

PURCHASE ORDER TERMS AND CONDITIONS

1. General

This Purchase Order is an offer by System Level Solutions (India) Private Limited or an affiliated entity of System Level Solutions, Inc. ("Buyer") to the seller listed on the accompanying Purchase Order as Supplier ("Seller") and acceptance is limited to its provisions without additions, deletions, or other modifications. Buyer will not be responsible for goods or services delivered without issuance of its standard Purchase Order.

2. Acceptance

Seller's written acceptance or commencement of performance of this Purchase Order shall constitute acceptance. If Seller does not accept this Purchase Order in writing within ten (10) days of Seller's receipt of this Purchase Order, this Purchase Order shall be deemed accepted by Seller. Buyer may withdraw this Purchase Order any time before acceptance.

This Purchase Order may be accepted by delivering the goods or services by the specified delivery date. This Purchase Order is limited to the terms and conditions:

- (i) specified herein;
- (ii) specified on the face of the accompanying Purchase Order; and
- (iii) if applicable, specified in Buyer's written agreement with Seller.

Acceptance of all or part of the goods or services shall not

- (i) waive Buyer's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order;
- (ii) bind Buyer to accept future shipments of goods or services; or
- (iii) preclude Buyer from making any claim for damages or breach of warranty.

All purchases are subject to inspection and rejection by Buyer notwithstanding prior payment. Rejected goods will be returned at Seller's expense for transportation both ways and all related labor and packing costs. No goods returned as defective by Buyer shall be replaced by Seller without written permission of an authorized agent of Buyer.

Buyer may at any time, by written order, make changes within the general scope of this Purchase Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of this Purchase Order, Seller may request an adjustment in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly upon agreement by the parties.

3. Compliance with Laws

Seller warrants to Buyer that the goods and services shall be provided, manufactured, shipped, stored, and otherwise handled in strict compliance with all applicable laws, codes, ordinances, regulations, executive orders, and industry standards.

4. Title

Title conveyed to Buyer by Seller shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

Indemnification

Seller agrees to defend, indemnify and hold harmless Buyer, officers, directors, shareholders, affiliated entity, employees, agents, representatives, successors and assigns ("Indemnitees") from all losses, liabilities, damages, and/or expenses which may be sustained or claimed against an Indemnitees:

- (i) arising out of defective goods or negligent services hereby ordered;
- (ii) arising from injury to Seller employees while in the course of providing goods or services to Buyer or affiliated entity;
- (iii) arising from Seller's use of automobiles, trucks, or heavy equipment; or
- (iv) based on a claim that the goods or services supplied by Seller infringe a patent, copyright, or trademark or misappropriate a trade secret of a third party.

Seller shall, at the request of Buyer or affiliated entity, defend any such claim, action or lawsuit. If the goods or services become, or in Seller's opinion, are likely to become the subject of any infringement claim, Seller shall do one of the following at Seller's option and expense: (i) procure for Buyer the right to continue using the goods or services; (ii) replace or modify the goods or services so that they become noninfringing without losing functionality; or (iii) terminate Buyer's right to use the goods and/or services, whereupon Seller will refund to Buyer all amounts paid for such goods or services. The indemnity under this Paragraph "[Indemnification](#)" shall survive delivery and acceptance of goods and services and termination or expiration of this Purchase Order and/or Buyer's written agreement with Seller, if applicable.

5. Price

The price for goods and services ordered hereby shall be the lower of: (i) the price stated on the accompanying Purchase Order or (ii) the same price charged by Seller to its most favored customers at the time of shipment of goods or provision of services of the same kind and quality taking into account quantity discounts. Price is inclusive of applicable taxes, freight, all packaging and handling, transportation, and insurance unless explicitly indicated on the face of this Purchase Order or agreed to in writing by Buyer.

6. Taxes

Any tax, tariff or duty which is imposed upon Seller by any governmental authority and included by the Seller in the price shall be separately stated on Seller's invoice(s).

