



Mphasis Limited
Bagmane World Technology Center
Marathalli Ring Road, Doddanakhundi
Bangalore 560048
TEL No: +91 80 3352 5000 +91 80 6695 9943

PURCHASE ORDER

PO No.	: 100040088268	Revision No.	: 0
Request No.	: 100010102094	Date	: 11-MAY-21
Buyer	: Lohith, Mr. Patel	Contact Person Name	: DAS, Mrs. SHREEPADA
Email ID	: PATEL.LOHITH@MPHASIS.COM	Contact Person Email ID	: SHREEPADA.DAS@MPHASIS.COM

SUPPLIER DETAILS

Name	: Switching Avo Electro Power Ltd	Supplier Code	: 146194
Address	: 181, Bairathi House, Dinanath Street,	Telephone No.	: 9830064719
	Chandpol Bazar, Jaipur	Fax No.	:
		Supplier Contact	:
	Jaipur - 302001	Email ID	: ragarwal2@avoups.com

PO CURRENCY : INR

Important Note : Please mention the correct HSN/SAC code, your GST No. and Mphasis GST No. on invoices to avoid rejections.

We are pleased to release the order for the following items/services subject to the terms and conditions mentioned here in

Sl. No.	Description	HSN/SAC Code	Qty	UOM	Unit Price	Amount	Ship To and Bill To Address	Start Dt
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							Org Code	End Dt
1	AMC for UPS at Rajasthan	998719	36300	Each	1.00	36,300.00	MphasiS Limited Bagmane Laurel, No 65/2 Block-A, Bagmane Technology Park Byrasandra Village, C V Raman Nagar Bangalore 560093 India	01-APR-21 ----- 31-MAR-22
							Org Code : 123 GST No : 29AAACB6820C1Z1	
TOTAL PO VALUE : INR						36,300.00		
Amount in Words :			INR : Thirty-six thousand three hundred & zero only					

TERMS & CONDITIONS			
Invoice Mailing Address - Hard copy of all invoices to be sent to this address	A P Mailroom, Mphasis Limited, Bagmane World Technology Centre, K.R Puram, WTC3, Block B, 1 st Floor, Marthahalli Outer Ring Road, Doddenekundi, Bangalore-560048, India	Payment Terms	30 DAYS
		Freight & Insurance	
		Warranty	NA

Note to Supplier

As per MSA # AGR-2014-0001277, Amendment -1 - AGR-2021-0005525 & Amendment 2 AGR-2021-0005764 - Quarterly in arrears, to be paid within 30 days from the date of invoice submission.

Note: 1. This is electronically generated document and does not require signature.

2. Taxes extra as per actual.

3. GST in Invoices for all goods and services supplied to SEZ locations should be zero rated.

4. GST amount charged on the invoice shall be paid by us, but shall be recovered in subsequent invoices, if GST credit is not reflecting in our

Form GSTR 2A/GSTR 2B as per the monthly/quarterly return filing status of the vendor.

IMPORTANT INSTRUCTIONS

1. To avoid rejection of invoices, please ensure the following

- **There is a billing address provided on every PO . Your Invoice should be raised on this address .This is very important from a TAX perspective.**

- Invoice must be raised on the correct Mphasis Entity as mentioned on the PO.
- Invoice must have correct reference to PO Number, Line item, Unit Price, Description, Tax, and City.
- Each Invoice line item must correspond exactly and refer to the applicable Purchase Order line item.
- The Invoiced value of the line item (including all previous invoices) should not exceed the value of the Purchase Order line item.
- Invoice date should be the PO date or later than PO date, but never before the PO date.
- Please ensure you have a valid PO before providing any goods or services.

2. All invoices have to be sent to the following address:

AP Mailroom, Mphasis Limited, Bagmane World Technology Centre, K.R.Puram ,WTC 3 ,Block B ,1st Floor, Marthahalli Outer Ring Road, Doddeneekundi, Bangalore-560048, India.

Or soft copy at the following email address :(**Applicable for only International Suppliers**).

AP.Mailroom@mphasis.com or Chitra.somanath@mphasis.com

3. **Payment of Invoices**

For timely Payment of invoices, Suppliers have to ensure that correct invoices are submitted to AP Mail room immediately upon delivery of goods/Services. Payment terms will apply from the date when invoice reaches AP Mail room. If any invoice is rejected by AP for reasons mentioned above, the payment terms Will apply from the date revised invoice is submitted.

