

# Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard International B.V.** ("Blackboard") and **University of Petroleum and Energy Studies** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

## A. Software & Services Product and Pricing Summary

| Qty | Product Code    | Product or Service                                     | Initial Term Period #1 Effective Dates | Initial Term Period #1 (USD) | Initial Term Period #2 01-Jul-2020 -- 30-Jun-2021 (USD) | Initial Term Period #3 01-Jul-2021 -- 30-Jun-2022 (USD) |
|-----|-----------------|--|--|------------------------------|---|---|
| 1   | AS-HST-DIAM-P   | DIAMOND 1 HOSTING PACKAGE, 8,001 - 10,000 Active Users | 01-Jul-2019<br>-<br>30-Jun-2020        |                              |   |   |
| 1   | AS-HST-DIAM     | DIAMOND 1 HOSTING                                      |  |                              |   |   |
| 1   | AS-HST-ADDSVU   | ADDL HOSTING SERVICE UNIT                              |  |                              |   |   |
| 1   | CL-WC-FTE       | WEB CONFERENCING, 15,001 - 25,000 FTE                  | 01-Jul-2019<br>-<br>30-Jun-2020        |                              |   |   |
| 1   | AS-HST-DIAM-SET | DIAMOND 1 HOSTING SETUP                                |  |                              |   |   |
| 1   | AS-CD           | COURSE DELIVERY, 15,001 - 25,000 FTE                   | 01-Jul-2019<br>-<br>30-Jun-2020        |                              |   |   |
| 1   | AS-CS           | CONTENT MANAGEMENT, 15,001 - 25,000 FTE                | 01-Jul-2019<br>-<br>30-Jun-2020        | \$190,407.86                 | \$196,120.10  | \$202,003.70  |
| 1   | AS-CM           | COMMUNITY ENGAGEMENT, 15,001 - 25,000 FTE              | 01-Jul-2019<br>-<br>30-Jun-2020        |                              |   |   |
| 1   | MOB-LRN         | MOBILE SOLUTIONS, 15,001 - 25,000 FTE                  | 01-Jul-2019<br>-<br>30-Jun-2020        |                              |   |   |
| 1   | AS-HST-SSL      | HOSTING SSL SERVICE                                    | 01-Jul-2019<br>-<br>30-Jun-2020        |                              |   |   |
| 1   | AS-CD-TEST      | COURSE DELIVERY TEST                                   | 01-Jul-2019<br>-<br>30-Jun-2020        |                              |   |   |



|   |            |                                      |                                 |                     |                     |                     |
|---|------------|--------------------------------------|---------------------------------|---------------------|---------------------|---------------------|
| 1 | AS-CS-TEST | CONTENT<br>MANAGEMENT TEST           | 01-Jul-2019<br>-<br>30-Jun-2020 |                     |                     |                     |
| 1 | AS-CDDEV   | COURSE DELIVERY<br>DEVELOPER EDITION | 01-Jul-2019<br>-<br>30-Jun-2020 |                     |                     |                     |
| 1 | AS-CM-TEST | COMMUNITY<br>ENGAGEMENT TEST         | 01-Jul-2019<br>-<br>30-Jun-2020 |                     |                     |                     |
|   |            |                                      | <b>Total</b>                    | <b>\$190,407.86</b> | <b>\$196,120.10</b> | <b>\$202,003.70</b> |

### B. Terms

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: **01 July 2019**


### C. Payment Terms

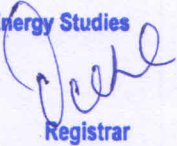
1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.
3. The parties agree that Customer invoices shall be issued from the authorized Blackboard Reseller Partner, Apedqi Technologies


### D. Special Provisions

1. For purposes of clarification, above items in section A will be hosted out of Amsterdam data center.



|                           |   |
|---------------------------|---|
| Sales Approved: Jason Lee |   |
| Initial:                  |  |

|   |
|---|
| Customer: University of Petroleum and Energy Studies  |
| Signature:<br><b>For University of Petroleum and Energy Studies</b><br><br>Registrar |
| Name:<br><br><b>Dr. VEENA DUTTA</b><br>Registrar  |
| Title: <b>University of Petroleum &amp; Energy Studies</b><br><b>"Energy Acres", P.O. Bidholi, Via Premnagar</b><br><b>Dehradun - 248007 (Uttarakhand)</b>            |
| Date: <b>11-12-2019</b>   |

|  |
|--|
| Blackboard International B.V.  |
| Signature:<br> |
| Name: Jan-Willem van der Zalm  |
| Title: Authorized Signatory for Blackboard International B.V.                                    |
| Date: 05 December 2019   |

Process

|   |                                  |
|---|----------------------------------|
| Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?                                   |                                  |
| No<br>Yes - Please complete below and attach or send PO to <a href="mailto:Operations@blackboard.com">Operations@blackboard.com</a> |                                  |
| PO Number:  | PO Amount:                       |
| Attach PO (Optional):   | Attach Tax Exemption (Optional): |
| Invoicing   |                                  |
| Send Invoices via email to:   |                                  |
| 1. Name:  | Email:                           |
| 2. Name:  | Email:                           |
| 3. Name:  | Email:                           |





Harbinger Knowledge Products  
Private Limited

**TAX INVOICE**

Date : 3<sup>rd</sup> October 2018  
PO Number : PO-6004550  
Invoice No. : HKPPL/18-19/005  
Kind Attn : Ravindra Yatagiri  
University of Petroleum & Energy Studies  
Bidholi Via Prem Nagar  
Deharadun - 248007  
Uttarakhand  
GST No.: 05AAAJU0111A2Z0

| Sr. No | Particulars               | Qty | Price (INR) | Discount (INR) | Total Price (INR) |
|--------|---------------------------|-----|-------------|----------------|-------------------|
| 1      | Raptivity Suite -Upgrades | 10  | 6,504       | -              | 65,040.00         |
|        | <b>Total</b>              |     |             |                | <b>65,040.00</b>  |
|        | Add: IGST@ 18%            |     |             |                | 11,707.20         |
|        | <b>Total</b>              |     |             |                | <b>76,747.20</b>  |

**Amount payable under this invoice: Rs. 76,747.20/-**

**Payment Terms: Immediate**

**Send fund transfer using the following information.**

End Beneficiary : Harbinger Knowledge Products Pvt. Ltd.  
Account No. : Current Account No. 0342059007  
Remit Proceeds : Citi Bank N. A., Pune, India  
IFSC Code : CITI0000005

**OR**

Kindly issue a Demand Draft / Cheque favoring Harbinger Knowledge Products Pvt. Ltd. payable at Pune. Thank you for doing business with us.

