

**Terms and Conditions for Product(s) and Service(s)**  
**(Applicable only to Purchase Order with Verizon Data Services India Private Limited)**

**1. Interpretation**

Capitalized terms and titles herein have the meanings stated in the Purchase Order ("PO") attached. "Verizon" means Verizon Data Services India Pvt. Ltd. "Supplier" means the Party as stated on the PO cover sheet who shall provide Product(s) and/or Service(s) to Verizon. "Party" means each of Verizon and Supplier, and "Parties" means Verizon and Supplier. If a Supplier's quote is referenced, it is solely referenced for description of scope and pricing only. Any additional terms and conditions on such quote shall not apply.

**2. PO Review and Acceptance**

The PO is Verizon's offer to purchase, from Supplier, the Product(s) or Service(s), as the case may be, specified in the PO. Supplier shall acknowledge PO's receipt within two (2) business days by a written communication to Verizon, failing which Supplier shall be deemed to have accepted the PO as issued. Supplier's acknowledgement of the PO, delivery of Products, acceptance of payment or commencement of performance shall represent Supplier's agreement and acceptance of the terms and conditions hereof.

**3. Product(s) Provisions**

- (a) **Packing:** Supplier shall at its expense package, mark and prepare the Product(s) for transport to ensure that the Product(s) will be free from any damage on arrival or loss in transit. Each package shall contain a packing note/delivery challan, the PO No., date and showing the contents in detail.
- (b) **Delivery, Title and Risk of Loss:** Supplier shall deliver, at its own expense, all Product(s) or units thereof ordered hereunder Delivery Duty Paid ("DDP") as per Incoterms 2010 unless agreed otherwise in the PO, at the times, and in the manner specified on the face of the PO. Verizon shall be entitled to alter such delivery instructions in writing. Title and risk of loss for the Product(s) shall pass to Verizon as per the agreed Incoterms mentioned in the respective PO.
- (c) **Dispatch Receipt:** Supplier shall be responsible for preparing or securing all receipts, bills of lading/bill of entry and other documentation verifying Product(s) shipped. Supplier shall not book any shipment on a "said to contain basis" and shall be solely responsible for any violation of this provision. Verizon shall not take any responsibility for short deliveries or wrong supply of Product(s) when booked on a "said to contain basis".
- (d) **Documentation:** Supplier shall provide all necessary documentation/invoices as may be required by Verizon from time to time, in order to comply with all applicable laws, rules or regulations. All shipping documents, invoices which include Product details, fees, discounts, taxes and any other charges, packing lists, waybills, etc., shall clearly indicate the PO No. and Supplier shall not allow any liens to be placed on the Product(s). Invoices shall be manually signed.
- (e) **Product Inspection:** Verizon may test and inspect the Product(s) at any time prior to delivery. Supplier shall permit Verizon access at all reasonable times, including during the time of manufacture, and Supplier shall provide, at no cost to Verizon, all tools, facilities and assistance necessary for inspection. Alternatively, Verizon may inspect the Product(s) during the thirty (30) day period following its receipt of the Product(s). If the Product(s) do not conform to PO requirements or their own specifications, Verizon, in addition to any other rights and remedies it may have, may reject them in full or in part, and, any payments which Verizon has made shall be reimbursed immediately. Verizon may conduct such inspection through its own employees or through qualified third parties. Inspection of the Product(s) by Verizon shall not constitute a waiver by Verizon of any Supplier obligations hereunder.
- (f) **Disposition of Rejected Product(s):** Supplier shall replace rejected Product(s) within a time specified by Verizon. Supplier shall bear the cost of freight for such replacement without being entitled to any extra payment. If the replaced Product(s) also are not satisfactory and are rejected by Verizon, Verizon shall be entitled to all remedies available to it under the PO. Supplier shall indemnify Verizon against any costs, expenses or other liability incurred by Verizon as a result of the Product(s) not conforming with PO requirements. Supplier shall remove any rejected Product(s) within the time specified by Verizon in Verizon's rejection notice, at Supplier's expense, failing which Supplier shall be liable to pay storage charges at one percent (1%) per each day of delay on the invoice value of the Product(s). If the Product(s) are not removed within fifteen (15) calendar days, Verizon shall be authorized to re-sell them at Supplier's risk and responsibility and the proceeds shall be applied to any storage charges.
- (g) **Short-Shipment/ Back Order:** Supplier shall indicate details of items short shipped/ back ordered and their cost, prior to delivery. Any additional freight charges paid or payable due to inexact freight measurement or any costs paid or payable due to any mis-shipment to Verizon shall be borne by Supplier. Supplier agrees to reimburse Verizon for any additional costs incurred thereby.
- (h) **Default on Delivery Schedule:** Should Supplier delay Product delivery or short ship any Product(s), Verizon at its sole discretion:
  - (i) shall be entitled to a reduction in the price by five percent (5%) for every units of Product(s) not delivered on time or short-shipped, provided that such Product(s) are delivered within three (3) calendar days of the originally scheduled date; or
  - (ii) may, without terminating the PO, purchase the undelivered Product(s) or products similar thereto from other sources, without notice to Supplier and on the account and at the risk of Supplier, whereupon Supplier shall immediately refund any sums already paid by Verizon towards such Product(s) or
  - (iii) may terminate the PO. If the price of such alternative products is higher than that charged by Supplier, Supplier shall remit the difference to Verizon within thirty (30) calendar days of Verizon's notice to Supplier of such price difference. The foregoing provisions are without prejudice to Verizon's right to terminate the PO under any other clause hereof, or to Verizon's right to be indemnified by Supplier with respect to any costs/expenses, liabilities, claims, suits, actions, demands and judgments arising on account of the Product(s) not conforming with PO requirements.
- (i) **Installation & Support:** Supplier shall extend full support in installation of the Product(s) ordered hereunder, and, if applicable, without any additional charges to the price. The installation schedule, if any, shall be separately agreed by the Parties in writing and shall be subject to all applicable provisions of these terms and conditions.
- (j) **Toxic/ Hazardous Product:** If the Product(s) is/are toxic or hazardous as defined under applicable law, Supplier shall comply with all laws and regulations governing their use, storage, transport, handling, and custody. Supplier shall be solely responsible for any non-compliance thereof and shall defend, indemnify and hold Verizon harmless from and against all damages and liabilities arising from Supplier's non-compliance with this clause 3.