4. **Timely Submission of Invoice**

Timely submission of invoices - Invoices must be submitted latest within 3 months of the supply of service/goods. In case invoice submission is delayed beyond 3 months, the company reserves the right to reject the **GST amount (CGST+SGST/ IGST)** or full value of the invoice.

Purchase Order Terms and Conditions

1. Definitions

- 1.1. Goods/Services** shall mean the materials, products or services to be purchased or to be supplied as specified in the Purchase Order (PO) and/or any part thereof.
- 1.2. Company** shall mean Mphasis Limited its affiliates, subsidiaries, successors and assigns.
- 1.3. Vendor** shall mean any person or company supplying goods and Services.

2) Acceptance - Contract Information - Modification

2.1 These terms and conditions apply to delivery of goods / services pursuant to the issuance of the Purchase Order (PO) and constitute the Company's offer to the vendor which may be revoked / modified at any time at the sole and exclusive discretion of the Company prior to acceptance of PO by the vendor. This PO becomes a contract (a) when the Company receives a written acknowledgment of acceptance of the PO or (b) on delivery & acceptance of goods / services listed in the PO or (C) where any advance payment from the Company is accepted by the vendor. Delivery / provision of goods / services listed in the PO without receipt of a written acknowledgment by the Company will be deemed acceptance of these terms & conditions. Any provisions contained in any acknowledgment which is inconsistent with or in addition to, or which alters in any way, the terms and conditions stated in this PO, will not be a part of or supplement these terms and conditions and shall have no force or effect, nor shall the same be binding on the Company.

2.2 These terms and conditions are in addition to the terms and conditions as may be agreed under an agreement between the parties, if any. No prior proposals, statements, course of dealing, or usage of the trade will be part of this contract.

3) Price & Payment

3.1 Price. Prices recorded in this PO are not subject to increase / escalation without the prior written approval and consent of the Company and the Prices quoted in this PO are inclusive of all miscellaneous charges in respect of the said goods / services and no additional charges of any kind (e.g., charges for packing, handling, cartage, transport or change in currency) are payable unless specified in this PO.

3.2 Payment of taxes. Mphasis agrees to pay requisite taxes to the vendor and the vendor agrees to remit such taxes to statutory authorities within the stipulated

statutory time limit, which may become payable under this PO.

3.3 Filing of returns Upon remittance of tax amount (GST at present) to the statutory authorities, the vendor shall also ensure that appropriate GST returns are filed and submitted in the GSTN portal within the due date to enable the Company to avail the Input Tax Credit.

The vendors must ensure that GSTR 1 return is filed by them in the GSTN portal appropriately within due date (quarterly/monthly) as the case may be, and the same is reflecting in GSTR 2A/2B of Mphasis, to enable Mphasis avail ITC on time.

3.4 Invoices After each shipment made or service provided, Vendor will submit an invoice as per the terms of the PO thereby listing a description of the Goods/Services provided. Any incidental charges shall be to Vendor's account.

a) The invoice must also include the following information in English, or in the destination country's official language if required:

- Invoice must be raised on the correct Mphasis Entity as mentioned on the PO.
- Invoice must have correct reference to PO Number, Line item, Unit Price, Description, Tax, and City.
- Each Invoice line item must correspond exactly and refer to the applicable Purchase Order line item.
- The Invoiced value of the line item (including all previous invoices) should not exceed the value of the Purchase Order line item.
- Invoice date should be the PO date or later than PO date, but never before the PO date.

b) All invoices have to be sent to the following address: **A P Mailroom, Mphasis Limited, Bagmane World Technology Centre, K.R. Puram, WTC 3, Block B, 1st Floor, Marthahalli Outer Ring Road, Doddeneundi, Bangalore-560048, India** or soft copy at the following email address: (Applicable only for International Suppliers). AP.Mailroom@Mphasis.com or Chitra.somanath@Mphasis.com

3.5 Recovery of Taxes The Company shall recover the GST amount levied by the vendor on its invoice/invoices raised on the Company, where the vendor defaults in making tax (GST at present) payment and/or defaults in filing the appropriate GST returns within the due date as prescribed in the law.