7. Delivery

Unless designated otherwise: (i) For Domestic Orders: all deliveries are "F.O.B. Destination" to the location designated on this Purchase Order and (ii) For International Orders: all deliveries are "Delivered Duty Paid" as defined by Incoterms from time to time. For both domestic and international orders, all risk of loss shall remain with Seller until goods and services have actually been received and accepted by Buyer at the applicable destination according to the terms and conditions of this Purchase Order. The goods or services ordered must be received no later than the delivery date specified.

Unless otherwise agreed by Buyer in this Purchase Order, the Seller shall take out a comprehensive transit insurance (including but not limited to theft, pilferage, accident) for the goods supplied by the Seller. The Buyer shall not be liable for any losses arising due to breakage, loss, damage or defect due to non compliance of any instructions on the part of the Buyer in the transport and delivery of the goods.

8. Quantities

Quantities of goods or services ordered may not be changed without the prior written approval of Buyer. If the total or any portion of the goods received either exceeds or falls below the quantities ordered, Buyer shall have the right to reject and return any such shipments or portions thereof at Seller's expense for transportation both ways and all related labor and packing costs.

9. Packaging and Shipping

All shipping containers shall be packed and packaged to:

- (i) ensure safe arrival to final destination;
- (ii) secure the lowest transportation costs;
- (iii) comply with requirements of common carriers;
- (iv) meet Buyer's written instructions; and
- (v) meet the requirements of all applicable laws, ordinances, rules and regulations.

Each package or container shall be marked clearly to show this Purchase Order number, ship date, and name of consignee and consigner. An itemized packing list shall be included in each shipment.

10. Invoices

Seller shall issue a separate invoice for each separate shipment. Each invoice shall include:

- (i) the Purchase Order number;
- (ii) Buyer's part numbers; and
- (iii) quantities shipped.

Unless otherwise agreed by Buyer in this Purchase Order, undisputed amounts shall be paid within 30 days of receipt and acceptance of goods or services and a correct invoice. Delays in receipt of goods or services, acceptance of goods or services, or a correct invoice will be just cause for Buyer to withhold payment without losing discount privileges.

Warranties

Seller warrants that the goods or services delivered, the packaging, labelling and sorting thereof, any installation, repair, and maintenance of goods, and any other performance pursuant to this Purchase Order, will:

- (i) be free of infringement of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity, or misappropriate any trade secret or violate any license or any other rights;
- (ii) be free from defects in material and workmanship, be of even kind and quality and run without variation;
- (iii) be of merchantable quality;
- (iv) be fit for the intended use of the Buyer, Buyer's customers and any other intended uses of such goods and shall be new and not refurbished; and
- (v) be of grade and performance in conformity with all specifications, blueprints, designs, drawings, samples, models, descriptions, instructions, and other items referred to in this Purchase Order.

Seller also warrants that the goods or services to be delivered hereunder were produced in compliance with all applicable requirements of the Labour laws of India. Seller shall maintain, solely at Seller's cost and expense, all licenses, permits, approvals, and the like necessary to conduct its business and perform its obligations under this Purchase Order.

11. Inspection

Buyer shall have the right to inspect and test the goods or services ordered at any time, including during the manufacture and construction, or preparation, notwithstanding any prior payment or inspection. Defective goods or services not in compliance with Buyer's drawings, specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Buyer may at its choice provide an inspection report for defective goods or services. Without limiting any rights it may have, Buyer at its sole option may require Seller, at Seller's expense to:

- (i) promptly repair or replace any or all rejected goods and/or services or
- (ii) refund the fees paid for any or all rejected goods and/or services.

All such rejected goods will be held for Seller's prompt instruction and at Seller's risk. Rejected goods will be transported for return to Seller or destroyed at Seller's cost. Nothing contained herein shall relieve in any way Seller from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims Buyer may have against Seller or any other party.

Right to Cover

If Seller repudiates this Purchase Order or fails to make delivery within the time specified herein, time being of the essence in connection with this Purchase Order (or, if no time of delivery has been specified, within a reasonable time after acceptance by Seller) or if Buyer rightfully rejects the goods or services or justifiably revokes acceptance thereof, then with respect to any and all goods or services involved, Buyer may pursue any remedy available including, without limitation, cancellation of this Purchase Order in whole or in part. In addition to recovering so much of the price as has been paid and irrespective of whether Buyer has cancelled this Purchase Order, Buyer may "cover" and have damages as to all goods and services affected whether or not they have been identified to this Purchase Order. Buyer may "cover" by making, in good faith and without unreasonable delay, any reasonable purchase of or contract to purchase goods or services in substitution for those due from Seller. Buyer shall recover from Seller as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages.