**4. Service(s) Provisions**

Supplier shall ensure that the Service(s) shall be performed workmanlike, diligently, efficiently, skillfully, to the best of Supplier's ability and at the highest professional standards in the field, to Verizon's satisfaction unless Verizon specifically authorizes deviation therefrom in the PO or through an explicit writing document. Verizon may reject all or any part of the Service(s) which do not conform to such quality and standards. Verizon reserves the right to recommend changes, implemented at Supplier's cost, to any services offered by Supplier which do not meet Verizon's requirements.

**5. Representations & Warranties**

- 5.1 Supplier represents and warrants that:
- (a) Supplier has full power and authority and requisite knowledge, qualifications, resources and expertise to enter into and perform the PO and has full title and the right to sell the Product(s) and/or render the Service(s) to Verizon, and shall on Verizon's request confirm the same with such documentation as Verizon may specify;
  - (b) there are no actions, suits, or proceedings, pending or threatened, which will have a material adverse effect on Supplier's ability to fulfill its obligations under the PO;
  - (c) if Supplier brings on to Verizon premises any material legally defined as toxic or hazardous, it shall comply with all legal obligations for the use, transport, handling, etc. thereof and shall be solely responsible for any non-compliance;
  - (d) Supplier shall maintain accurate books, records, data and information pertaining generally to its performance and obligations under the PO;
  - (e) Supplier shall conform to all Product and/or Service requirements and specifications as agreed between the Parties;
  - (f) Supplier has not and shall assume no obligation to any third party which may conflict with or prejudice Verizon's interests under the PO;
  - (g) software or hardware furnished contains no routines, codes, or other components designed to disrupt, disable, erase or permit unauthorized access to Verizon data or systems, or that otherwise impedes the Product(s) and/or Service(s), whether based on lapse of time or other triggering event, nor does the software or hardware include or implements worms, Trojan horses, viruses or other harmful code;
  - (h) Supplier has not infringed any third party intellectual property rights and its provision of the Product(s) or rendition of Service(s) to Verizon and Verizon's use thereof shall not infringe any intellectual property right of Verizon or any third party;
  - (i) Supplier shall comply with all applicable laws, rules and regulations with regard to Supplier's performance under the PO; and
  - (j) Supplier shall use systems/techniques/tools of the highest quality permitted under applicable law, unencumbered and available for uninterrupted use;
- 5.2 In addition to the representations and warranties provided in clause 5.1 above, Supplier represents and warrants that:
- (a) Product(s) shall be free from defects in workmanship, material and design for a minimum period of two (2) years following acceptance by Verizon. However, Product(s) warranty may be applicable based on the warranty period provided by Original Manufacturer Equipment (OEM);
  - (b) Product(s) are and shall be free of all liens or other encumbrances; Supplier shall on Verizon request confirm the same with such documentation as Verizon may specify;
  - (c) Product(s) (including packaging, containers, etc.) shall be new, of good quality, merchantable, fit and sufficient for its/their intended uses, and shall comply with its/their description and specifications, with no substitutions made; and
  - (d) Product(s) provided to Verizon hereunder shall be tested prior to delivery to ensure they are in compliance with the specifications provided by Verizon;
- 5.3 In the event Product(s) are defective, Verizon may reject the Product(s) and return them to Supplier, at Supplier's expense, for credit or replacement, at Verizon's sole discretion.
- 5.4 In addition to the representations and warranties provided in clause 5.1 and 5.2 above, Supplier represents and warrants that:
- (a) Service(s) shall be performed workmanlike, diligently, efficiently and skillfully, to the best of Supplier's ability and at the highest professional standards in the field, to Verizon's satisfaction, with any interruption of Service being deemed a breach of this= PO; and
  - (b) time is of the essence for the Service(s) and the Service(s) shall be rendered in a timely manner.
- 5.5 No remedies available to Verizon for breach of the foregoing warranties may be limited except as Verizon separately agrees in writing signed by an authorized Verizon representative. These warranties are in addition to those implied in fact or in law.
- 6. Financial Provisions**
- Payment shall be made only for Product(s) and/or Service(s) actually delivered/performed, accepted and for undisputed amounts due and payable by Verizon. Verizon shall be liable for no other amounts, including but not limited to any claims or demands by the Supplier or any Supplier employees or personnel. All payments are subject to approval by the Verizon department that receives the Product(s) and/or Service(s). Fees shall include all separately stated incidental costs, taxes, levies, duties, and other public imposts. All payments by Verizon will be subject to deduction of tax at source as applicable. Verizon reserves the right to withhold payment for Supplier's non-performance, non-fulfillment and non-compliance with the terms of the PO. Supplier shall not render invoices until the day following the date of acceptance of the Products, and with respect to Services, only after all obligations of Supplier have been performed to Verizon's satisfaction and accepted. Payment for Product(s) or Service(s) shall be due sixty (60) days from date of receipt of an undisputed invoice unless otherwise stated in the PO. Verizon may, at any time, set off against such invoices such amounts as may otherwise be owed by Verizon or any of its affiliated companies to Supplier. Price will be Supplier's lowest prevailing market price unless price is otherwise stated in the PO.
- 7. Taxes**
- 7.1 Taxes on Product(s) and/or Service(s)**
- 7.1.1 All prices are exclusive of all applicable taxes and levies, if any. Supplier shall issue invoice levying the applicable taxes and cess under GST Legislation (defined in sub-clause 7.10 below). Verizon shall pay to the Supplier all applicable taxes levied under the relevant GST Legislation which are directly and solely attributable to Verizon's purchases of Product(s) and/or receipt of Service(s) from Supplier under the PO (each a "Tax"). Supplier's invoices shall include the amount and type of each applicable Taxes as a separate line item. The Supplier shall, remit such taxes to the appropriate statutory authorities and file the relevant statutory returns within the prescribed statutory timelines.
- 7.1.2 Supplier shall not invoice Verizon any Tax for which Verizon provides Supplier with (i) a valid tax exemption certificate or (ii) any other documents evidencing that such Tax does not apply to Verizon.
- 7.1.3 Supplier shall be exclusively liable for any taxes, penalties or interest charges payable to the appropriate statutory authorities, if any, that may arise at a later date, which has arisen on account of Supplier's negligence or non-compliance or interpretation of the provisions of the GST Legislation.