3.6 Payment For timely payment ensure that the invoices are submitted immediately after delivery of goods/services, as payment terms given in the PO will start from the date invoice (correct in all respects) is submitted to Finance at the address mentioned herein above

3.6 Set-Off The Company may set-off any amount the vendor or any affiliated company owes the Company against any amount the Company owes the Vendor under this PO.

3.7 The Vendor ensures that it adopts and follow GST Law requirements without deviating in timely submission and compliances, In an event of any recovery proceedings initiated by the GST authorities in commensurate with Section 79 of the CGST Act, The Vendor authorizes Mphasis to discharge the demand (to the extent of amount due to be paid to the vendor by Mphasis) to GST authorities.

With such discharge of dues by the Company to GST authorities (to extent of amount due to be paid to the vendor by Mphasis) under section 79 of the CGST Act, Mphasis shall stand indemnified against all demands arising from such payment of dues including tax , Interest and Penalties and Vendor shall hold Mphasis and its directories/officers harmless against such demands in future.

4) Shipping of Goods

4.1 Packing The packing of the goods should be as per the industry recognized standards for packing the goods in question and should be proper and adequate according to the nature of goods and mode of transport intended. One copy of the packing list which contains the details / contents of the packages must be attached to the outside of the package and an additional copy should be placed inside the package. All goods shall be delivered with the packing list and invoice attached to the package.

4.2 Transportation The vendor shall ensure that all documents viz., Invoices, Certificate of Origin, Delivery Notes, Bill of Lading etc., are addressed to the Company at the address specified for delivery as per the PO. The expenses incurred by the Company, if any, due to the lapse from the vendor by not mentioning the details specified above, will be to the vendor's account or adjusted against the invoices pending payment.

4.3 Delivery Time is of the essence of this PO. The vendor will ensure that goods and services are delivered as per the delivery schedule specified in the PO. The Company may refuse to accept delivery of any goods/ services delivered prior to or after the time for delivery specified in the PO including but not limited to the criteria of meeting specifications. The Company may at its sole and absolute discretion claim damages / compensation for delay in delivery of goods / services. Mphasis shall reserve its right at its sole discretion to reject without incurring any liability for any excess faulty delay, damage, etc. deliverables provided under this PO.

4.4 Nonconforming Goods / Services Any goods / services which are not fully compliant with the industry recognized standards, or not in compliance / conformity with the specifications of this PO or of non-merchantable quality are liable to be rejected by the Company and returned at the vendor's cost, expense and risk. Should the vendor fail to replace / substitute the goods / services incorrectly / inadequately supplied within the specified time, the Company may, at its option, and without prejudice to all the rights of the Company available under law or equity, require the vendor to indemnify it for all losses or damages resulting there from.

4.5 Title The Company acquires right and title to the goods & services that have been delivered on acceptance of delivery by the Company as per the procedure stated herein.

4.6 Changes and or Extra Changes This PO is subject to changes by the Company before the delivery of goods / services at the sole and absolute discretion of the Company, without prior notice to the Vendor. However, the vendor will forthwith notify the Company if any such change affects price or delivery of goods / services for our PO of the same.

5) Obligation of the Vendor

5.1 The Vendor shall use its best efforts to ensure that the Services are executed in compliance with the relevant specifications and instructions of the Company and delivered to the Company within the delivery milestones specified therein. Further, the Vendor shall ensure that the Services are performed for the Company with all requisite skill and care and as per the industry recognized standards for the provision of such Services.

5.2 Maintenance of Resources - The Vendor shall also maintain high quality of adequate number of resources required for execution of Vendor's obligations under

this PO in an efficient and speedy manner.

5.3 General Obligations

- The Vendor shall exercise its best efforts to ensure that the Services provided to the Company are executed in a diligent manner and shall abide by the directions and instructions relating to the performance of the duties as issued by the Company.
- The Vendor shall have no claim whatsoever on the Company's engagement during the tenure or after the termination of this PO.
- The Vendor shall not at any time disclose, or make known any information relating to the affairs of the Company or any customers of the Company to any person.
- The Company shall, in its sole discretion, have the right to issue directions to the Vendor regarding the manner of working in execution of the Services. The Parties hereby expressly agree that such issue of directions by the Company shall in no manner alter the status of the Company as an independent Vendor to this PO.