PAN No: AAACH9615F TAN No. PNEH04680E  
GSTIN No: 27AAACH9615F1ZM HSN Code: 997331

**For Harbinger Knowledge Products Pvt. Ltd**

**Authorized Signatory**

139 'Siddhant' Off Paud Road, Kothrud, Pune 411 038 India  
In India: 91 20 2528 4201 In USA: (425) 861-8400



SoftwareONE India Pvt. Ltd.  
3rd & 7th Floor,  
Welldone Tech Park, Sec-48  
Gurgaon, 122001

UNIVERSITY OF PETROLEUM AND ENERGY  
STUDIES,  
Ravindra Yatagiri  
ENERGY ACRES, PO BIDHOLI,  
VIA PREMNAGAR,  
Dehra Dun, 248007  
UT

Date 08-Jan-2019  
Customer Code IN-SCU-106052  
Customer GSTIN 05AAAJU0111A2Z0  
Customer PAN AAAJU0111A  
PO No. PO#6004662  
External Document No. PO#6004662  
Your Reference PO#6004662-Camtasia  
Order No. IN-SCO-165254  
Salesperson Singh Rajeev  
Your Contact Person Kaur Jasmine  
E-Mail jasmine.kaur@softwareone.com  
GSTIN 06AAOCS6228H1Z2  
Place of Supply UT

**Tax Invoice IN-PSI-02-14042**

**Original for Customer**

**Sell to Address**

UNIVERSITY OF PETROLEUM AND ENERGY  
STUDIES,  
Ravindra Yatagiri  
ENERGY ACRES, PO BIDHOLI,  
VIA PREMNAGAR,  
Dehra Dun, 248007  
UT

**Shipping Address**

UNIVERSITY OF PETROLEUM AND ENERGY  
STUDIES,  
Ravindra Yatagiri  
ENERGY ACRES, PO BIDHOLI,  
VIA PREMNAGAR,  
Dehra Dun, 248007  
UT

**Licence Address**

UNIVERSITY OF PETROLEUM AND ENERGY  
STUDIES,  
ENERGY ACRES, PO BIDHOLI,  
VIA PREMNAGAR,  
Dehra Dun, 248007  
UT

| Pos. No.                   | Description                   | Manufacturer | Lic. Mod. | Disc-Lev. | Format | Language Version | Shipment Date OS | Qty. | Unit Price | GST % | Amount (INR)     |
|----------------------------|-------------------------------|--------------|-----------|-----------|--------|------------------|------------------|------|------------|-------|------------------|
| 10                         | CAMSAV09U-18<br>HSN/SAC 9973  | Camtasia     |           |           |        | ML               | 04-Jan-2019      |      |            |       |                  |
|                            | Education Upgrade License     | TechSmith    | VLP-C     | 5-9       | LIC    | 2018             | Win/MAC          | 5    | 7,535.40   | 18.   | 37,677.00        |
| 20                         | CAMSAV09MAINT<br>HSN/SAC 9973 | Camtasia     |           |           |        | ML               | 04-Jan-2019      |      |            |       |                  |
|                            | Education 1 Year Maintenance  | TechSmith    | VLP-C     | 5-9       | MNT    | 2018             | Win/MAC          | 5    | 3,767.32   | 18.   | 18,836.60        |
| <b>Total INR excl. GST</b> |                               |              |           |           |        |                  |                  |      |            |       | <b>56,513.60</b> |
| <b>IGST</b>                |                               |              |           |           |        |                  |                  |      |            |       | <b>10,172.45</b> |
| <b>Total INR incl. GST</b> |                               |              |           |           |        |                  |                  |      |            |       | <b>66,686.05</b> |

\*\*\*\* SIXTY SIX THOUSAND SIX HUNDRED EIGHTY SIX RUPEES AND FIVE PAISA ONLY

No TDS to be deducted as per below declaration under notification no- 21/2012 S.O.1323(E) dt. 13.06.2012.

We do hereby declare that the company has already deducted TDS/Withholding tax from payment against acquisition of software/s invoiced to you in accordance with sub-clause (a) (b) of clause (ii) of Notification No. 21/2012 [F.No.142/10/2012-SO(TPL)]. We further declare that Software transferred to you wide invoice number as mentioned above has been transferred to you without any modification. By virtue of said Notification you are exempted from deducting TDS on Payment/Credit against our invoice/s.

Payment Terms  
Bank Information

30 Days net, 07-Feb-2019  
DEUTSCHE BANK, ECE HOUSE NEW DELHI, BC: 110200002, Acc. No.: 1531789000/ IFSC: DEUT0796DEL  
SWIFT: DEUTINBBDEL



## SERVICE PO

|   |  |                      |            |               |         |                 |  |                      |  |                   |          |  |  |                          |            |  |  |                           |  |  |  |                     |  |  |  |
|---|--|----------------------|------------|---------------|---------|-----------------|--|----------------------|--|-------------------|----------|--|--|--------------------------|------------|--|--|---------------------------|--|--|--|---------------------|--|--|--|
| KALTURA INC<br><br>250 PARK AVE SOUTH 10TH FLOOR<br>NEW YORK NY<br><br>Mobile No. :<br>NEW YORK-10003<br>Vendor GSTIN :<br>Vendor 3000202 | Please quote this PO no. for future references, invoices etc.,<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><b>Date :</b></td> <td>31.12.2018</td> <td><b>PO No.</b></td> <td>6004875</td> </tr> <tr> <td><b>Quot No:</b></td> <td></td> <td><b>Approval No .</b></td> <td></td> </tr> <tr> <td><b>Version No</b></td> <td colspan="3">00000000</td> </tr> <tr> <td><b>PO Amendment Date</b></td> <td colspan="3">31.12.2018</td> </tr> <tr> <td colspan="4">GSTN No : 05AAAJU0111A2Z0</td> </tr> <tr> <td colspan="4">PAN No. : AAJU0111A</td> </tr> </table> | <b>Date :</b>        | 31.12.2018 | <b>PO No.</b> | 6004875 | <b>Quot No:</b> |  | <b>Approval No .</b> |  | <b>Version No</b> | 00000000 |  |  | <b>PO Amendment Date</b> | 31.12.2018 |  |  | GSTN No : 05AAAJU0111A2Z0 |  |  |  | PAN No. : AAJU0111A |  |  |  |
| <b>Date :</b>   | 31.12.2018   | <b>PO No.</b>        | 6004875    |               |         |                 |  |                      |  |                   |          |  |  |                          |            |  |  |                           |  |  |  |                     |  |  |  |
| <b>Quot No:</b>   |  | <b>Approval No .</b> |            |               |         |                 |  |                      |  |                   |          |  |  |                          |            |  |  |                           |  |  |  |                     |  |  |  |
| <b>Version No</b>   | 00000000   |                      |            |               |         |                 |  |                      |  |                   |          |  |  |                          |            |  |  |                           |  |  |  |                     |  |  |  |
| <b>PO Amendment Date</b>  | 31.12.2018   |                      |            |               |         |                 |  |                      |  |                   |          |  |  |                          |            |  |  |                           |  |  |  |                     |  |  |  |
| GSTN No : 05AAAJU0111A2Z0   |  |                      |            |               |         |                 |  |                      |  |                   |          |  |  |                          |            |  |  |                           |  |  |  |                     |  |  |  |
| PAN No. : AAJU0111A   |  |                      |            |               |         |                 |  |                      |  |                   |          |  |  |                          |            |  |  |                           |  |  |  |                     |  |  |  |
| <b>WORK ORDER OF KALTURA RENEWAL</b>  |  |                      |            |               |         |                 |  |                      |  |                   |          |  |  |                          |            |  |  |                           |  |  |  |                     |  |  |  |

We are pleased to place an order on you for Material/Service detailed below, subject to the terms & conditions mentioned in the PO.

