

AVANADE PURCHASE ORDER TERMS AND CONDITIONS ("Terms and Conditions")  
(Applies to all Avanade Issued Purchase Orders in the United Kingdom)

These Terms and Conditions and the purchase order to which they are attached ("Purchase Order" and the statement of work ("Sow") attached thereto, if any, the Terms and Conditions together with the Purchase Order and Sow referred to as the "Agreement") set forth the entire understanding between Avanade Europe Holdings Ltd, (registered number 05231764) having its registered address at 60 Queen Victoria Street, London EC4N 4TR or an Affiliate (as defined below)("Avanade") and the company set forth on the Purchase Order ("Vendor" or "Supplier") with respect to the performance of services ("Services") and/or the furnishing of goods ("Products") described on the Purchase Order. These Terms and Conditions and Purchase Order supersede all prior agreements, arrangements, representations (except fraudulent representations) and communications (whether oral or written), including any terms of service, terms of use, or click-through terms, regarding the Products and Services. Each party agrees that it has not been induced to agree to the Agreement by any representation other than that expressly set out in the Agreement.

This Agreement will control over any different terms or conditions contained in any quote, quotation, invoice, acknowledgement form or other document issued by Vendor ("Vendor Communication"). Any additional terms in a Vendor Communication are hereby rejected by Avanade and shall not be binding on Avanade unless specifically agreed to in a writing that expressly references such terms that is signed by Avanade's authorized representative. Avanade's signature on any Vendor Communication will not constitute such a writing. Avanade's failure to object to terms contained in any Vendor Communication will not be a waiver of any term of this Agreement or an acceptance by Avanade of any term in a Vendor Communication. Vendor shall not condition any delivery or commencement of performance upon the abrogation or modification of any of the Terms and Conditions included in this Agreement.

The Purchase Order will be deemed accepted by Vendor, if Vendor does not reject it within three (3) business days (Monday through Friday other than UK Public Holidays) of receipt, in writing and with specificity.

1. **Scope.** The Products and/or Services are purchased by Avanade in conjunction with Avanade's and its Affiliates' (defined below) business purposes, which may include use in the provision of services to its third-party customers or any of Avanade's Affiliates' third-party customers ("Clients"). If this Purchase Order is issued by Avanade as a blanket order, Avanade shall purchase only those quantities of Products or Services that it specifically requests under separate subsequent release orders issued by Avanade to Vendor. Vendor acknowledges and agrees that this Purchase Order is a nonexclusive agreement, and Avanade reserves the right to obtain the same or similar Products or Services through third parties. Moreover, Vendor understands it has no authority to bind Avanade in any contractual arrangement with any third party. For purposes of this Agreement, "Affiliate" shall mean in relation to Avanade any UK entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland and its successors; and in relation to the Vendor, means any entity that directly or indirectly controls, is controlled by, or is under common ownership or control with the Vendor ; with "control" or variants of it meaning ownership of 50% or more of the voting equity interests, or the power or ability, whether directly or indirectly, to otherwise direct the affairs of another by means of ownership, contract, or otherwise.
2. **Rights in Software Products.** Vendor grants to Avanade an irrevocable, nonexclusive, worldwide, perpetual, royalty-free, and fully paid up right and license to install and use copies of the Software (defined below) for the business purposes of Avanade and its Affiliates and in the provision of services to Avanade's Clients. "Software" shall mean any software and documentation identified in or associated with the Products or Services described herein or in any attachment made part of this Agreement. Unless

specifically stated in the Purchase Order, this license is not subject to any limitations, including but not limited to number or identity of users, models or capacity of processors, location of use or installation. Avanade shall be entitled to host and/or support data of its Clients using the Software (and any associated Products or Services, as applicable) in the UK. Avanade shall be entitled to use the Software (and any associated Products or Services, as applicable) on its own behalf or on behalf of Clients in a third party owned data center.