5.4 Employment Taxes and Benefits. The Vendor will report as income all compensation received by Vendor pursuant to this PO. The Vendor will not be entitled to participate in any plans, arrangements, or distributions by the Company pertaining to any bonus, stock option, profit sharing, insurance or similar benefits for the Company's employees.

5.5 Vendor responsibility to pay Vendor Personnel. During the term of this PO, it shall be the sole responsibility of the Vendor to make timely payments to all its employees deployed to provide goods/ services. For the services to be rendered from India, all contributions that are to be statutorily made to the employees, including, but not limited to the payments under the Employees Provident Funds & Miscellaneous Provisions Act, 1952 ("EPF") and the Employees State Insurance Act, 1948 ("ESI") shall be made by the Vendor and proof of such compliance with these statutory obligations in the form of receipts/challans etc. shall be furnished to the Company every month, along with the invoices raised. The Vendor agrees that in the absence of such proof of compliance, the Company is under no obligation to make any / all payments in respect of any of the invoices that may be raised in respect of the Services that are provided. Vendor undertakes to extend full cooperation in any audit conducted by the company for the compliance of above requirement in addition to submission of proof of online posting.

6) Relationship between Parties

6.1 Independent Contractor. The Vendor is an independent contractor and is not an agent or employee of the Company, and has no authority to bind the Company by contract or otherwise. In this regard, the Vendor hereby expressly agrees that he/she/it shall have no claim whatsoever with regard to continued engagement by the Company or employment by the Company during the term or after the termination of this PO, other than in relation to the Services. The Vendor further agrees that all personnel deputed to perform the Services shall be deemed to be the employees of the Vendor for all purposes related to this PO and that the said personnel shall have no claim what so ever against the company, whether in respect of employment or otherwise.

7) Compliance with Law and Policies

7.1 Laws - The Vendor shall ensure that in the execution of the Services, it shall comply with all applicable laws, regulations and notifications and shall exercise its best efforts to obtain all applicable licenses, approvals and permits required for the execution of the Services and this PO.

7.2 Anti-Bribery/Corruption Mphasis conducts its business in ethical manner and has zero-tolerance against bribery and corruption. Accordingly, in providing the Services, the Vendor (which term shall include its partners, employees, representatives, subcontractors and agents) will conduct every business transaction with integrity and shall comply with all the applicable anti-corruption and anti-bribery laws, including but not limited to U.S. Foreign Corrupt Practices Act and the Bribery Act 2010, as amended from time to time and the laws and regulations of each country where the Service Provider operate, apart from compliance with Mphasis Code of Conduct and any standards, guidelines and procedures for FCPA and anti-bribery compliance notified by Mphasis from time to time. The Service Provider shall maintain in place throughout the term of this PO its own policies and procedures to ensure compliance with this Section. The Company advises the Vendor that the United States Foreign Corrupt Practices Act ("FCPA") prohibits the payment or giving of anything of value, either directly or indirectly, by a United States Company, or any of its subsidiaries or affiliates, to an official of a foreign government for the purpose of influencing an act, or decision in his official capacity, or inducing him to use his influence with the foreign government, to assist the United States company, or any of its subsidiaries or affiliates, in obtaining or, retaining business for or with, or directing business to, any person. The Vendor agrees that it will not take any action which would cause the Company and/or its parent, subsidiary and/or affiliate, to be in violation of the FCPA and undertakes to duly notify the Company if it becomes aware of any such violation and further undertakes to duly indemnify the Company and / or its parent, subsidiary and / or affiliate, and keep the Company and / or its parent, subsidiary and / or affiliate well and sufficiently indemnified for any losses, damages, fines, penalties, whatsoever which the Company and / or its parent, subsidiary and / or its affiliate may suffer or incur arising out of or incidental to any such violation of the FCPA.

7.3 Compliance with Mphasis Policies; Procedures; Insurance. Service Provider's personnel will observe and comply with Mphasis' security procedures, rules, regulations, and policies (as updated from time to time) and Service Provider will use its best efforts to minimize any disruption to Mphasis' normal business operations at all times. Service Provider shall maintain, at its sole cost and expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the Purchase Order. Mphasis Corporate Governance and policies is incorporated into this Agreement by this reference and is posted at:
<http://www.mphasis.com/CorporateGovernance.html> .