Cumulative Remedies

The rights and remedies under this Purchase Order are cumulative and are in addition to a not in substitution for any other rights and remedies available at law or in equity or otherwise.

12. Limitation of Liability

Buyer's liability to pay any amount to Seller for any reason shall not exceed the amount Buyer has agreed to pay Seller for the goods or services. BUYER SHALL NOT BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSSES ARISING FROM THE PURCHASE OF GOODS AND/OR SERVICES REGARDLESS OF THE CAUSE OF ACTION OR THE FORM OF THE CLAIM FOR DAMAGES, AND EVEN IF BUYER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Miscellaneous

Seller shall not assign this Purchase Order or any rights, nor delegate any duties to any third party. Any attempt to do so will be void. This Purchase Order shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each party is an independent contractor of the other party. Nothing contained in this Purchase Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the Buyer in any manner whatsoever. No relationship of exclusivity shall be construed from this Purchase Order.

Confidential Information

Buyer's confidential and proprietary information includes, without limitation, its business plans; business strategies; marketing plans; industry and competitive information; technology, design, drawing, specification, product and proposed product information; pricing and cost arrangements and agreements with Buyer, distributors, customers, suppliers, licensors and licensees; information relating to its customer base; information concerning employees and financial information. All such confidential and proprietary information shall (a) remain the property of Buyer, (b) be carefully preserved and maintained by Seller at its expense, and (c) be promptly returned to Buyer or satisfactorily accounted for

upon completion of this Purchase Order or upon Buyer's written demand. Seller shall not use the Buyer's confidential information for any third party without prior written approval from Buyer.

The reproduction of articles, such as drawings, models, patterns, samples or similar items, is allowed only within the bounds of operational requirements and provisions of industrial property or other intellectual property. This Purchase Order does not give the Seller a license, implied or express, or other rights to Buyer's confidential information. The return of confidential information (or portion thereof) shall in no event relieve the Seller of its obligations contained in this Purchase Order. The Seller agrees to maintain the confidential information received by it during the execution of this Purchase Order, for a period of 10 (ten) years, after termination and / or expiration of this Purchase Order or till such information is available in public domain whichever is earlier.

Either party's employees, consultants, agents, representatives and sub-contractors shall have to be placed under the similar confidentiality obligations as each party itself.

Neither party shall be allowed to use this commercial relationship for promotion or advertising.

In the event of any wilful breach of the confidentiality obligations stated herein above applicable to confidential information (except IPR), the breaching party undertakes to indemnify and keep indemnified the non-breaching party from and against any or all actual and direct loss, damages, claims (including reasonable attorney fees) ("Loss") arising from said breach, provided that said Loss is corroborated by documentary evidence.

Without prejudice, parties understand that money damages may not always be a sufficient remedy for any breach of confidentiality obligations. In such case, the non-breaching party shall be entitled to equitable relief, including injunction and specific performance as well.

14. Intellectual Property Rights (IPR)

The Seller is granted with limited permission to affix trademark/logo and/or any other IPR of Buyer on the goods to be supplied in accordance with the terms and conditions of this Purchase Order and the Seller shall not supply such branded goods to any other buyer/dealer of Buyer, directly and/or indirectly, without written authorization of Buyer in this behalf.

The Seller shall not, individually and/ or in collusion with any third party misuse or cause to misuse any IPR of the Buyer. If in case it comes to the knowledge of and is established by the Buyer that the Seller in collusion with the third party has caused a deliberate misuse and / or willful infringement of the Intellectual property rights of the Buyer, then the Buyer shall be entitled to initiate arbitral action against the Seller (as per Paragraph ["Dispute Resolution"](#)). Except for the remedy stated herein, no other remedy under this Purchase Order, or in law or equity shall be available for said offence.