3. **Ownership of Deliverables and Confidential or Proprietary Information.** All new materials prepared or created by Vendor and/or its agents or contractors for Avanade pursuant to this Agreement and the conceptual content thereof (collectively, "Deliverables"), will be considered "works made for hire" and will be owned exclusively by Avanade, and pursuant to the Copyright, Designs and Patents Act 1988 (as amended, superseded or reenacted), Avanade will be the author of such Deliverables. If any such Deliverables may not be considered a "work made for hire", Vendor hereby irrevocably assigns and will assign to Avanade all intellectual property rights in such Deliverables. To the extent, if any, that the foregoing does not provide Avanade with full ownership, right, title, and interest in and to the Deliverables, Vendor hereby grants Avanade an exclusive, perpetual, irrevocable, fully-paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import the Deliverables, with the right to sublicense each and every such right. Where applicable, Vendor hereby forever waives all moral rights (as defined in the Copyright, Designs and Patents Act 1988 (as amended, superseded or reenacted) with respect to the Deliverables supplied hereunder in so far as they relate to Avanade and agrees that it has obtained all waivers of moral rights and consents from any employee, agent, subcontractor or other third party necessary to comply with its obligations under this Section 3. Vendor will acquire from its employees and agents or contractors who may carry out or assist with any Services under this Agreement or otherwise contribute to such Deliverables all such rights as may be necessary so that Avanade will receive the rights hereby agreed to be conveyed and vested in it, free of any claims of such employees, agents and contractors. Vendor will execute such documents, and provide such assistance as Avanade may reasonably request to give full effect to the provisions of this paragraph (at Avanade's expense). Vendor warrants that it holds the rights, title and interest necessary to convey the rights, title and interests conveyed in this paragraph. Vendor acknowledges and agrees that the Deliverables are Avanade Confidential Information.

As between Vendor and Avanade, any part of any Avanade property that Avanade provides to Vendor, including without limitation, software, technology documentation, diagrams, reports, flow charts, other works of authorship, technology logic, technology architecture, formulae, algorithms, inventions and invention disclosures, ideas, improvements, techniques, know-how, proprietary information, methodologies, and trade secrets (collectively, "Avanade Property") or otherwise obtained by Vendor, will at all times remain the property of Avanade, its Clients or its suppliers. Avanade hereby grants to Vendor a non-assignable, non-exclusive, non-sublicensable, royalty-free, worldwide license to use, copy, display and modify the Avanade Property solely as necessary to provide the Services. Vendor will have no other rights in such Avanade Property other than the limited right to use such property or for the purposes expressly set forth herein. Except as expressly set forth in this Agreement, nothing in this Agreement will be construed to grant Vendor any ownership right or license in any Avanade Property. Vendor shall use such property at its own risk and shall be responsible for all losses of or damage to said property while in Vendor's custody. Vendor shall maintain all such property in good condition and repair and Avanade makes no warranties or representations, express or implied, of any nature with



respect to such property and Avanade expressly disclaims the warranties of merchantability and fitness for a particular purpose. Vendor acknowledges that all parts and materials supplied by Avanade to Vendor to be used in producing the Products or performing the Services have been received in good condition and will be used only for performing this Agreement.