7.4 Insider Trading In case of any access/likely access to Unpublished Price Sensitive Information (UPSI) in relation to the Company and/or its subsidiaries, directly or indirectly, during the term of the engagement with the Company or after termination of the engagement, ensure the following during the subsistence of the engagement and six (6) months after the termination of the engagement:

- (a) Vendor and its employees shall not trade in the securities of the Company or counsel any other person, directly or indirectly, for trading in securities of the Company;
- (b) Vendor and its employees shall comply with Mphasis Code of Conduct for Prevention of Insider Trading (Hereinafter "Mphasis Code") Policy for Fair Disclosure of UPSI and SEBI (Prohibition of Insider Trading) Regulations, 2015 & its amends. The Vendor hereby acknowledges that the Vendor has read and understood the Mphasis Code and Policy for Fair Disclosures as uploaded on the website of the Company at [www.mphasis.com](http://www.mphasis.com/CorporateGovernance.html) and <http://www.mphasis.com/CorporateGovernance.html>

in addition to the above, the Vendor should comply with the provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time (hereinafter referred to as SEBI PIT Regulations). The Vendor shall ensure that the Board of Directors of the Vendor (or head of the Vendor's organization, in case the Vendor is not a Company) formulates a code of conduct to regulate, monitor, report trading in the shares of the Company by the Vendors Designated Persons and Immediate Relatives of such Designated Persons by adopting standards set out in Schedule "C" to the SEBI PIT Regulations.

The Vendor acknowledges and agrees to have read and understood the notice of confidentiality uploaded at <https://www.mphasis.com/content/dam/mphasis-com/global/en/investors/governance/policies/Confidentiality-Notice-To-Covered-Persons.pdf> and the obligations associated thereto (including the obligations for Vendor, Employees, Insiders and their relatives as applicable as per the SEBI PIT Regulations) in case of receipt or likely receipt or possession of any Unpublished Price Sensitive Information about the Company and agrees to be in compliant with the requirements at all times, as applicable.

7.5 Human Rights Mphasis has zero tolerance for slavery and human trafficking. You must ensure that child labor, forced labor, verbal or any other form of harassment and physical punishment are not permitted in any of your related business with Mphasis or that of your supply chain. You must not engage in any activities that would jeopardize safety or security.

7.6 Code of Conduct The vendor is aware of and understands that all the directors, officers and employees of the Company are expected to observe the highest standards of business and ethics in the conduct and performance of duties and responsibilities. In order to ensure this, the Company has in force several policies that are applicable to all its employees, agents, representatives, and service providers, vendors etc., such as the Code of Conduct, the Whistleblower Policy, & the Policy for the Prevention of Sexual Harassment. As per the said policies, persons who have witnessed / observed / become aware of violations can and / or are expected to report such violations as per the procedure specified in the said policies which are available and accessible on www.Mphasis.com

8) Liability and Insurance

8.1 Limitation of Liability To the extent permitted by local law, in no event will Mphasis or its affiliates be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. In no event shall Mphasis's liability to Vendor exceed the total amount of fees actually paid by Mphasis to Vendor hereunder.

8.2 Risk of Loss/insurance The Company does not assume risk of loss of goods until delivery and acknowledged by an authorized representative of the Company in the specified premises location. The vendor shall maintain adequate products liability insurance and other applicable insurance coverage for all goods.

9) Confidentiality

9.1 All information of any nature or kind which the Vendor has access to, pursuant to this PO shall be treated as proprietary to the Company and as confidential by the Vendor during and after the term of this PO, whether or not such information is designated as being confidential or not. The Vendor undertakes covenants and agrees with the Company that, it shall not disclose any Confidential Information which is owned by the Company to any person nor use the same for any purpose. The Vendor shall execute all requisite confidentiality undertaking in the form and manner acceptable to the Company. The Company shall, in the event of breach by the Vendor, be entitled to seek injunctive relief against the Vendor besides being entitled to claim liquidated damages from the Vendor.