15. Record Retention, Inspection and Audit Rights

Seller shall maintain complete books and records, including inspection records, with respect to all goods and services, which records shall be in English and be available to Buyer during performance of this Purchase Order and until the later of ten (10) years after final payment; final resolution of any dispute involving the goods or services delivered hereunder; or the latest time required by applicable law or regulation. Seller shall at any time, and after reasonable notice to Buyer, (i) grant to Buyer, Buyer's

customers and/or to any applicable regulatory authority, unrestricted access to (or if Buyer so requests, provide to Buyer copies of) such books and records, wherever such books and records may be located (including third-party repositories), and (ii) provide Buyer, Buyer's customers and/or any such authority the right to access or perform any type of inspection, test, audit or investigation at Seller's premises, including manufacturing and test locations, for the purpose of enabling Buyer to verify compliance with the requirements of this Purchase Order or for any other purpose indicated by Buyer's customers or said authority in certification, manufacture, use and/or connection with the design, development or support of the goods or services. Seller and its subcontractors shall furnish all reasonable facilities and assistance for the safe performance of the inspection, test, audit and/or investigation.

16. Changes by Seller

Seller shall notify Buyer in advance of obsolescence or discontinuation of any materials, process or products. Changes by Seller to the goods, manufacturing process, location of manufacturing facility, sub-suppliers and raw materials or construction thereof, will not be made without prior written approval from Buyer.

17. Statutory Compliances

The Seller shall adhere to all the statutory compliances under all the labour and employment laws as may be applicable from time to time and any other Acts, Ordinances, Rules, Regulations and directives which may be applicable from time to time, which impact/ affect the goods or services under this Purchase Order, or, its production as such.

18. Force Majeure

Failure of Buyer to take shipments of goods or receive services hereunder, if occasioned by fire, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble, governmental regulation, or any other circumstances of like or different character beyond Buyer's reasonable control, or if occasioned by partial or complete suspension of operations at any of Buyer's offices or other business locations, shall not subject Buyer to any liability to Seller by reason thereof, but, at Buyer's option, the total quantity covered by this Purchase Order may be reduced by the extent of omitted shipments or services, or the specified delivery period may be extended by a time equal to that during which shipments or services shall be so omitted and such shipments shall then be made or services performed during the period of extension.

19. Waiver

A waiver of any term, condition or default of this Purchase Order shall not be construed as a waiver of any other term, condition, or default. If any term or provision of this Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Purchase Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Entire Agreement

The Purchase Order represents the entire understanding between Buyer and Seller, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may be amended only

by written mutual agreement of the parties. In the event of a conflict between the terms and conditions of this Purchase Order and any amendment thereto, the Purchase Order shall govern and control. Notwithstanding the foregoing, the provisions of this Purchase Order will not supersede any provisions of any other previously written agreement(s) that are currently in effect between the parties that govern the provision of the goods or services that are the subject of this Purchase Order.

21. Governing Law

This Purchase Order shall be governed by and interpreted in accordance with the laws of India without giving effect to any choice or conflict of law rule that would cause the application of the laws of any other jurisdiction. The United Nation Convention on the International Sales of Goods shall not apply to any matter arising out of or relating to this Purchase Order.

22. Jurisdiction

Any legal suit, action or proceeding arising out of or relating to this Purchase Order shall be instituted in the courts of Ahmedabad, Gujarat, India and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Dispute Resolution

The parties will make their best endeavor to resolve disputes, controversies or claims by mutual deliberation. Despite the best efforts of the parties, if the parties fail to settle their disputes through negotiation, the parties will refer such dispute to arbitration by sole arbitrator to be appointed by mutual consent of the parties in accordance with the Arbitration and Conciliation Act, 1996 and any amendment thereof. The arbitration proceedings shall be held in Ahmedabad, Gujarat, India and the arbitration shall be conducted in the English language. Except to the extent required to implement the arbitral award, the parties undertake and agree that all arbitral proceedings and any decisions or award made thereto shall be kept strictly confidential. All information, documentation, material, in whatever form disclosed in the course of such arbitral proceedings shall be used solely for the purpose of those proceedings. The provisions of this Paragraph "[Dispute Resolution](#)" shall survive expiry or termination of this Purchase Order. Each party must bear its own expenses in connection with the arbitration process.