4. Pricing, Invoicing and Payment. The pricing stated in the Purchase Order includes all charges and costs to be borne by Avanade for the Products and Services. The Purchase Order shall not be filled at higher prices than specified unless such increased prices have been authorized in a writing signed by an authorized representative of Avanade. If price terms are omitted from the Purchase Order, the price of the Products Goods and Services shall be the lower of: (a) the price last quoted by Vendor; (b) the last price paid by Avanade to Vendor for like goods and services; or (c) the prevailing market price at the time of shipment. Any pass-through costs or expenses must be pre-approved by Avanade in writing in order for Vendor to receive reimbursement for such costs and expenses. Avanade will not pay Vendor any mark-up, administrative or other fee in connection with the pass-through costs. Any equipment or tangible property or materials for which Avanade pays as a pass-through cost shall be owned by Avanade, and Vendor shall take those steps necessary to transfer or otherwise vest ownership in Avanade unless Avanade agrees otherwise in writing. Vendor represents and warrants that the price charged for the Products and Services ordered herein are not higher than those currently extended by Vendor to its other customers buying the same or similar Products and Services in equal or smaller quantities. If, before delivery of the Products or performance of the Services, Vendor reduces the prices for like Products or Services to one or more of its customers, the prices specified in this Purchase Order shall be likewise reduced. With respect to any price reduction applicable to Products, Vendor shall promptly grant Avanade a corresponding price reduction or account credit for the amount of the price reduction for each unit of affected Products obtained from Vendor which is in Avanade's inventory on the effective date of the price reduction. In the event that Vendor should increase the price charged for the Products or Services ordered, prior to the delivery thereof, Vendor will honor this Purchase Order at the prices quoted on the face of this Purchase Order or as provided in Section 4 as applicable. Unless otherwise mutually agreed by the parties in writing, Vendor shall not make material commitments or production arrangements in excess of any amount required to meet Avanade's requirements or in advance of the time reasonably required to meet Avanade's delivery schedule. Vendor shall meet Avanade's requirements and comply with Avanade's schedule. Avanade reserves the right to: (i) refuse or return at Vendor's risk and expense shipments made in excess of Avanade's requirements or in advance of required schedules; or (ii) to defer payment on advance deliveries until Avanade's scheduled delivery dates.

Vendor may invoice for Products only upon shipment and Services only upon completion unless otherwise agreed. Payment is due net sixty (60) calendar days after Avanade's receipt of a correct and duly submitted invoice, along with any documentation requested by Avanade.

Invoices shall normally be submitted by e-mail in a non-manipulable format such as .pdf .tif or .jpg to [esc.invoice@accenture.com](mailto:esc.invoice@accenture.com). Exceptionally, where Supplier is unable to submit invoices by such means and in such format, it may deliver invoices to Accounts Payable, Avanade Europe Holdings Ltd, Abbey House, 18-24 Stoke Road, Slough, SL2 5AG United Kingdom.

The deemed date of receipt by Avanade of an e-mailed invoice will be the first business day following the date of the e-mail submission. The deemed date of receipt of an invoice submitted by first class post shall be the second business day following date of dispatch. In the event that an invoice remains unpaid for a period of sixty (60) calendar days following date of deemed receipt, Vendor shall immediately notify Avanade.

If Avanade disputes any prices or charges in an invoice, it shall notify Vendor within ten (10) calendar days of receipt of the relevant invoice, identifying clearly the disputed part of the relevant invoice. Vendor shall cancel the original invoice and reissue an invoice for the undisputed amount within five (5) calendar days. The parties shall promptly investigate any disputed invoice

and will act reasonably to seek to resolve the dispute. Any disputed invoice or part of an invoice agreed by Avanade to be payable following resolution shall be re-invoiced as appropriate. Notwithstanding the foregoing, Vendor shall continue to provide the deliverables as if the dispute did not exist.

Vendor shall be responsible for ensuring that all information on invoices is complete and accurate, and that specific reference is made to financial charge codes, purchase order numbers or job numbers submitted by Avanade personnel.

