendations; and” |  |
| 63 | Purchase Order Terms & Conditions | 35 | 6 | Integration Services | We propose deletion as the same is not part of our scope of work | Not Applicable |
| 64 | Purchase Order Terms & Conditions | 36 | 6 | Software As A service | We propose deletion as the same is not part of our scope of work | Not Applicable |
| 65 | Purchase Order Terms & Conditions | 37 | 6 | Minor Works & Installation Services | We propose deletion as the same is not part of our scope of work | Not Applicable |
| 66 | Purchase Order Terms & Conditions | 38 | 6 | Colocation Services | We propose deletion as the same is not part of our scope of work | Not Applicable |
| 67 | Purchase Order Terms & Conditions | 39 | 6 | Subscription Services | We propose deletion as the same is not part of our scope of work | Not Applicable |