10) Warranty and Covenants

10.1 The Vendor hereby represents and warrants to the Company that it shall provide the Services under this PO in an efficient, timely and expedient manner. The

vendor hereby represents and warrants to the Company that there shall be no restrictions, hindrances or encumbrances of any nature, which in any manner restricts the performance of the Vendor's obligations under this PO.

10.2 Vendor represents and warrants that in connection with or in the performance of the obligations under this PO neither the Vendor nor any of its directors, officers, employees, agents or other representatives shall either directly or indirectly make or attempt to make any payment, offer for payment, or offer or promise to make any payment or take or attempt to take or agree to take in currency, property or anything else of value including any commission, payments, share in profits or commission, loans, services to any Government official, third person, customer or potential customer or previous customer, firm, entity, individual, organization of Mphasis or any third Party in seeking or for making a favor in the course of conduct of business, either in violation of Mphasis's Business Ethics or Integrity Policy or any Statute or Regulation in any country of the world which has the objective of prevention of corruption of any nature whatsoever.

11) Termination

11.1 Cancellation. The Company may cancel any part of this PO for its convenience at any time without any liability on its part, prior to acceptance by the vendor.

11.2 Consequences of Termination:

- In the event of breach / termination of this PO by the Vendor, any Confidential Information that the Vendor has knowledge of shall forthwith be returned to the Company or destroyed by the Vendor.
- The Vendor shall forthwith cease to use any Confidential Information and shall exercise all such endeavors so as to ensure that the Vendor is in no manner related to the Company by the public.
- All obligations of the Vendor, which by their very nature survive the termination of this PO, shall continue to exist and be binding upon the Parties after the expiry or termination of the PO with the same force and to the same extent, as they would be during the currency of this PO.
- Without prejudice to the foregoing, the termination of this PO pursuant to any of the provisions contained hereinabove shall not limit or otherwise affect any other remedy (including a claim for damages) which the Company may have arising out of the event which gave rise to the right of termination.

12) General Clauses

12.1 Indemnification. The Vendor will indemnify the Company against all costs and damages it may incur as a result of breach of any of the terms and conditions in this PO.

12.2 Intellectual Property

a. The Vendor hereby agrees and undertakes that it will not use or incorporate intellectual property of any third party in the goods / services provided to the Company without their prior written authorization & consent. The vendor will indemnify and defend the Company against any claim that may be made against the Company or its customers / clients for infringement or misappropriation of the intellectual property of any third party. The Vendor hereby agrees and undertakes to that it will pay all

damages and costs and expenses that maybe awarded against us or incurred by the Company in any such claims that maybe made against the Company and or its customers / clients. If the use of any particular goods are enjoined, the Vendor shall at its own expense, with the prior written approval/ consent of the Company, procure the right to continue using the said goods / replace the goods with a non-infringing equivalent and / or remove the goods in question and refund the purchase price and all other costs / expenses that may have been incurred by the Company in respect thereof. The Vendor agrees that any proprietary rights whatsoever, including but not limited to, patents, copyright and design rights of all work exposed to the Vendor during or as a consequence of the Vendor's provision of Services to the Company, whether alone or in conjunction with others and whether during normal working hours or not, including but not limited to any invention, design, discovery or improvement, computer program, documentation, confidential information, copyright work or other material belongs to the Company absolutely.

b. Everything provided or paid for under this PO, and any technology developed for the Company in connection with this PO including any associated intellectual property rights, is the Company's property. Accordingly, the Vendor hereby assigns and agrees to assign to the Company, and to cause all employees to assign to the Company, in each case without additional compensation, of all such technology and associated intellectual property rights. The Vendor shall ensure that any information disclosed by the Company under and in the course of providing goods / services under the PO is kept confidential to the extent it is not otherwise publicly available. The Vendor hereby agrees and consents to execute such confidentiality agreements as maybe required by the Company and further agrees not to use such information for any purpose other than for the provision of goods / services under the PO. On the request of the Company, the vendor shall forthwith return all items / goods of the Company, in the same condition as originally received by the Vendor, reasonable wear and tear accepted. In any event there shall not be a delay of more than 30 days in return of the said goods by the Vendor.

12.3 Publicity The Vendor shall not (a) issue any press release, (b) use any of the Company's products, logo, photographs, name etc. in any promotional activity, or (c) otherwise publicly announce or comment on this PO, without the prior written consent of the Company.