- 7.2 **Withholding taxes:** Verizon and Supplier agree that all payments will be subject to withholding taxes as per the provisions of the Indian Income Tax Act, 1961 and also as per the provisions of GST Legislation, as amended from time to time. Verizon shall provide withholding tax certificates to Supplier as per the provisions of the Income Tax Act, 1961 and GST Legislation as the case may be.
- 7.3 **Minimization of Taxes**
- 7.3.1 The Parties shall cooperate in good faith with each other to minimize tax liability to the extent legally permissible. Each Party shall provide and make available to the other any tax exemption certificates, or any other relevant documents, certificates or information reasonably requested by the other Party.
- 7.3.2 Supplier shall provide necessary documentation as required by relevant statutes to support any tax refund claims filed by Verizon with the Indian revenue authorities. Supplier shall cooperate fully with Verizon by providing necessary documents and explanations in the event of any tax audit or other tax-related proceedings against Verizon.
- 7.4 **Tax Disputes:** The Supplier shall be exclusively liable for any taxes, penalties or interest demanded directly by the tax authorities as part of any audits, assessments, scrutiny, etc. or payable to the tax authorities at a later date on account of the Supplier's negligence or noncompliance or interpretation of the provisions of the GST Legislation and it cannot recover such taxes, penalties or interest from Verizon. Supplier shall be responsible for charging the correct Tax to Verizon and shall be liable and bear all liabilities relating to incorrect charging of Taxes to Verizon.
- 7.5 **Reconciliation of Tax Payments and Matching Concept**
- 7.5.1 Under GST Legislation, input credits will be available to Verizon based on matching concept between Verizon and Supplier on a transactional / invoice basis. Supplier hereby agrees that all payments due to Supplier by Verizon shall be linked to proper discharge of tax liability by the Supplier within statutory time limits. In the event of failure or non-compliance by Supplier for any reason whatsoever and/or credit not being made available to Verizon, Verizon shall not release any future payment to the Supplier and the same shall be kept on hold till such discrepancy is resolved by Supplier. Such holding of payments by Verizon shall not be considered as a breach of Verizon's obligations under the PO. Supplier shall be eligible for receipt of invoice value in accordance with agreed terms only after appropriate Tax is credited to the Government account and appropriate compliances have been complied with pertaining to its previous transactions in connection with Verizon.
- 7.5.2 In case of any disputes due to non-matching of Tax credit, which is communicated to Supplier through appropriate Forms, the same shall be reconciled by the Supplier as per provisions of GST Legislation, failing which Verizon shall not pay the invoice amount or hold back the payments due for invoices issued subsequent to the communication of such discrepancies.
- 7.6 **Place of Supply, Certain Particulars and Formats pertaining to Invoices, Debit notes and Credit notes**
- 7.6.1 The Supplier's invoice shall comply with the Place of Supply provisions as per the GST Legislation. If Supplier requires clarifications to ascertain the Place of Supply, it shall be the obligation of the Supplier to obtain necessary information from Verizon to arrive at the Place of Supply.
- 7.6.2 The Supplier shall issue tax invoices, debit notes and credit notes mentioning the specified details as per the provisions and within the time limits prescribed under GST Legislation. Any adjustments and revision to tax invoices, debit notes and credit notes shall also be made and issued as per the provisions and time limits prescribed under the GST Legislation.
- 7.6.3 Where the supply of Product(s) and/or Service(s) are liable to GST under reverse charge mechanism, then the Supplier should clearly mention on the face of the invoice the category under which it has been registered and also state "the liability of payment of GST is on the Recipient of Service".
- 7.6.4 In case of any advance payment being made to the Supplier, the Supplier undertakes to raise the receipt voucher as required under the GST Legislation.
- 7.7 **Penal Clause:** In case any GST credit, refund or other benefit is denied or delayed to Verizon due to any non-compliance by the Supplier, including but not limited to, failure to upload details of supply on GSTN portal, or failure to pay tax to the Government, or non-furnishing or furnishing of incorrect or incomplete returns/documents/details/information; Verizon shall have the right to deduct the appropriate amount of loss incurred by Verizon (including but not limited to, tax loss, interest and penalty) from any payments due to the Supplier. In a situation where there is no payment due by Verizon to the Supplier, the Supplier shall immediately reimburse Verizon any loss incurred by Verizon.
- 7.8 **Anti-profiteering:** Supplier shall pass on any benefits which are mandatorily to be passed on to Verizon as per the anti-profiteering provisions of GST Legislation.
- 7.9 **GST Compliance**
- 7.9.1 Supplier agrees to comply with all the relevant and applicable provisions of GST Legislation and also agrees to ensure that Verizon does not lose any benefits and privileges available under the GST Legislation on account of Supplier's non-compliance or negligence or interpretation of the provisions in the GST Legislation.
- 7.9.2 If at any point of time the Supplier is reported as a blacklisted dealer as per GSTN compliance rating system, Verizon shall have the right to terminate the PO or any other legal document executed between Verizon and Supplier. Any such termination shall be considered as a termination for cause due to Supplier's non-compliance with applicable laws. Verizon may make payments to the Supplier, for any amount due and payable by Verizon, subject to Supplier addressing all the pending discrepancies notified under GST legislation, relating to payment of taxes and filing of the necessary statutory returns in relation to transactions entered with Verizon.
- 7.10 **GST Legislation:** For the purpose of the PO, GST Legislation shall mean indirect taxes including but not limited to taxes under the Central Goods and Services Tax Act, 2017, the Integrated Goods and Services Tax Act, 2017, the respective State Goods and Services Tax Act, 2017 and the Goods and Services Tax (Compensation to States) Act, 2017, Rules, Notifications and Circulars including amendments made from time to time.
8. **Facility Rules Compliance**  
Supplier shall comply with all laws, rules and regulations applicable to any Verizon premises/facility where Product(s) is/are delivered or installed and/or where Service(s) are performed/rendered. Supplier's employees or personnel acting on behalf of the Supplier, while on Verizon premises, shall comply with all Verizon policies, procedures, facility rules, regulations, and premises owner's standards for security. At Verizon's request, Supplier shall remove any person furnished by Supplier who, in Verizon's opinion, is incapable, uncooperative or otherwise unacceptable in the delivery of Product(s) and/or rendition of Service(s) to Verizon.
9. **Documentation**  
Supplier shall provide all documentation Verizon requires in order to comply with any laws, rules or regulations applicable to the Product(s) and/or Service(s) and Verizon's receipt thereof. Any such documents shall indicate the PO number and describe in detail the Product(s) and/or Service(s), fees, discounts, taxes and other charges, if any, as may be required by the PO.
10. **Indemnification**