| S.NO | Service code            | Service Description | Qty   | UOM | Rate      | Net Value |
|------|-------------------------|---------------------|-------|-----|-----------|-----------|
| 1    | HSN/ SAC No :<br>998311 | KALTURA RENEWAL     | 1.000 | AU  | 20,999.99 | 20,999.99 |

Service Break Up

|    |   |       |    |           |           |
|----|---|-------|----|-----------|-----------|
| 10 | AS PER ORDER ID:<br>Q-43157 FOR 24 MONTHS | 1.000 | EA | 20,999.99 | 20,999.99 |
|----|---|-------|----|-----------|-----------|


|                                     |  |
|-------------------------------------|--|
| <b>Total Including of all Taxes</b> |  |
| <b>Total Amount</b>                 | <b>20,999.99</b>   |
| <b>Amount in Words</b>              | <b>TWENTY THOUSAND NINE HUNDRED NINETY NINE US DOLLAR NINETY NINE CENTS ONLY</b> |
| Other Details: ORDER ID: Q-43157    |  |
| Packing & Forwarding                | <b>Schedule of Payment :</b><br>NET 30 ANNUALLY                                  |
| Mode of Transport/Delivery          |  |
| Freight                             |  |
| Ship To                             | RAVINDRA YATAGIRI, BIDHOLI CAMPUS  |
| Bill To                             | BIDHOLI CAMPUS   |

**For University of Petroleum & Energy Studies**


I/We hereby accept the order, delivery & Payment schedule and other terms and conditions as specified herein.


**Authorized Signatory**

**Suppliers Signature and Seal.**

 **CORPORATE OFFICE:** 210, 2<sup>nd</sup> Floor, Okhla Industrial Estate, Phase III, New Delhi - 110 020, INDIA, T +91 - 11 - 41730151-53, F +91 - 11 - 41730154

**CAMPUSES:**

 **ENERGY ACRES:** Bidholi Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 135 - 2770137, 2776053/54/91, 2776201  
F +91 - 135 - 2776090/95

 **KNOWLEDGE ACRES:** Kandoli Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 8171979021/2/3, 7060111775

■ Engineering 
 ■ Computer Science 
 ■ Design 
 ■ Business 
 ■ Law



## GENERAL TERMS AND CONDITIONS OF OUR PURCHASE ORDER

### 1. Definitions

1.1 "Agreement" means the agreement between Buyer and Vendor consisting of the Purchase Order, these Terms and Conditions of Purchase, any special terms and conditions of purchase agreed to by the parties and any other documents (or parts of them) specified in any of these documents.

1.2 "Associates" means, in relation to a party, its subsidiary undertakings, any parent undertaking and the subsidiary undertakings of such parent undertaking and any other legal entities in which any such companies hold a controlling interest during the tenure of agreement.

1.3 "Buyer" means the UPES placing the Purchase Order.

1.4 "Confidential Information" means information belonging to Buyer or any of its Associates, including, without limit, its business and financial information, research and development information (including, without limit, data, studies, protocols, study designs, test or study results, data analyses), strategies, operations, products, services, processes, techniques, technology (including, without limit, specimens, designs, drawings, photographs, software, equipment, programs), know how, trade secrets, customers, suppliers (including, without limit, any orders, agreements, communications, correspondence, specifications, estimates, calculations, models, forecasts), counterparties, the terms of the Agreement and the fact of its existence and any and all proprietary information in whatever form held and any ideas, methods, discoveries, inventions, concepts, or other related Intellectual Property Right (as defined below), received by or disclosed to Vendor or its representatives in any form or that results from Vendor's performance under the Agreement.

1.5 "Deliverables" means any deliverables mentioned in agreement.

1.6 "Goods" means any Goods specified in the Agreement.

1.7 "Intellectual Property Rights" means patents, trademarks, registered designs and all applications for registration of them, copyrights or design rights, any moral right, any know how, any trade or business name, any right to bring an action for passing off or any right, whether subsisting now or in the future, which is similar or analogous to any of these in any part of the world.

1.8 "Purchase Order" means Buyer's Purchase Order.

1.9 "Services" means any Services specified in the Agreement.

1.10 "Vendor/Supplier" means the person, firm or company to whom the Purchase Order is issued.

### 2. Terms and Conditions

2.1 Acceptance: In the absence of written acceptance of the purchase order, Vendor's commencement of work on the services or goods subject to this purchase order, or the shipment of such goods, whichever occurs first, shall be deemed an effective and binding mode of acceptance of this purchase order. ANY ACCEPTANCE BY VENDOR OF THIS PURCHASE ORDER IS LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS WITHOUT MODIFICATION. ANY ATTEMPT BY VENDOR TO REPLACE, MODIFY, OR AUGMENT THESE TERMS AND CONDITIONS IN ANY WAY INCLUDING, BUT NOT LIMITED TO, SENDING BUYER A DIFFERENT SET OF TERMS AND CONDITIONS IN CORRESPONDENCE, IN SHIPMENTS, OR AS PART OF AN INVOICE, IS TOTALLY REJECTED, AND VENDOR AGREES THAT SUCH DIFFERING TERMS AND CONDITIONS SHALL NOT BE APPLICABLE TO THIS PURCHASE ORDER.

2.2 All orders are made on these Terms and Conditions which override and exclude any other terms stipulated, incorporated or referred to by Vendor, whether in any quotation, acknowledgement of the Purchase Order, delivery note or invoice, or in any negotiations or any course of dealing established between Vendor and Buyer. No modification of these Terms and Conditions or any other provision of the Agreement shall be effective unless made by an express written agreement between the parties. If there is a conflict between these Terms and Conditions and the special terms set out in the Agreement, the order of priority shall be, as applicable: (1) the special terms set out in the Agreement, (2) the Purchase Order, and (3) these Terms and Conditions.

### 3. Warranties

3.1 All Goods and/or Deliverables manufactured or supplied shall be of the best quality, material and workmanship, without fault.

3.2 All Services shall be performed with all reasonable skill and care, consistent with the highest standards of the Vendor's industry and to the best of the Vendor's skill and ability.

3.3 All obligations under the Agreement shall be performed in accordance with applicable current and future laws and regulations. Vendor shall obtain any and all consents, authorizations, licences and releases necessary for the supply of Goods and Services.

3.4 It will be the responsibility of vendor to provide free replacement of the material if it fails in operation or manufacturing defects during the warranty period offered to the buyer.

### 4. Inspection, Delivery, Warranty and Rejection

4.1 Vendor shall have adequate procedures in place to ensure compliance with the Agreement prior to delivery. Buyer's representatives shall have the right to progress and inspect all Goods at Vendor's works and the works of permitted sub-contractors at all reasonable times and to reject Goods that do not comply with the Agreement. Any such inspection, checking, approval or acceptance given on behalf of Buyer shall not relieve Vendor or its sub-contractors from any obligation under the Agreement.

4.2 Products should be securely packed and protected against loss, damage, handling or corrosion in transit. Packing shall conform to UPES/industry standard specifications. Any breakage, damage and/or pilferage in transit arising from faulty packing shall be borne by the Supplier. Each box/packing/bundle/reel must be plainly marked with UPES's purchase order no and address along with position of the Products and special instructions wherever necessary.

