

All intellectual property rights in and to each deliverable shall vest in CACTUS free and clear of all liens and encumbrances on receipt of payment by Vendor for each deliverable. To the extent that any deliverables contain any intellectual property of Vendor, Vendor hereby grants to CACTUS a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the deliverables.

Indemnification

The Vendor agrees to indemnify and hold harmless CACTUS including its officers and directors, employees and its affiliates and their respective successors and assigns, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all legal expenses) arising out of or based upon any false representation or warranties or breach or failure by the Vendor to comply with these Terms, breach of applicable laws by the Vendor, negligence or willful misconduct by the Vendor.

Assignment

The Vendor shall not transfer or assign its obligations under this agreement, or any part thereof without the prior written consent of CACTUS.

Independent Contractor

Supplier will perform its obligations under this Terms as an independent contractor and in no way will Supplier or its employees be considered as employees, agents, partners, or joint venturers of CACTUS.

Compliance with Law

The Vendor shall comply with applicable laws such as Data Protection, Privacy, Anti-Corruption, Anti-Bribery laws, etc. and also comply with the applicable policies of CACTUS while providing the services under this PO.

Termination

CACTUS reserves the right to terminate the PO, in whole or in part, at any time for convenience, by giving two (02) days written notice to the Vendor.

Either party may terminate the PO for a material breach of these Terms by the other party, subject to a written notice of the breach and a thirty (30) days opportunity to cure.

Dispute Resolution and Governing Law

Both the parties agree to amicably resolve any dispute or claim arising out of this transaction before resorting to any legal action.

All disputes arising out of or in connection with these Terms shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of India. Any legal proceedings arising out of these Terms or relating thereto, shall be instituted in Mumbai courts only, to the exclusion of other courts.

Miscellaneous

Any modifications to the PO or these Terms must be agreed upon in writing and signed by both the parties.

If the parties have executed a Master Service Agreement, then it will prevail over the Terms of the PO. In any event, any additional or different terms specified or referenced in the Vendor's invoice / order form are hereby excluded and shall not be deemed effective or binding.



Raghunath S. Bhosale
Head, Procurement