Supplier shall, and shall bind its subcontractors to, indemnify, defend and hold harmless Verizon, its parents, subsidiaries and affiliates, and their respective directors, officers, partners, employees, agents, successors and assigns from and against any claims, damages, demands, lawsuits, liabilities, loss, costs or expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind arising from or relating to:

- (a) any breach of Supplier's obligations hereunder;
- (b) any damage or liability to Verizon arising from Supplier's acts or omissions;
- (c) any claims or demands made by any Supplier's employees of and/or personnel engaged by Supplier to provide Product(s) and/or Service(s) under the PO;
- (d) any actual, alleged or threatened third party claims relating to (i) any Product(s) (or the use or sale thereof) and /or any Service(s) (or the use thereof) infringing, misappropriating or violating any third party's patent, copyright, trade secret, mask work, trademark, trademark rights or any other intellectual proprietary right; or (ii) product liability in any way relating to the Product(s);
- (e) death, personal injury, or property damage, including theft, resulting in whole or in part from the acts or omissions of Supplier or persons furnished by Supplier;
- (f) Supplier's failure to comply with any legal, statutory or regulatory obligation governing Supplier or its personnel, including those governing disclosures, instructions or warnings related to Product(s) and/or Service(s); and
- (g) any breach by Supplier or anyone under its control with respect to clause 5 (Representations & Warranties), clause 11 (Confidentiality & Intellectual Property), clause 17 (Compliance with Laws) of the PO.

**11. Confidentiality & Intellectual Property**

- 11.1 Neither Party shall distribute copies of the PO or disclose its terms to any third party without the other Party's prior written consent; provided, however, that Verizon may without Supplier consent provide copies and make disclosures to prospective clients/customers, Verizon affiliates or any government body requesting such information. Supplier shall not publish or reference, directly or indirectly, Verizon or any affiliate thereof in any advertising, sales promotions, press releases, or publicity matters without Verizon's prior written approval.
- 11.2 Nothing in the PO gives Supplier any authority to use any Verizon patents, trademarks, copyrights, domain names, trade names, logos, or other intellectual property except with Verizon's prior written consent. No license, express or implied, under any intellectual property right of Verizon is granted to Supplier by the PO.
- 11.3 Supplier agrees that it will keep confidential and will not disclose to any third party without Verizon's prior written consent, or use for any purpose, any business plans, network architecture and equipment, designs, drawings, engineering data or other technical, financial, planning or proprietary information that either: (a) is furnished by Verizon; (b) with which Supplier comes into contact; or (c) is or shall become the property of Verizon under the PO. Upon the expiration/termination of the PO, or sooner if requested by Verizon, Supplier shall return all the foregoing to Verizon or make such other disposition thereof as directed by Verizon. There is no obligation on the part of Verizon to treat Supplier's information as other than public and non-proprietary, unless otherwise specifically agreed upon in writing by Verizon.
- 11.4 Verizon is the sole and exclusive owner of all Deliverables, except for intellectual property that arose outside the scope of the PO and that is included in Deliverables or that is necessary for the use of the Deliverables. Supplier irrevocably assigns and transfers to Verizon all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights. "Deliverables" means the Products and/or Services specified in the PO. Supplier grants to Verizon a nonexclusive, worldwide, royalty free, irrevocable, perpetual, transferable, sublicensable license to any Intellectual Property Rights in the Deliverables that arose outside the scope of the PO to the extent necessary for Verizon to exercise its rights in the Product(s) and/or Service(s) as reasonably contemplated by the PO. Supplier grants to Verizon (including its affiliates) all rights and licenses necessary to use, transfer, pass-through, or sell the Product(s) and/or Service(s) set forth in the PO and to exercise the rights granted under the PO. Without limitation of other rights and remedies set forth in the PO or otherwise available at law or equity and Supplier's obligation to indemnify Verizon as set forth in clause 10(d) above, if a claim of infringement is made, Supplier will, at its own expense and Verizon's option, exercise the following remedies: (i) obtain for Verizon the rights granted under the PO; (ii) modify the Products or Services so they are non-infringing and in compliance with the PO; (iii) replace the Products or Services with non-infringing ones that comply with the PO; or (iv) if none of the foregoing remedies are possible, accept the return of infringing Products and the cancellation of infringing Services and refund any amount paid.