4.3 The date of delivery of the Goods and/or Deliverables shall be specified in the Purchase Order (as amended, if applicable). The time for delivery is of the essence. Vendor shall ensure that all advice or delivery notes clearly state the Buyer's part number, order number and line number. Delivery shall only be deemed to have occurred when Goods and/or Deliverables have been delivered correctly documented, complete (except where partial delivery is expressly agreed in advance) and in good and correct packaging at the address stated in the Purchase Order, as applicable. Unless otherwise agreed, title and risk in the Goods and/or Deliverables remain with the Vendor until they are delivered.

4.4 If delivery is delayed because of anything beyond the reasonable control of the Vendor and the Vendor immediately gives written notice to the Buyer giving full details of the reason for the delay, the Buyer may, at its sole discretion, grant a reasonable extension of time or cancel the Agreement in whole or part and refuse to accept any subsequent delivery of Goods and/or Deliverables without prejudice to any other right or remedy which the Buyer may have.

4.5 If Goods and/or Deliverables are incorrectly delivered, Vendor is responsible for any additional expense incurred in delivering them to their correct destination. Buyer is not liable for any additional costs because of delivery beyond agreed due dates or vendor failing to meet the specification in the Purchase Order.

4.6 If Goods and/or Deliverables delivered by Vendor do not conform in every respect with the Agreement (whether because of a different quality or quantity measurement to that required by the Agreement or because they are not of satisfactory quality or are unfit for the purpose for which they are required) Buyer shall have the right to reject such Goods and/or Deliverables within a reasonable time of their delivery and to purchase replacements elsewhere but without prejudice to any other right which Buyer may have against Vendor. Before exercising its right to reject elsewhere, Buyer shall give Vendor a reasonable opportunity to repair, rework or replace rejected Goods and/or Deliverables with Goods and/or Deliverables which conform to the Agreement. Payment shall not prejudice Buyer's right of rejection. Rejected Goods or Deliverables must be credited immediately in full and repaired/reworked or replacement Goods or Deliverables may be invoiced upon redelivery.

4.7 All Goods and Services shall be supplied with a repair/rework or replace warranty for 12 months from putting into service or 18 months from delivery or performance (as applicable), whichever shall be the shorter, including without limitation, for any defects which occur due to Vendor's incorrect instructions as to use, incorrect use of data, inadequate or faulty materials or workmanship, any other breach of Vendor's obligations, express or implied or any failure to conform to the Agreement. Repaired/reworked and replacement Goods and/or Services shall also be subject to the warranty stated above for a period of 12 months from the date of delivery, reinstallation or passing of tests, whichever is relevant, after repair/rework or replacement. Such warranty is given without prejudice to any other right or remedy of Buyer.

4.8 In case of Imports, if the goods are not conforming to given specifications and rejected, it shall be returned to vendor by sea/air freight as the case may be, on freight pay basis, either on receipt of Supplier's credit note and remittance for the CIF value plus the incidental charges or on receipt of free replacement of goods and acceptance and after obtaining the necessary permission from Reserve Bank of India for export of rejected goods. The credit note and remittance or free replacement of goods should be received by UPES within 3 months from the date of intimation of rejection. If supplier requests to scrap the rejected goods, UPES should be paid with customs duty in addition to value of goods and incidental charges incurred.

### 5. Price and Terms of Payment

5.0 The price is stated in the Purchase Order is inclusive of packaging, packing, carriage, customs clearance, costs and insurance, unless expressly agreed otherwise, and exclusive of service tax/VAT (or sales tax where applicable). No price increases shall apply without Buyer's written agreement. No expenses are payable unless Buyer has given advance written approval. All requests for reimbursement for expenses must be accompanied by documentation in a form and detail sufficient to satisfy the tax authorities' requirements on recognition of expenses for corporate tax purposes. Prices shall remain valid till one year from the date of purchase order for repeat orders (if any).

5.1 After Buyer has accepted the Goods and/or Deliverables, Vendor may invoice Buyer for the supply of Goods and/or Services as agreed with Buyer in the Purchase Order, setting out the Purchase Order number, actual number of hours worked, itemised reimbursable costs and any applicable VAT (or sales tax where applicable) as a separate line item on the invoice in accordance with the applicable tax legislation. Undisputed invoices shall be paid as per the terms mentioned in the purchase order. Payment is subject to date of verification of receipt of goods. Vendor shall not withhold supplies for any reason without the Buyer's written agreement. Without prejudice to any other right or remedy, Buyer may set off any amount owing from Vendor to Buyer against any amount payable by Buyer to Vendor whether under the Agreement or any other contract between them.

5.2 It is being clarified that payment does not mean acceptance of the products and UPES shall have right to reject and claim damages if Products do not meet the specified requirement of UPES. UPES shall have right to either set off such claims against payments from current or future Orders.

### 6. Variations

6.1 Buyer shall have the right, from time to time during the Agreement, to provide a written notice to Vendor to vary the quantities, delivery dates or destinations of the Goods and/or Deliverables and Vendor shall carry out such variations and be bound by the same terms and conditions, so far as applicable, as though these variations were stated in the Agreement.

6.2 Where Vendor receives any written notice of variation from Buyer which requires an amendment to the price, Vendor shall promptly give written notice to Buyer giving the amount of any such price amendment by applying the same level of pricing as that contained in Vendor's tender or quotation (as the case may be). If, in the opinion of Vendor, any such variation is likely to prevent Vendor from fulfilling any of its obligations under the Agreement, Vendor shall give written notice of this to Buyer and Buyer shall decide whether or not the variation shall be carried out and shall give written instructions to Vendor. No variations shall have effect until Buyer gives such written instructions.

### 7. Ownership of Intellectual Property Rights

7.1 All Intellectual Property Rights created by Vendor specifically for the purposes of the Agreement shall be transferred and belong to Buyer and Vendor shall do all such things and execute all such documents as may be reasonably required by Buyer to ensure that all such Intellectual Property Rights are effectively assigned to Buyer. Vendor hereby assigns absolutely to Buyer all such Intellectual Property Rights as are capable of legal assignment by the Agreement Any Confidential Information and any Intellectual Property Rights in Confidential Information shall remain the property of Buyer and/or its Associates.

### 8. Code of Conduct and Ethics for Vendors/Suppliers

UPES\* is committed to acting honestly and ethically. We expect the same of our suppliers. The UPES Code of Conduct and Ethics establishes principles of appropriate behavior and ethical conduct for UPES employees. This Code of Conduct and Ethics for Suppliers sets similar standards for our suppliers.

8.1 Suppliers must keep accurate records of all matters related to their business with UPES, including the proper recording of all expenses and payments. If UPES is being charged for a supplier employee's time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

### 8.2 Assets and Information

Suppliers should protect UPES's assets and information. Suppliers, who have been given access to UPES's assets, whether tangible or intangible, should use them only within the scope of the permission granted by UPES and for the purposes of the engagement with UPES. Suppliers who have been given access to UPES's confidential information should not share this information with anyone unless authorized to do so by UPES. If a supplier believes it has been given access to UPES's confidential information in error, the supplier should immediately notify its contact at UPES and refrain from further distribution of the information. Suppliers should not share with anyone at UPES information related to any other person or organization if the supplier is under a contractual or legal obligation not to share the information.