5. Inspection and Acceptance. Avanade may inspect and test the Products and Services at any time at the place of manufacture, prior to shipment and upon receipt or at such time or place as it shall choose, notwithstanding its having paid for the Products and Services prior to inspection. Products and Services shall be subject to final inspection and acceptance at Avanade's or its Affiliates' facility. Payment for Products and Services ordered hereunder shall not constitute acceptance. Products and Services shall be deemed accepted by Avanade if Avanade has not given notice of rejection within a reasonable time after receipt of the Products at Avanade's facilities or performance of the Services (but in any event not less than thirty (30) calendar days after receipt of the Products at Avanade's facilities or performance of the Services), except that no acceptance shall be deemed effective with respect to latent defects (whether or not known by the Vendor) or any failure to conform with any warranties specified in this Agreement, where such failures do not or would not become apparent (despite the carrying out of any examination). The process of inspection shall neither be deemed to constitute acceptance of the Products and Services nor shall it be deemed a waiver of any of Avanade's rights and remedies under applicable law. Failure to inspect the Products and Services shall not be deemed to constitute: (a) acceptance of any Products and Services with latent defects; or (b) waiver of any of Avanade's rights or remedies arising by virtue of any defect or nonconformance. Avanade's failure to specify any defect or nonconformance in rejecting any or all of the Products and Services shall not prevent Avanade from relying on such defect or nonconformance to establish a failure of the Products and Services to conform to warranties specified in this Agreement, to generally accepted industry standards for similar Products or to justify rejection. It is agreed that Avanade may reject the goods notwithstanding any provision contained in sections 11, 15A(1) or 35 of the Sale of Goods Act 1979, but subject to section 30(2A) of that Act.

Any Deliverables rejected under the above paragraph must at Avanade's request be replaced or reperformed as the case may be by the Vendor at the Vendor's expense. Alternatively, Avanade may elect (at Avanade's option) to cancel the Purchase Order pursuant to Section 7 in respect of the Deliverables in question and the whole of the remainder of the Deliverables (if any) covered by the Purchase Order. All rejected Deliverables will be returned to the Vendor at the Vendor's expense.

Notwithstanding Avanade's rights under the above paragraph, Avanade shall be entitled to return any Products to the Vendor for a full refund within fifteen (15) calendar days of delivery without incurring any costs or charges whatsoever.

Vendor agrees to permit Avanade to have access to the Vendor's facilities at all reasonable times for the purpose of inspecting the Products or Services set forth in the Purchase Order or work in process for production of such Products or Services and/or audit including but not limited to audits necessary to comply with applicable laws or verification of any certifications required by Avanade.

6. Packing, Marking and Shipping. Vendor shall pack, mark and ship all Products and Deliverables in compliance with all applicable transportation regulations and laws, good commercial practice, and in a manner adequate to insure the safe arrival of the Products and Deliverables at the named destination. Unless expressly noted on the Purchase Order, no separate or additional charges shall be payable by Avanade for containers, crating, boxing, bundling, dunnage, storage or similar procedures. Any expense incurred by Avanade as a result of improper preservation, packing, packaging, marking or method of shipment shall be reimbursed by Vendor. An itemized packing

list showing the Purchase Order number, Vendor part number and quantity shipped shall be included with each shipment and each container shall be marked to show the Purchase Order number.

7. Delivery and Cancellation. The terms, choice of carrier and routing of shipment shall be as specified on the face of this Purchase Order or as Avanafe otherwise directs. If not set forth on the Purchase Order or Avanafe does not so direct, then Vendor shall select the carrier and routing so as to meet the delivery dates set forth in the Purchase Order. Avanafe may revise shipping instructions as to any unshipped Products. Vendor will deliver the Products or provide Services on the applicable date set forth in the Purchase Order, or, if no date is specified, within ten (10) calendar days of the date of the Purchase Order. Time is of the essence under this Agreement. Vendor will notify Avanafe promptly of potential shortages or delays of more than three (3) business days, at which time Avanafe reserves the right to cancel such Products or Services without penalty.

During the performance of the Purchase Order, Vendor shall not make any changes in the design, material, process, procedures or practices affecting Products to be furnished or Services to be performed to be furnished by Vendor hereunder without the prior written consent of Avanafe.