**12. Trademarks and Trade Names**

Except as specifically stated herein, nothing in the PO grants any authority for one Party to use the name, trademarks, service marks or trade names of the other Party for any purpose whatsoever. A Party, its affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, except as otherwise stated in the PO, unless the other Party has given its written consent for such use, which consent such other Party may grant or withhold in its sole and absolute discretion.

**13. LIABILITY**

IN NO EVENT SHALL VERIZON BE LIABLE TO SUPPLIER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THE PO OR THE PERFORMANCE OR BREACH THEREOF. VERIZON'S COLLECTIVE, SOLE AND EXCLUSIVE LIABILITY, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PO, WHETHER IN CONTRACT, TORT, FOR BREACH OF STATUTORY DUTY OR OTHERWISE SHALL BE LIMITED TO THE AMOUNT OF INR 10,000.00 (INDIAN RUPEES TEN THOUSAND ONLY) DURING THE TERM OF THE PO. THIS CLAUSE APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

**14. Term**

The PO shall be valid for one (1) year (the "Term") from the date of the PO.

**15. Termination**

Verizon may terminate the PO in whole or in part by giving seven (7) calendar days advance written notice to the Supplier for (i) Verizon's convenience; (ii) Supplier's non-performance or delayed performance under the PO; or (iii) Supplier's breach of any material terms of the PO.

**16. Effects of Termination**

- 16.1 Immediately after Verizon's notice of termination becomes effective, Supplier shall, at Supplier's costs and expense,