\* References in this Code to "UPES" include UPES and its affiliates. This Code applies to all suppliers of goods or services to any UPES entity, and to their employees, agents, and contractors supplying goods to or performing services for UPES.

### 8.3 Bribery and Corruption

UPES has a zero tolerance policy for making or accepting bribes or kickbacks. In connection with any transaction as a supplier to UPES, or that otherwise involves UPES, suppliers must not transfer anything of value, directly or indirectly, to anyone, including government officials, employees of government-controlled entities, or employees of UPES or any other organization, in order to obtain any improper benefit or advantage. Suppliers acting on behalf of UPES must comply with all applicable laws dealing with bribery. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of UPES, or out of funds provided by UPES. Suppliers must furnish a copy of this accounting to UPES upon request.

### 8.4 Gifts, Meals, Entertainment, and Other Business Courtesies

UPES employees may exchange gifts, meals, entertainment, and other business courtesies with suppliers only if they are reasonable, infrequent, and modest in amount, as well as consistent with local law, custom, and practice. In some instances, UPES employees may be subject to monetary limitations on the value of such business courtesies that may be given or received. In all cases, UPES employees must never offer or accept such courtesies under circumstances where they could affect, or appear to affect, decision making. And they must never give or receive cash. We expect our suppliers to respect these restrictions.

### 8.5 Conflicts of Interest

Suppliers should have no financial relationship with any UPES employee with whom the supplier may interact as part of their engagement with UPES. Suppliers should take care that any personal relationship with a UPES employee is not used to influence the UPES employee's business judgment. If a supplier has a family or other relationship with a UPES employee that might represent a conflict of interest, the supplier should disclose this fact to UPES or ensure that the UPES employee does so.

### 8.6 Speaking Up

Suppliers who believe that a UPES employee, or anyone acting on behalf of UPES, has engaged in illegal or improper conduct should report the matter to UPES. Suppliers can raise the issue with the employee's manager, or contact UPES ethics and compliance personnel at [deepa.verma@upes.ac.in](mailto:deepa.verma@upes.ac.in). A supplier's relationship with UPES will not be affected by an honest report of potential misconduct.

### 9. Termination:

9.1 The Buyer may at any time by written notice terminate the Agreement instantly in whole or in part without compensation to the Vendor if any of the following events occur:

9.1.1 indiscipline by employee of Vendor or commission of a breach of any of the terms of the Agreement;

9.1.2 a receiver, administrator, liquidator or trustee in bankruptcy is appointed over the Vendor, or if any analogous insolvency event occurs in any jurisdiction in which Vendor operates;


9.1.3 end or ceases or threatens to cease to carry on its business; or

9.1.4 Control of more than 50% of the voting rights in the Vendor is transferred.

### 10. ARBITRATION


Except for seeking interim injunction in the court of competent jurisdiction, it is mutually agreed between the Parties that all differences or disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations. If such differences cannot be resolved by discussions and negotiations then the same shall be referred to the arbitration of sole arbitrator, who shall be appointed by the Vice-Chancellor of the University. In the event of appointing authority fails to appoint the sole arbitrator, then the arbitrator shall be appointed under the provisions of Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator so appointed will be final and binding on both the Parties. The provisions of Arbitration & Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration. The arbitration proceedings will be held in Delhi and the courts in Delhi alone shall have exclusive jurisdiction in respect of all such matters. The cost of Arbitration proceedings shall be borne equally by both the parties.

TERMS AND CONDITIONS - PURCHASE ORDER NO 6004875 ISSUED 31.12.2018

 **CORPORATE OFFICE:** 210, 2<sup>nd</sup> Floor, Okhla Industrial Estate, Phase III, New Delhi - 110 020, INDIA, T +91 - 11 - 41730151-53, F +91 - 11 - 41730154

#### CAMPUSES:

 **ENERGY ACRES:** Bidholi Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 135 - 2770137, 2776053/54/91, 2776201  
F +91 - 135 - 2776090/95

 **KNOWLEDGE ACRES:** Kandoli Via Prem Nagar, Dehradun - 248 007 (Uttarakhand), INDIA, T +91 - 8171979021/2/3, 706011775



**■ Engineering ■ Computer Science ■ Design ■ Business ■ Law**

**Respondus**

PO Box 3247  
 Redmond, WA 98073-3247

www.respondus.com

**INVOICE****DATE**

8/28/2019

**INVOICE #**

23556

**BILL TO**

University of Petroleum & Energy Studies  
 210, 2nd floor  
 Okhla Industrial Estate Phase III  
 New Delhi 110 020  
 India

**SHIP TO**

University of Petroleum & Energy Studies  
 Ravindra Yatagiri  
 PO Bidholi Via Prem Nagar  
 Dehradun 248 007  
 India

**P.O. NUMBER**

6005535

**TERMS**

Net 30

| QUANTITY | ITEM CODE          | DESCRIPTION  | PRICE EACH | AMOUNT   |
|----------|--------------------|--|------------|----------|
|          | Renewal LDB        | LockDown Browser Campus-wide License Renewal [Term: 8/1/2019 - 7/31/2020]  | 2,795.00   | 2,795.00 |
|          | Renewal Monito...  | Respondus Monitor Tiered License Renewal [1000 seats] [Term: 8/1/2019 - 7/31/2020]                                     | 3,950.00   | 3,950.00 |
| 2        | Monitor Additio... | Respondus Monitor Tiered License [additional 1000 seats x 2]<br><br>Any withholding, if applicable, will be additional | 1,950.00   | 3,900.00 |

Questions? email: [licensing@respondus.com](mailto:licensing@respondus.com)  
 Federal Tax ID: 91-2050620 All prices listed in US Dollars

**TOTAL \$10,645.00**

Remit by check to Respondus, Inc. at the PO Box above

UPDATED as of November 2018:  
 Remit by ACH/Wire to  
 Bank: Chase, 8010 164th Ave NE, Redmond, WA 98052 USA  
 Account Name: Respondus Inc.  
 Account No: 357508651  
 Routing No: 325070760  
 SWIFT Code: CHASUS33







**Impartus Innovations Pvt. Ltd.**

GSTIN 29AADC14307A1Z1  
 State Karnataka  
 PAN AADC14307A  
 CIN U72200HR2013PTC051423  
 STATE CODI 29