12.4 Force Majeure: Any delays in or failure of performance by the Company under this PO shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the control of the Company, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, sabotage and non-cooperation of third parties.

12.5 Entire Agreement: In the absence of any other agreement between the parties, this PO shall constitute the entire agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This PO may not be amended or modified in any respect except by written instrument signed by the Parties hereto. Subsequent schedules or addendums can be added on mutual agreement and will be considered as whole part of this PO. If there is any conflict between the terms of the agreement and this PO, the terms as agreed under the agreement shall prevail only to the extent of such conflicting terms.

12.6 Assignment : The Vendor may not assign its rights or delegate its duties under this PO either in whole or in part to any third party. Any attempted assignment or delegation without the consent of the Company will be null and void.

12.7 Notices : Any notices under this PO will be sent by certified or registered mail to the respective address of Parties as contained in this PO. Such notice will be effective upon its mailing as specified.

12.8 Publicatio : The Vendor hereby expressly agrees that it will keep the existence and nature of this PO confidential and any announcement or circular relating to the existence or the subject matter of this PO shall first be approved by the Company as to its content, form and manner of publication.

12.9 Audit

a. Vendor will maintain suitably detailed records as may be necessary to adequately reflect Vendor's compliance with the terms of this Purchase Order. Vendor will permit Mphasis's auditors to have access at all reasonable times to Vendor's books and other pertinent records and Vendor will require each of its sub-tier suppliers to do likewise with respect to their books and records. Vendor and each sub tier supplier will also furnish other information as may be needed by Mphasis representatives in auditing compliance.

b. Mphasis may perform audits up to two years following completion of this Purchase Order. If, as a result of an audit, any invoice submitted by Vendor is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Vendor or Mphasis, as the case may be. Vendor will promptly correct any other Vendor deficiencies discovered as a result of the audit.

12.10 Waiver: It is expressly understood that if either Party in any occasion fails to perform any term of this PO or the other Party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

12.11 Severability: Each section of this PO is severable. If a court of competent jurisdiction holds any provision unenforceable, such ruling shall not impair any other provision that remains intelligible and all other provisions shall continue in effect.

13) Applicable law and Forum

13.1 If Mphasis Legal entity formed in India ?The PO shall be construed in accordance with the laws prevailing in India. Any claim or controversy arising out of or relating to this PO, or the making or performing or interpreting of it, shall be settled by Arbitration and the proceedings shall be held according to the Indian Arbitration and Conciliation Act, 1996 and the venue shall be at Bangalore, Karnataka, India. Mphasis, may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction any interim or provisional relief that Mphasis deems necessary to protect its Confidential Information or proprietary rights, and its rights under Sections 9 and 12.2, pending the establishment of the arbitral panel or the arbitral panel's determination of the merits of the claim. The Courts at Bangalore shall have exclusive jurisdiction on any and all disputes which may arise under the terms of this Agreement.

13.2 If Mphasis Legal entity formed in United States ?The PO shall be construed in accordance with the laws prevailing in New York. Any claim or controversy arising out of or relating to this PO, or the making or performing or interpreting of it, shall be settled by Arbitration and the proceedings shall be held according to the American Arbitration Association (AAA) and the venue shall be at New York, US. Mphasis, may, without waiving any remedy under this PO, seek from any court of competent jurisdiction any interim or provisional relief that Mphasis deems necessary to protect its Confidential Information or proprietary rights, pending the establishment of the arbitral panel or the arbitral panel's determination of the merits of the claim. The Courts at New York shall have exclusive jurisdiction on any and all disputes which may arise under the terms of this PO.

13.3 If Mphasis Legal entity formed in United Kingdom - The PO shall be construed in accordance with the English Laws. Any claim or controversy arising out of or relating to this PO, or the making or performing or interpreting of it, shall be settled by Arbitration and the proceedings shall be held according to The London Court of International Arbitration (LCIA) and the venue shall be at London. Mphasis, may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction any interim or provisional relief that Mphasis deems necessary to protect its Confidential Information or proprietary rights, pending the establishment of the arbitral panel or the arbitral panel's determination of the merits of the claim. The Courts at London, UK shall have exclusive jurisdiction on any and all disputes which

may arise under the terms of this PO

END OF PO