- (i) stop procuring, producing and delivering Product(s) ordered and rendering Service(s) whose delivery is outstanding on the date termination takes effect, except to the extent of and without prejudice to any non-terminated portion of the PO, without cost or consequence to Verizon,
  - (ii) if Verizon so instructs, immediately remove previously delivered Product(s) from Verizon's specified premises,
  - (iii) promptly refund all sums already paid by Verizon up to the date of termination for Product(s) and Service(s) whose delivery is outstanding as of the effective date of termination and/or which have been removed by Supplier from Verizon's premises as specified above,
  - (iv) continue and conclude the performance of any remaining obligations hereunder with respect to non-terminated portion(s) of the PO, and
  - (v) return to Verizon all data, information and material received from Verizon until the time of the termination, without retaining any copies of the same.
- 16.2 Except as otherwise provided in sub clause 16.1, Verizon shall have no liability for termination if (i) the PO is terminated in its entirety; (ii) the PO is terminated due to force majeure. Subject to clause 17 (Compliance with Laws), Verizon's liability for termination shall be limited to the Fee for the Product(s) already delivered and/or Service(s) already performed and accepted by Verizon if the PO is terminated in whole or part due to a force majeure event. In no event shall, such payments exceed the aggregate fees specified in the PO.
- 16.3 If termination is for cause, Supplier shall be liable to Verizon for all costs and expenses Verizon incurs in procuring alternative or substitute products and/or services through another supplier.
- 17. Compliance with Laws**
- 17.1 Supplier and its subcontractors shall comply with all applicable laws and regulations, in their performance of the PO and shall procure any required permits or certificates necessary to perform its obligations under the PO. Supplier shall be responsible for compliance with all laws, rules and regulations involving Supplier's employees, contractors or agents, including (but not limited to) employment of labor, hours of labor, health and safety, environmental regulations, working conditions and wages. Supplier shall comply with all laws, rules and regulations applicable to any Verizon premises/facility where Products are delivered and/or installed or Services are performed.
- 17.2 Compliance with Anti-corruption Laws**
- 17.2.1 Supplier hereby agrees that neither it, nor any of its directors, shareholders, officers, employees, agents, subcontractors or other third parties delivering Product(s) and/or rendering Service(s) for or on behalf of Supplier will make or has made or offered, or caused to be made or offered, any bribe or other payment, loan, commission, gift of money, inducement or anything of value or other advantage, directly or indirectly to:
- (a) any official or employee of any government, or any agency or instrumentality thereof (including public enterprises or state owned businesses);
  - (b) any political party or official thereof or any candidate for political office;
  - (c) any individual who holds any legislative, administrative or judicial position, exercises a public function, or is an official or agent of a public international organization;
  - (d) any other person at the suggestion, request, direction of or for the benefit of any person described in clause (a), (b), (c); or
  - (e) any person, company, partnership or legal entity, to influence a decision or to gain any advantage for Verizon (or its directors, employees or agents, or affiliates), or Supplier, or its directors, employees or agents or their affiliates or other third parties delivering goods and/or performing services for or on behalf of the Supplier, in connection with any transaction relating to the PO that could result in a violation of any applicable corrupt practices law or regulation, order, decree or directive having the force of law and relating to bribery, kick-backs, or similar business practices.