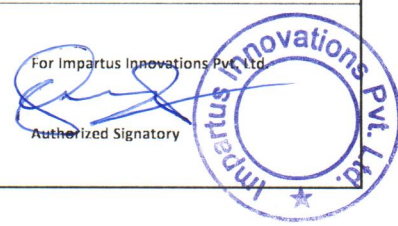
**Tax Invoice**

|   |  |  |  |  |
|---|--|--|--|--|
| <b>Billing Address</b><br>Customer Name : University of Petroleum & Energy Studies<br>Contact Person :<br>Customer Address : BIDHOLI CAMPUS Energy Acres,<br>PO Bidholi Via Prem Nagar, Dehradun<br>State : Uttarakhand<br>Contact No :<br>GSTIN Number: 05AAAU0111A2Z0 |  | <b>Shipping Address</b><br>Customer Name : University of Petroleum & Energy Studies<br>Contact Person :<br>Customer Address : BIDHOLI CAMPUS Energy Acres,<br>PO Bidholi Via Prem Nagar,<br>Uttarakhand<br>State :<br>Contact No :<br>GSTIN Number: 05AAAU0111A2Z0 |  | <b>Invoice No:</b> IIP/19-20/Sep9<br><b>Invoice Date:</b> 6-Sep-19<br><b>PO #:</b> 6005604<br><b>PO Date:</b> 5-Sep-19 |
|---|--|--|--|--|

| Sl. No.      | Description  | HSN / SAC Code | Quantity CR | Unit Price (₹) | Total Value (₹) | CGST |     | SGST |     | IGST          |     | CESS |     | Amount (₹)      |
|--------------|--|----------------|-------------|----------------|-----------------|------|-----|------|-----|---------------|-----|------|-----|-----------------|
|              |  |                |             |                |                 | (₹)  | (%) | (₹)  | (%) | (₹)           | (%) | (₹)  | (%) |                 |
| 1            | Impartus Lecture Capture Solution<br>Renewal Fees<br><br>SaaS Fees(1st Year of Renewal)<br>(Period August 2019 to July 2020) | 9973           | 5           | 23,000         | 1,15,000        | -    | 0%  | -    | 0%  | 20,700        | 18% | -    | 0%  | 1,35,700        |
| <b>Total</b> |  |                |             |                | <b>1,15,000</b> | -    | -   | -    | -   | <b>20,700</b> | -   | -    | -   | <b>1,35,700</b> |

|   |  |   |
|---|--|---|
| <b>Note :</b>   | Total Value                            | 1,15,000  |
| <b>Payment Terms :</b> 100 % payment is due immediately.  | Total Tax                              | 20,700  |
|   | Round off                              | -   |
|   | <b>Total Invoice Amount</b>            | <b>1,35,700</b>   |
|   | <b>Total Invoice Amount (in words)</b> | Rupees One Lakh Thirty Five Thousand Seven Hundred Only |
| <b>Next Billing(Renewal 2nd &amp; 3rd Year) :</b><br>Rs. 1,15,000/- plus applicable taxes billing in August'2020.<br>Rs. 1,15,000/- plus applicable taxes billing in August'2021. |  |   |

|  |  |  |
|--|--|--|
| <b>Cheque/DD to be made in favour of "Impartus Innovations Pvt. Ltd."</b><br><b>Bank details for RTGS/NEFT :-</b><br>Bank Name ICICI Bank<br>Account No. 000205024931<br>Account Type Current A/c<br>IFSC Code ICIC0000002<br>Branch Bangalore Branch, ICICI Tower, Commissariat Road, Bangalore-560025. |  | For Impartus Innovations Pvt. Ltd.<br><br>Authorized Signatory |
|--|--|--|



## PURCHASE ORDER

|  |  |            |                      |         |
|--|--|------------|----------------------|---------|
| <b>M/s: STRATBEANS CONSULTING PVT. LTD.</b><br><br>C1-C61, CARLTON ESTATE-1<br>DLF CITY PHASE-5<br><br>Mobile No. : 8447208144<br>GURGAON-122009<br><br>Vendor 1006459 | Please quote this PO no. for future references, invoices etc., |            |                      |         |
|  | <b>Date :</b>  | 30.08.2017 | <b>PO No.</b>        | 3001474 |
|  | <b>Quot No:</b>  |            | <b>Approval No .</b> |         |
|  | <b>Version No</b>  | 00000000   |                      |         |
|  | <b>PO Amendment Date</b>                                       | 30.08.2017 |                      |         |
| <b>PO OF NEW LICENSES OF ARTICULATE STORYLINE 3</b>  |  |            |                      |         |

We are pleased to place an order on you for Material/Service detailed below, subject to the terms & conditions mentioned in the PO.

| S.NO                                | Material code | Material Description  | Qty   | Unit | Rate      | Gross Amt.        | Total      |
|-------------------------------------|---------------|---|-------|------|-----------|-------------------|------------|
| 1                                   | 4000493       | ARTICULATE<br>STORYLINE 3<br>LICESNSE   | 7.000 | EA   | 48,355.57 | 338,488.99        | 338,488.99 |
| <b>Total Including of all Taxes</b> |               |   |       |      |           |                   |            |
| <b>Total Amount</b>                 |               |   |       |      |           | <b>338,488.99</b> |            |
| <b>Amount in Words</b>              |               | <b>THREE LAKH THIRTY EIGHT THOUSAND FOUR HUNDRED EIGHTY EIGHT Rupees NINETY NINE Paise ONLY</b> |       |      |           |                   |            |

|  |                                      |   |
|--|--------------------------------------|---|
| Other Details: PERPETUAL LICENSES VALID FOR LIFETIME, INCLUSIVE OF GST |                                      |   |
| Packing & Forwarding   | AS PER NATURE OF MATERIAL            | <b>Schedule of Payment :</b><br>50% ADVANCE AND 50% AFTER DELIVERY WITHIN 10 DAYS |
| Mode of Transport/Delivery   | BY ROAD                              |   |
| Freight CIF  | ONLINE                               |   |
| Ship To  | MR RAVINDRA YATAGIRI, BIDHOLI CAMPUS |   |
| Bill To  | BIDHOLI CAMPUS                       |   |

**For University of Petroleum & Energy Studies**

I/We hereby accept the order, delivery & Payment schedule and other terms and conditions as specified herein.

**Authorized Signatory**

**Suppliers Signature and Seal.**



## GENERAL TERMS AND CONDITIONS OF OUR PURCHASE ORDER

### 1. Definitions

- 1.1 "Agreement" means the agreement between Buyer and Vendor consisting of the Purchase Order, these Terms and Conditions of Purchase, any special terms and conditions of purchase agreed to by the parties and any other documents (or parts of them) specified in any of these documents.
- 1.2 "Associates" means, in relation to a party, its subsidiary undertakings, any parent undertaking and the subsidiary undertakings of such parent undertaking and any other legal entities in which any such companies hold a controlling interest during the tenure of agreement.
- 1.3 "Buyer" means the UPES placing the Purchase Order.
- 1.4 "Confidential Information" means information belonging to Buyer or any of its Associates, including, without limit, its business and financial information, research and development information (including, without limit, data, studies, protocols, study designs, test or study results, data analyses), strategies, operations, products, services, processes, techniques, technology (including, without limit, specimens, designs, drawings, photographs, software, equipment, programs), know how, trade secrets, customers, suppliers (including, without limit, any orders, agreements, communications, correspondence, specifications, estimates, calculations, models, forecasts), counterparties, the terms of the Agreement and the fact of its existence and any and all proprietary information in whatever form held and any ideas, methods, discoveries, inventions, concepts, or other related Intellectual Property Right (as defined below), received by or disclosed to Vendor or its representatives in any form or that results from Vendor's performance under the Agreement.
- 1.5 "Deliverables" means any deliverables mentioned in agreement.
- 1.6 "Goods" means any Goods specified in the Agreement.
- 1.7 "Intellectual Property Rights" means patents, trademarks, registered designs and all applications for registration of them, copyrights or design rights, any moral right, any know how, any trade or business name, any right to bring an action for passing off or any right, whether subsisting now or in the future, which is similar or analogous to any of these in any part of the world.
- 1.8 "Purchase Order" means Buyer's Purchase Order.
- 1.9 "Services" means any Services specified in the Agreement.
- 1.10 "Vendor/Supplier" means the person, firm or company to whom the Purchase Order is issued.