Notices

All notices, requests, consents, claims, demands, waivers and other communication hereunder (each a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). Except as otherwise provided in this Purchase Order, a Notice is effective only upon receipt of the receiving party and if the party giving the Notice has complied with the requirements of this Section.

Software Provisions

In addition to the terms set forth above, the following terms apply as relevant to Buyer's purchase of any Software pursuant to this Purchase Order:

License Grant and Limitations

Seller hereby grants to Buyer and Buyer contractors, consultants, and/or agents, a nonexclusive, transferable, worldwide, royalty-free, fully paid, perpetual license (unless specified otherwise in an ordering document) to use, display and reproduce the Software. Seller reserves all rights not expressly granted to Buyer herein. Buyer shall not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software except as permitted by law and this Purchase Order. All Software shall be delivered electronically; if Seller is unable to deliver Software electronically, it shall deliver media containing the Software and Documentation to Buyer at the delivery address specified in this Purchase Order.

Title to Software

Seller retains title and intellectual property rights to the Software provided hereunder, and does not convey any proprietary interest therein to Buyer other than the license specified above.

Notwithstanding anything to the contrary included herein, all right, title and interest in and to the following shall vest in Buyer and shall be the sole and exclusive property of Buyer, and Buyer does not convey any proprietary interest therein to Seller: (a) any data used in combination with the Software; (b) all output derived from the use of the Software; and (c) any additional computer programs that Buyer develops to operate in combination with the Software for purposes of, including but not limited to, interoperability with Buyer or third party systems, technology and/or software and/or development of application.

Software Warranties

In addition to, and without limiting the warranties set forth in Paragraph [“Warranties”](#) herein, Seller represents and warrants that: (a) all Software shall conform in all respects to all applicable documentation; and (b) any disk(s) or other media on which the Software is recorded will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of delivery; (c) the Software and documentation are not subject to any open source or third party licenses that would impose any obligations, encumbrances, royalties, restrictions or requirements on Buyer; (d) the Software is free of any and all viruses, Trojan horses, trap doors, protecting codes or any other internal components, devices or mechanisms which are intended to: (i) cause the Software to perform any material functions other than those described in the Documentation provided to Buyer; (ii) halt, disrupt, limit access or grant improper access to or sabotage the Software or any other system, process or device; or (iii) reveal any data or other information accessed through or processed by the Software or other systems, processes or devices without the user’s consent; and (e) the remedies set forth in Paragraph [“Right to Cover”](#) herein shall apply to any defective or non-conforming Software provided hereunder.

Ownership of Work Product

For purposes of this Purchase Order, "Work Product" includes, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, which result from or relate to the services performed pursuant to this Purchase Order, and all copies thereof. Standard Goods manufactured by Seller and sold to Buyer without having been designed, customized, or

modified for Buyer do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Buyer. Seller hereby agrees to irrevocably assign and transfer to Buyer and does hereby assign and transfer to Buyer all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. Buyer will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure that Buyer deems appropriate. Seller agrees: (a) to disclose promptly in writing to Buyer all Work Product in its possession; (b) to assist Buyer in every reasonable way, at Buyer's expense, to secure, perfect, register, apply for, maintain, and defend for Buyer's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Buyer's name as it deems appropriate; and (c) to otherwise treat all Work Product as Buyer Confidential Information as mentioned in Paragraph "[Confidential Information](#)". These obligations to disclose, assist, execute, and keep confidential survive the expiration or termination of this Purchase Order. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Buyer. Seller will ensure that Seller parties appropriately waive any and all claims and assign to Buyer any and all rights or any interests in any Work Product or original works created in connection with this Purchase Order. Seller irrevocably agrees not to assert against Buyer or its direct or indirect customers, assignees, or licensees any claim of any intellectual property rights of Seller affecting the Work Product. Buyer will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities, or trade secret or Buyer Confidential Information, unless (i) such works relate to Buyer's business, or Buyer's actual or demonstrably anticipated research or development, or (ii) such works result from any services performed by Seller for Buyer.