- 17.2.2 In delivering Product(s) and/or rendering Service(s) under the PO, neither the Supplier nor any of its Subsidiaries, any director, officer, employee, partner, subcontractor or any third party performing on behalf of Supplier, shall directly or indirectly, accept or request the payment of money, commission, gift, hospitality, inducement or anything else of value from any person, company, partnership or legal entity to improperly perform, or to induce another person to perform improperly, any function that is of a public nature, connected with business, undertaken in the course of a person's employment, or a function by or on behalf of a body of persons, or for the purpose of awarding, giving, maintaining or directing business, or to secure or obtain any improper business advantage.
- 17.2.3 Supplier, its principals, directors and officers, or any third parties engaged by Supplier in delivering Product(s) and/or rendering Service(s) under the PO have not been: (i) listed by any government or public agency (such as the United Nations, Reserve Bank of India or the World Bank) as debarred, suspended, or proposed for suspension or debarment or otherwise ineligible for government procurement programs; or (ii) formally charged with, convicted of, or pleaded guilty to any offense involving fraud or corruption.
- 17.2.4 Notwithstanding any other provisions in the PO, Verizon may suspend performance or terminate the PO immediately upon written notice if Supplier breaches any of the terms set forth in clauses 17.2.1, 17.2.2 and/or 17.2.3 above. Following notice of termination, Verizon shall not be responsible for any payments due under the PO, and shall not be required to complete any order or take any other action pursuant to the PO if it has reasonable basis to believe that such payment, completion of order, or other action would violate any applicable law, including but not limited to the Foreign Corrupt Practices Act, or the UK Bribery Act 2010.
- 18. Governing Law, Dispute Resolution and Jurisdiction**
- The PO shall be governed by the laws of the Republic of India. Any dispute arising out of or relating to the PO shall be resolved by a sole arbitrator mutually agreed and appointed by both the Parties. If the Parties are unable to appoint a mutually agreed arbitrator within thirty (30) days, each Party shall name its arbitrator, and the two (2) arbitrators named by the Parties shall select a third arbitrator, acceptable to both of them. The arbitration proceedings shall be conducted in English and governed by the Arbitration and Conciliation Act, 1996, as amended from time to time. The Arbitration seat and venue shall be at Chennai, India. Notwithstanding anything foregoing to the contrary, any litigation arising out of or in relation to the PO shall be subject to the exclusive jurisdiction of the courts in Chennai, India.
- 19. Off-Shore Restrictions**
- No Verizon confidential information shall be stored, transmitted or accessed, at, in or through a site located outside of India or the United States without the advance written consent of Verizon. Moreover, no Service performed by Supplier pursuant to the PO for the benefit of Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") shall be provided, directed, controlled, supervised, or managed at, in or through, a site located outside of India or the United States without Verizon Wireless' prior written consent; in addition, in the event Supplier comes into possession of any Verizon Wireless Customer Data, no such data shall be stored, transmitted

or accessed, at, in or through, a site located outside of India or the United States without the advance written consent of Verizon Wireless. For purposes of this provision, the term "Verizon Wireless Customer Data" shall mean: (a) any subscriber information, including, without limitation, name, address, phone number or other personal information of any Verizon Wireless subscriber; (b) any call-associated data, including, without limitation, the telephone number, internet address or similar identifying designator associated with a communication; (c) any billing records; (d) the time, date, size, duration of a communication or the physical location of equipment used in connection with a communication; or (e) the content of any Verizon Wireless customer communication.