If Vendor fails to make complete delivery as provided herein, Avanafe reserves the right to cancel the Purchase Order, in whole or in part, and to charge Vendor for any additional costs or expenses incurred in the replacement of such Products or Services. Avanafe may issue an alteration to the Purchase Order at any time (to the extent delivery or performance has not occurred), in whole or in part, effective upon Vendor's receipt of written notice from Avanafe, without penalty or charge. If any alterations materially affect the cost of furnishing the Products or Services, the price of the Products or Services, or the delivery schedule of the Products or Services, an equitable adjustment mutually agreeable to the parties shall be made by Avanafe. Vendor shall present claims for adjustment in writing within five (5) business days (or such other time period as may be agreed upon by the parties in writing) of receiving Avanafe's change notice or any such claim by Vendor for such adjustment shall be deemed waived. Price increases or extensions of time for delivery shall not be binding on Avanafe unless evidenced by an authorized change order to the Purchase Order approved by Avanafe's authorized purchasing agent. Further, Avanafe may terminate the Purchase Order for convenience at any time, in whole or in part, by written, electronic, or facsimile notice. In the event the Purchase Order is terminated by Avanafe, (i) Vendor's sole and exclusive remedy will be to receive payment of all unpaid and undisputed fees and reimbursement of all unpaid authorized expenses, if any, that are incurred prior to the termination date, and (ii) Avanafe will be entitled to a refund pro-rata or in full of any payments and any credits for Services which were not performed or delivered. Upon termination, Vendor and Vendor's agents and contractors will (a) cease all activity on the Purchase Order's Services, (b) promptly return without cost to Avanafe any Confidential Information of Avanafe, any Avanafe Property, and any other non-confidential documents and materials that were received from Avanafe pursuant to this Agreement, as applicable, in tangible, electronic, magnetic, laser, or other form, and copies made thereof, other than signed copies of this Purchase Order, and (c) deliver any partially completed or completed and not yet delivered Deliverables and related licensed pre-existing materials, if any, to Avanafe. Avanafe's performance hereunder shall be excused if rendered impossible or impracticable for a sustained period of thirty (30) calendar days.

8. Quantity. Vendor may supply only the quantity stated on the face hereof, notwithstanding any trade custom to the contrary. Any excess shall be returnable at Vendor's expense but Avanafe shall neither be required to return such excess nor shall Avanafe be liable for the care of any excess or for its value or for any damage resulting to such excess. Avanafe's count shall be accepted as correct as to the quantity received.
9. Title and Risk of Loss. Unless otherwise specified on the face of the Purchase Order, all Products shall be shipped to Avanafe's designated location or locations, with all customs, duties, taxes, freight, insurance and other costs and expenses relating to the transportation and delivery of the Products

being paid by Vendor. Title to Products will pass to Avanafe upon delivery. All risk of loss of, or damage to, the Products will be borne by Vendor until receipt of delivery of such Products. Vendor agrees to provide replacement of items lost or damaged in transit, at no additional charge, within three (3) business days of receipt of notice from Avanafe. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage even if Avanafe has agreed to pay freight, express or other transportation charges. Avanafe reserves the right to refuse collect on delivery shipments.

10. Taxes. Prices do not include VAT, which shall be applied in addition to the prices where applicable. Applicable taxes will be billed as a separate item or line item. Avanafe will pay value added tax for items and/or services provided under this Agreement, excluding taxes based solely on Vendor's income or property. Avanafe will pay value added tax, provided that Vendor itemizes such tax on a proper VAT invoice. Vendor will indemnify and hold Avanafe harmless from any interest or penalties imposed on Avanafe because of Vendor's improper payment of any taxes on Avanafe's behalf. If Avanafe is required to withhold or deduct any taxes from any payment, Avanafe will not be required to "gross up" the amount of such payment and will pay the total amount reflected on the invoice less value added tax. The parties will cooperate in good faith to minimize taxes to the extent legally permissible. Where applicable, each party will provide and make available to the other party any resale certificates, treaty certification and other exemption information reasonably requested by the other party.