### 2. Terms and Conditions

- 2.1 Acceptance: In the absence of written acceptance of the purchase order, Vendor's commencement of work on the services or goods subject to this purchase order, or the shipment of such goods, whichever occurs first, shall be deemed an effective and binding mode of acceptance of this purchase order. ANY ACCEPTANCE BY VENDOR OF THIS PURCHASE ORDER IS LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS WITHOUT MODIFICATION. ANY ATTEMPT BY VENDOR TO REPLACE, MODIFY OR AUGMENT THESE TERMS AND CONDITIONS IN ANY WAY INCLUDING, BUT NOT LIMITED TO, SENDING BUYER A DIFFERENT SET OF TERMS AND CONDITIONS IN CORRESPONDENCE, IN SHIPMENTS OR AS PART OF AN INVOICE, IS TOTALLY REJECTED, AND VENDOR AGREES THAT SUCH DIFFERING TERMS AND CONDITIONS SHALL NOT BE APPLICABLE TO THIS PURCHASE ORDER.
- 2.2 All orders are made on these Terms and Conditions which override and exclude any other terms stipulated, incorporated or referred to by Vendor, whether in any quotation, acknowledgement of the Purchase Order, delivery note or invoice, or in any negotiations or any course of dealing established between Vendor and Buyer. No modification of these Terms and Conditions or any other provision of the Agreement shall be effective unless made by an express written agreement between the parties. If there is a conflict between these Terms and Conditions and the special terms set out in the Agreement, the order of priority shall be, as applicable: (1) the special terms set out in the Agreement, (2) the Purchase Order, and (3) these Terms and Conditions.

### 3. Warranties

- 3.1 All Goods and/or Deliverables manufactured or supplied shall be of the best quality, material and workmanship, without fault.
- 3.2 All Services shall be performed with all reasonable skill and care, consistent with the highest standards of the Vendor's industry and to the best of the Vendor's skill and ability.
- 3.3 All obligations under the Agreement shall be performed in accordance with applicable current and future laws and regulations. Vendor shall obtain any and all consents, authorizations, licences and releases necessary for the supply of Goods and Services.
- 3.4 It will be the responsibility of vendor to provide free replacement of the material if it fails in operation or manufacturing defects during the warranty period offered to the buyer.

### 4. Inspection, Delivery, Warranty and Rejection

- 4.1 Vendor shall have adequate procedures in place to ensure compliance with the Agreement prior to delivery. Buyer's representatives shall have the right to progress and inspect all Goods at Vendor's works and the works of permitted sub-contractors at all reasonable times and to reject Goods that do not comply with the Agreement. Any such inspection, checking, approval or acceptance given on behalf of Buyer shall not relieve Vendor or its sub-contractors from any obligation under the Agreement.
- 4.2 Products should be securely packed and protected against loss, damage, handling or corrosion in transit. Packing shall conform to UPES/industry standard specifications. Any breakage, damage and/or pilferage in transit arising from faulty packing shall be borne by the Supplier. Each box/packing/bundle/reel must be plainly marked with UPES's purchase order no and address along with position of the Products and special instructions wherever necessary.
- 4.3 The date of delivery of the Goods and/or Deliverables shall be specified in the Purchase Order (as amended, if applicable). The time for delivery is of the essence. Vendor shall ensure that all advice or delivery notes clearly state the Buyer's part number, order number and line number. Delivery shall only be deemed to have occurred when Goods and/or Deliverables have been delivered correctly documented, complete (except where partial delivery is expressly agreed in advance) and in good and correct packaging at the address stated in the Purchase Order, as applicable. Unless otherwise agreed, title and risk in the Goods and/or Deliverables remain with the Vendor until they are delivered.
- 4.4 If delivery is delayed because of anything beyond the reasonable control of the Vendor and the Vendor immediately gives written notice to the Buyer giving full details of the reason for the delay, the Buyer may, at its sole discretion, grant a reasonable extension of time or cancel the Agreement in whole or part and refuse to accept any subsequent delivery of Goods and/or Deliverables without prejudice to any other right or remedy which the Buyer may have.
- 4.5 If Goods and/or Deliverables are incorrectly delivered, Vendor is responsible for any additional expense incurred in delivering them to their correct destination. Buyer is not liable for any additional costs because of delivery beyond agreed due dates or vendor failing to meet the specification in the Purchase Order.
- 4.6 If Goods and/or Deliverables delivered by Vendor do not conform in every respect with the Agreement (whether because of a different quality or quantity measurement to that required by the Agreement or because they are not of satisfactory quality or are unfit for the purpose for which they are required) Buyer shall have the right to reject such Goods and/or Deliverables within a reasonable time of their delivery and to purchase replacements elsewhere but without prejudice to any other right which Buyer may have against Vendor. Before exercising its right to purchase elsewhere, Buyer shall give Vendor a reasonable opportunity to repair, rework or replace rejected Goods and/or Deliverables with Goods and/or Deliverables which conform to the Agreement. Payment shall not prejudice Buyer's right of rejection. Rejected Goods or Deliverables must be credited immediately in full and repaired/reworked or replacement Goods or Deliverables may be invoiced upon redelivery.
- 4.7 All Goods and Services shall be supplied with a repair/rework or replace warranty for 12 months from putting into service or 18 months from delivery or performance (as applicable), whichever shall be the shorter, including without limitation, for any defects which occur due to Vendor's incorrect instructions as to use, incorrect use of data, inadequate or faulty materials or workmanship, any other breach of Vendor's obligations, express or implied or any failure to conform to the Agreement. Repaired/reworked or replacement Goods and/or Services shall also be subject to the warranty stated above for a period of 12 months from the date of delivery, reinstallation or passing of tests, whichever is relevant, after repair/rework or replacement. Such warranty is given without prejudice to any other right or remedy of Buyer.
- 4.8 In case of Imports, if the goods are not conforming to given specifications and rejected, it shall be returned to vendor by sea/air freight as the case may be, on freight pay basis, either on receipt of Supplier's credit note and remittance for the CIF value plus the incidental charges or on receipt of free replacement of goods and acceptance and after obtaining the necessary permission from Reserve Bank of India for export of rejected goods. The credit note and remittance or free replacement of goods should be received by UPES within 3 months from the date of intimation of rejection. If supplier requests to scrap the rejected goods, UPES should be paid with customs duty in addition to value of goods and incidental charges incurred.