**20. Miscellaneous**

- 20.1 **Suppliers Code:** Supplier will comply with the supplier Code of Conduct located at <http://www22.verizon.com/ethics>, which may be updated from time to time.
- 20.2 **Assignment and Sub-contracting:** Supplier shall not assign its obligations under the PO or any part thereof without the written consent of Verizon. Supplier shall not use sub-contractors to perform Supplier's obligations under the PO except by prior written consent of Verizon with respect to specified sub-contractors. Requests by Supplier to use subcontractors shall be in writing and shall specify the Product(s) or Service(s) to be subcontracted and the identity of proposed subcontractors. Supplier shall update Verizon as it adds or deletes subcontractors and ensure that all its subcontractors are approved by Verizon. Any permitted sub-contractors shall have the same level of knowledge, qualifications and expertise as Supplier, who shall ensure that such sub-contractors comply with the PO terms and conditions. Supplier accepts full responsibility and liability for all acts and omissions of sub-contractors and persons it employs directly or indirectly as if it were directly responsible for the same.
- 20.3 **Audit and Records:** Supplier shall allow Verizon and/or its authorized representatives to audit Supplier's records (kept in whatever form) to verify Supplier's compliance with the PO. Supplier shall maintain complete records of all charges paid or payable by Verizon under the PO for the later of four (4) years after termination/expiration of the PO or any additional period as specified by Verizon. All such records shall be maintained in accordance with recognized accounting practices.
- 20.4 **Background Checks:** Verizon reserves the right to require that Supplier conduct background checks on all persons Supplier assigns to perform Services for Verizon, such procedure to include verification of such items as Verizon may specify.
- 20.5 **Verizon Property:** Title to all property owned by Verizon and furnished to Supplier in relation to its rendition of Services or delivery of Products hereunder shall remain with Verizon. Any property owned by Verizon and in Supplier's possession or control shall be used only for the purposes of rendition of Services in accordance with the Agreement unless otherwise authorized in writing by Verizon. Supplier shall use at least a reasonable degree of care to protect such property, and upon Verizon's request shall deliver or return it to Verizon or otherwise dispose-of as directed by Verizon. Supplier shall be responsible for any loss of or damage to property owned by Verizon and in Supplier's possession or control.
- 20.6 **Insurance:** Supplier shall secure and maintain at its expense during the term of the PO all relevant insurance policies which Indian law or regulation requires Supplier to carry in respect of its and its employees' provision of Services and delivery of Products under the PO. Supplier shall provide Verizon with applicable certificates of insurance upon Verizon's request and notify Verizon in advance if there is any modification or cancellation of the policy/policies.
- 20.7 **Rejected or Not Purchased Products:** Products rejected or not purchased by Verizon that utilizes Verizon's names, trade names, trademarks, insignia, symbols, decorative designs or evidence of Verizon's inspection (collectively "Insignia") shall have all such Insignia removed prior to any sale, use or disposition thereof.
- 20.8 **Relationship of Parties:** Supplier represents and warrants that it is an independent contractor and not an employee or agent of Verizon. Supplier shall be responsible for all acts and omissions of its employees and subcontractors, including any noncompliance with the PO. Supplier's employees and personnel shall at all times be deemed employees of and/or engaged solely by Supplier. Nothing in the PO creates and shall not be deemed to establish a partnership, joint venture, association or employment relationship between the Parties.
- 20.9 **Notice:** Any notices or queries in connection with the PO shall be addressed to the relevant party as stated on the PO cover sheet.
- 20.10 **No Waiver:** Verizon's failure to enforce any of the provisions of the PO, or to exercise any option, shall neither be construed as a waiver of such or other provisions, rights or options, nor shall it affect the validity of the PO.
- 20.11 **Severability:** If any provision of the PO shall be found to be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire PO. The entire PO shall be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 20.12 **Survival:** The respective obligations of the Parties under the PO that by their nature would continue beyond the termination, cancellation or expiration, shall survive any termination, cancellation or expiration, including, but not limited to, obligations to indemnify, ensure and maintain confidentiality, and Supplier's representations and warranties.
- 20.13 **Entire Agreement:** The PO along with the terms and conditions under this document, including its cover sheet and annexures, if any, constitutes the Parties' entire agreement as to its subject matter, and all other terms are void unless specifically accepted in writing by Verizon. Verizon may issue PO addenda or amendments and Supplier shall accept the same by acknowledgement as provided above. In the event that an agreement exists between Verizon and Supplier that, by its terms, governs the Products and/or Services that is the subject of the PO, the PO shall be interpreted to supplement the terms and conditions of such agreement and, in the event of any inconsistent or conflicting terms or conditions, the terms or conditions of such agreement shall prevail over the terms or conditions of the PO.
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