11. Warranties. Vendor represents, warrants and undertakes that:

a. Vendor has the full right, power and authority to enter into and perform its obligations according to the terms of this Agreement.

b. The Products, Services and Deliverables as furnished to Avanafe will not infringe any copyright, patent, trade secret, trademark, or other intellectual property or proprietary right held by any third party.

c. The Products and Deliverables will be transferred by Vendor to Avanafe with full right, title and interest in and to the Products and Deliverables, free and clear of all liens and encumbrances. Vendor has good, valid and marketable title to the Products.

d. The Services will be performed by appropriately trained, experienced and skilled personnel in a professional and workmanlike manner in accordance with industry standards. Further, the Deliverables will substantially comply with the description, specifications, requirements and/or expectations set forth in the Agreement for a period of one (1) year following acceptance. In the event of a failure by Vendor to comply with the foregoing warranties, Vendor will re-perform the nonconforming portion(s) of the Services or Deliverables at no extra charge; however, in the event that Vendor is unable to cure any noncompliance within a reasonable period of time not to exceed thirty (30) calendar days then, at Avanafe's option, Vendor will refund the fees and expenses paid by Avanafe for the nonconforming portion(s) thereof.

e. Vendor will ensure that the Services, the Deliverables, and Vendor's performance of its obligations under this Purchase Order are in compliance at all times with all applicable British, EU, and foreign laws, rules, regulations, standards, policies and guidelines including but not limited to, those relating to the design, manufacture, testing, labelling, sale and transportation of the Deliverables. Vendor assumes all responsibility for providing to its employees any training that may be required to insure compliance with such laws and agrees to immediately remove upon Avanafe's request any of its employee who fail to comply with such policies, laws, and regulations.

f. Unless otherwise permitted by applicable law, Vendor will not, either directly or indirectly, solicit work from Avanafe's clients, when knowledge of the work opportunity is the direct result of this Purchase Order.

12. Losses Caused by Vendor. Vendor agrees that at all times that it and/or its employees or agents (including independent contractors, consultants and

subcontractors) are present on AvanaDe's or its Affiliates' premises or using any AvanaDe or its Affiliates' property or resources that they shall comply with AvanaDe's or its Affiliates' instructions, directions and rules applicable to visitors and use of its facilities including, but not limited to, those relating to the safety and security of persons and AvanaDe's property and intellectual property rights, appropriate use of technology, insider trading and prohibitions against harassment including sexual harassment. In the event that Vendor, its employees, agents or subcontractors at any time enter premises occupied by or under the control of AvanaDe or its Affiliates, Vendor shall indemnify and hold harmless AvanaDe and its Affiliates and their respective officers and employees from any loss, cost and expense (including reasonable attorneys' and expert witness fees), damage, expense or liability arising from, relating to or resulting from property damage, personal injury or death arising out of or in connection with the actions or omissions of Vendor, its employees, agents or subcontractors at any tier. Without in any way limiting the foregoing, Vendor shall maintain, and shall require its subcontractors at all times to maintain, public liability and property damage insurance in a reasonable amount but in no event less than £1,000,000 of commercial general liability insurance coverage per occurrence to cover the obligations set forth in this Section 12 and shall maintain proper worker's compensation insurance covering all employees performing obligations under this Agreement. Vendor shall furnish certificates of insurance before providing products or services to verify that Vendor's coverage is provided by a reputable insurance carrier annually at policy renewal and upon AvanaDe's request. If any of the foregoing insurance policies are cancelled or changed by Vendor or its insurer so as to affect the coverage required by these Terms and Conditions, Vendor shall notify AvanaDe in writing no less than thirty (30) calendar days prior to such cancellation or change. Vendor shall cause its authorized subcontractors or assignees to maintain the same or substantially similar insurance coverage.