### 5. Price and Terms of Payment

- 5.0 The price is stated in the Purchase Order is inclusive of packaging, packing, carriage, customs clearance, costs and insurance, unless expressly agreed otherwise, and exclusive of service tax/VAT (or sales tax where applicable). No price increases shall apply without Buyer's written approval. No expenses are payable unless Buyer has given advance written approval. All requests for reimbursement for expenses must be accompanied by documentation in a form and detail sufficient to satisfy the tax authorities' requirements on recognition of expenses for corporate tax purposes. Prices shall remain valid till one year from the date of purchase order for repeat orders (if any).
- 5.1 After Buyer has accepted the Goods and/or Deliverables, Vendor may invoice Buyer for the supply of Goods and/or Services as agreed with Buyer in the Purchase Order, setting out the Purchase Order number, actual number of hours worked, itemised reimbursable costs and any applicable VAT (or sales tax where applicable) as a separate line item on the invoice in accordance with the applicable tax legislation. Undisputed invoices shall be paid as per the terms mentioned in the purchase order. Payment is subject to date of verification of receipt of goods. Vendor shall not withhold supplies for any reason without the Buyer's written agreement. Without prejudice to any other right or remedy, Buyer may set off any amount owing from Vendor to Buyer against any amount payable by Buyer to Vendor whether under the Agreement or any other contract between them.

- 5.2 It is being clarified that payment does not mean acceptance of the products and UPES shall have right to reject and claim damages if Products do not meet the specified requirement of UPES. UPES shall have right to either set off such claims against payments from current or future Orders.

### 6. Variations

- 6.1 Buyer shall have the right, from time to time during the Agreement, to provide a written notice to Vendor to vary the quantities, delivery dates or destinations of the Goods and/or Deliverables and Vendor shall carry out such variations and be bound by the same terms and conditions, so far as applicable, as though these variations were stated in the Agreement.
- 6.2 Where Vendor receives any written notice of variation from Buyer which requires an amendment to the price, Vendor shall promptly give written notice to Buyer giving the amount of any such price amendment by applying the same level of pricing as that contained in Vendor's tender or quotation (as the case may be). If, in the opinion of Vendor, any such variation is likely to prevent Vendor from fulfilling any of its obligations under the Agreement, Vendor shall give written notice of this to Buyer and Buyer shall decide whether or not the variation shall be carried out and shall give written instructions to Vendor. No variations shall have effect until Buyer gives such written instructions.

### 7. Ownership of Intellectual Property Rights

- 7.1 All Intellectual Property Rights created by Vendor specifically for the purposes of the Agreement shall be transferred and belong to Buyer and Vendor shall do all such things and execute all such documents as may be reasonably required by Buyer to ensure that all such Intellectual Property Rights are effectively assigned to Buyer. Vendor hereby assigns absolutely to Buyer all such Intellectual Property Rights as are capable of legal assignment by the Agreement Any Confidential Information and any Intellectual Property Rights in Confidential Information shall remain the property of Buyer and/or its Associates.

### 8. Code of Conduct and Ethics for Vendors/Suppliers

- UPES\* is committed to acting honestly and ethically. We expect the same of our suppliers. The UPES Code of Conduct and Ethics establishes principles of appropriate behavior and ethical conduct for UPES employees. This Code of Conduct and Ethics for Suppliers sets similar standards for our suppliers.

#### 8.1 Records and Reporting

- Suppliers must keep accurate records of all matters related to their business with UPES, including the proper recording of all expenses and payments. If UPES is being charged for a supplier employee's time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

#### 8.2 Assets and Information

- Suppliers should protect UPES's assets and information. Suppliers, who have been given access to UPES's assets, whether tangible or intangible, should use them only within the scope of the permission granted by UPES and for the purposes of the engagement with UPES. Suppliers who have been given access to UPES's confidential information should not share this information with anyone unless authorized to do so by UPES. If a supplier believes it has been given access to UPES's confidential information in error, the supplier should immediately notify its contact at UPES and refrain from further distribution of the information. Suppliers should not share with anyone at UPES information related to any other person or organization if the supplier is under a contractual or legal obligation not to share the information.

- \* References in this Code to "UPES" include UPES and its affiliates. This Code applies to all suppliers of goods or services to any UPES entity, and to their employees, agents, and contractors supplying goods to or performing services for UPES.

#### 8.3 Bribery and Corruption

- UPES has a zero tolerance policy for making or accepting bribes or kickbacks. In connection with any transaction as a supplier to UPES, or that otherwise involves UPES, suppliers must not transfer anything of value, directly or indirectly, to anyone, including government officials, employees of government-controlled entities, or employees of UPES or any other organization, in order to obtain any improper benefit or advantage. Suppliers acting on behalf of UPES must comply with all applicable laws dealing with bribery. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of UPES, or out of funds provided by UPES. Suppliers must furnish a copy of this accounting to UPES upon request.

#### 8.4 Gifts, Meals, Entertainment, and Other Business Courtesies

- UPES employees may exchange gifts, meals, entertainment, and other business courtesies with suppliers only if they are reasonable, infrequent, and modest in amount, as well as consistent with local law, custom, and practice. In some instances, UPES employees may be subject to monetary limitations on the value of such business courtesies that may be given or received. In all cases, UPES employees must never offer or accept such courtesies under circumstances where they could appear, or appear to affect, decision making. And they must never give or receive cash. We expect our suppliers to respect these restrictions.

#### 8.5 Conflicts of Interest

- Suppliers should have no financial relationship with any UPES employee with whom the supplier may interact as part of their engagement with UPES. Suppliers should take care that any personal relationship with a UPES employee is not used to influence the UPES employee's business judgment. If a supplier has a family or other relationship with a UPES employee that might represent a conflict of interest, the supplier should disclose this fact to UPES or ensure that the UPES employee does so.

#### 8.6 Speaking Up

- Suppliers who believe that a UPES employee, or anyone acting on behalf of UPES, has engaged in illegal or improper conduct should report the matter to UPES. Suppliers can raise the issue with the employee's manager, or contact UPES's ethics and compliance personnel at [deepa.verma@upes.ac.in](mailto:deepa.verma@upes.ac.in). A supplier's relationship with UPES will not be affected by an honest report of potential misconduct.

### 9. Termination:

- 9.1 The Buyer may at any time by written notice terminate the Agreement instantly in whole or in part without compensation to the Vendor if any of the following events occur:

- 9.1.1 indiscipline by employee of Vendor or commission of a breach of any of the terms of the Agreement;

- 9.1.2 a receiver, administrator, liquidator or trustee in bankruptcy is appointed over the Vendor, or if any analogous insolvency event occurs in any jurisdiction in which Vendor operates;

- 9.1.3 end or ceases or threatens to cease to carry on its business; or

- 9.1.4 Control of more than 50% of the voting rights in the Vendor is transferred.

### 10. ARBITRATION

- Except for seeking interim injunction in the court of competent jurisdiction, it is mutually agreed between the Parties that all differences or disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations. If such differences cannot be resolved by discussions and negotiations then the same shall be referred to the arbitration of sole arbitrator, who shall be appointed by the Vice-Chancellor of the University. In the event of appointing authority fails to appoint the sole arbitrator, then the arbitrator shall be appointed under the provisions of Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator so appointed will be final and binding on both the Parties. The provisions of Arbitration & Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration. The arbitration proceedings will be held in Delhi and the courts in Delhi alone shall have exclusive jurisdiction in respect of all such matters. The cost of Arbitration proceedings shall be borne equally by both the parties.

TERMS AND CONDITIONS - PURCHASE ORDER NO 3001474 ISSUED 30.08.2017