13. Indemnification. Vendor will indemnify, defend and hold harmless AvanaDe and its respective directors, officers, employees, contractors and agents, and Affiliates ("Indemnified Parties") from and against any claims, demands, losses, costs, expenses, damages or other liabilities of any nature (including reasonable attorneys' fees and any of the foregoing related thereto) ("Claims") arising from or relating to (a) any bodily injury, death, or property damage caused by the negligence or willful misconduct of Vendor, its employees, agents or contractors; (b) any Claims alleging that any Products or Deliverables received by AvanaDe pursuant to this Agreement, or any use thereof or exercise of rights hereunder with respect thereto by AvanaDe, infringes or misappropriates any intellectual property rights of any third party, or violates any personal right of any individual (an "Infringement Claim"); (c) claims that Vendor or any Vendor employee is in any relationship with AvanaDe other than that of an independent contractor; (d) claims that any Vendor employee is not an employee of Vendor; (e) claims by any employees, agents or contractors of Vendor for injuries or damages under workers' compensation or similar acts; (f) claims by Vendor's employees, agents or contractors for payment; (g) disclosure or exposure of AvanaDe Confidential Information caused by the acts or omissions of Vendor, its employees, agents or contractors; (h) Vendor's acts or omissions in breach of the express warranties in this Agreement and/or in violation of any applicable laws, regulations, or industry standards; and (i) any terms and obligations implied by the Sale of Goods Act 1979, by the Supply of Goods & Services Act 1982, by the Sale and Supply of Goods Act 1994 or by any other statute or statutory provision relevant to supply of Deliverables. If an injunction is issued as a result of any Infringement Claim, Vendor agrees, at its expense, to either: (i) procure for AvanaDe and its Clients the right to continue using the Products or Deliverables, as applicable; (ii) replace such Products or Deliverables with noninfringing Products or Deliverables, having the same functionality, operating characteristics, compatibility and interoperability as the Products or Deliverables that are replaced; (iii) modify the Products or Deliverables so that they become noninfringing; or (iv) at AvanaDe's option, refund to AvanaDe the amount paid for the Products or Deliverables.

14. Limitation of Liability. The limit of AvanaDe's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to Vendor or to any third party concerning performance or nonperformance by AvanaDe, or in any manner related to this Agreement, for any and all

claims, regardless of the form of action, will not in the aggregate exceed the purchase price paid for the Deliverables, Products or Services involved in the transaction giving rise to the cause of action. Except as otherwise required by law, AvanaDe will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, consequential, reliance or punitive damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict products liability, or otherwise, even if AvanaDe has been advised of the possibility of such damages.

15. Use of Names and Marks. All trademarks and trade names of each party are and will remain the exclusive property of such party. Neither party will acquire any right to the trademarks or trade name of the other party. AvanaDe will have the limited right to use Vendor's trade name and trademarks in connection with the activities described in this Purchase Order. Vendor may not: (i) publicize this Purchase Order or its subject matter, (ii) state that any Product or Service has been approved or endorsed by AvanaDe or its Affiliates; or (iii) use the name, trade name, trademark or symbol of AvanaDe or its Affiliates on any list of Vendor's customers, or in connection with any advertising or promotional materials or activities, or in other written, electronic, magnetic or laser media communications with or materials or products provided to third parties.

16. Non-Disclosure. Except for any license or other right expressly granted under these Terms and Conditions, each party retains all right, title and interest in or to any and all Confidential Information (as defined below) that it discloses to the other party under this Agreement. The party receiving Confidential Information ("Recipient") will protect Confidential Information of the party disclosing Confidential Information ("Discloser") against any unauthorized use, dissemination and disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use, dissemination or disclosure, but in no event using less than a reasonable standard of care. Recipient will use any and all Confidential Information of the Discloser solely to exercise its rights and perform its obligations hereunder. This Section will not be interpreted to prohibit any use or disclosure by the Recipient made with the written consent of the Discloser. Recipient may disclose Confidential Information of the Discloser to the extent required by applicable law, provided that Recipient provides advance notice thereof as reasonably practicable so as to afford Discloser an opportunity to oppose or otherwise limit such disclosure. "Confidential Information" means any trade secrets, AvanaDe Client information, or other confidential and/or proprietary information that is disclosed by one party to the other party under this Agreement that is: conspicuously marked or otherwise identified as confidential or proprietary upon receipt by Recipient; or, Recipient otherwise knows or has reason to know that the same is Confidential Information of Discloser. Confidential Information may be of a technical, business or other nature. However, Confidential Information does not include any information that: (a) was known to Recipient prior to receiving the same from the Discloser; (b) is independently developed by or for Recipient without use of or reference to the other party's Confidential Information; (c) is acquired by Recipient from a third party which was not, to the Recipient's knowledge, under an obligation not to disclose such information; or (d) is or becomes publicly available through no breach of these Terms and Conditions.

17. Data Protection. Vendor agrees: (a) that it shall comply, and warrant that it has complied, with the Data Protection Act 1998 and any other applicable data protection laws and regulations (together, the "Data Protection Laws"); and (b) that it shall not, by any act or omission, put AvanaDe in breach of any of the Data Protection Laws, in connection with this Agreement.

18. Non-Waiver. A waiver of any term or condition of this Purchase Order by either party does not constitute a subsequent waiver of such term or condition or any other.

19. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement will continue in full force and effect.



20. Independent Contractors. In connection with this Purchase Order, Vendor is an independent contractor in relation to Avanade. This Purchase Order creates no agency relationship between Vendor and Avanade. Vendor will be solely responsible for all employment taxes and employee benefits.
21. Export Compliance. Vendor will comply with all applicable export control and economic sanctions laws and regulations of the United States and other governments in the performance of this agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, or repair of Products and any related technical data and services (collectively, "Trade Control Laws"). Prior to providing Avanade any goods, software or technical data subject to export controls, Vendor shall provide written notice to Avanade specifying the nature of the controls and any relevant export control classification numbers. Avanade may decline to receive goods, software, services and/or technical data subject to export controls at a level other than EAR99/AT, or to obtain other relief from Vendor. Notwithstanding any of other provisions of this Agreement, violation by Vendor of the Trade Control Laws will render this Agreement immediately terminable in Avanade's sole discretion upon notice by Avanade.
22. Assignment. This Agreement and Vendor's rights or duties arising hereunder neither may be assigned, nor may the work contemplated be subcontracted, without Avanade's prior written consent.
23. Vendor Standards of Conduct. Avanade is committed to conducting its business free from unlawful, unethical or fraudulent activity. Vendor is expected to act in a manner consistent with the ethical and professional standards of Avanade as described in the Avanade Supplier Standards of Conduct, including, without limitation: (i) ensuring that all invoices supplied and services performed, including expenses incurred comply with Avanade's Code of Business Ethics; and (ii) prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Supplier Standards of Conduct can be found at: <https://www.avanade.com/en/utility/code-of-business-ethics>. Avanade has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Avanade Business Ethics Line at +1 312 737 8262, available twenty-four (24) hours a day, seven (7) days a week (the charges can be reversed). Vendor should use the Ethics Line only to make a good faith claim. Avanade takes all allegations seriously.
24. Rights of Third Parties. A person not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce its terms.
25. Alliance Relationships: Avanade is partially owned by Microsoft and Accenture and has a close alliance with Microsoft, which is also Avanade's primary vendor. Vendor acknowledges that Avanade works closely with Microsoft on marketing and technical matters to promote solutions using the Microsoft platform, and may receive compensation or other benefits in connection with the development, promotion or sales of products and services.
26. Governing Law. The construction, validity and performance of this Agreement and all non contractual obligations arising from or connected with this Agreement shall be governed by the laws of England and Wales. Avanade and Vendor irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement.. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
27. Order of Precedence. To the fullest extent possible, the Terms and Conditions, Purchase Order, and SOW shall be interpreted so as to be consistent with each other. In the event of any inconsistencies between and among such documents, or any modifications, whether in substance or import, the order of precedence will be in the order listed below, in descending order with the controlling agreement listed first:
  - a. Terms and Conditions
  - b. Change Requests to the SOW
  - c. SOW
  - d. Purchase Order
28. Survivability. The provisions of this Agreement, which by their nature survive termination or expiration, including but not limited to Sections 2, 3, 5, 7, 9, 11, 13--22 and 23 shall survive termination or expiration of this Agreement.