

## Terms and Conditions of Purchase

"**Avanade**" means Avanade Finland Oy registered number 556680-3895 whose registered office is Itämerenkatu 1, FI-00180 Helsinki or other Avanade entity identified in the Order. The term "Avanade" shall mean and include its permitted assigns and successors in interest.

"**Deliverables**" means any reports, templates, studies, software programs (unless otherwise expressly stated, limited to object code), specifications, documentation and other work product and materials prepared for Avanade by the Supplier (either independently or in concert with Avanade or third parties) during or for the purposes of the performance and delivery of the Services to be provided by the Supplier under the applicable Order.

"**Intellectual Property Rights**" means all intellectual and industrial property rights and interests anywhere in the world, including without limitation, any right or interest in inventions, patents, designs, utility models, copyrights, trademarks, databases, topographies, know how or trade secrets, and any other rights or interests of a like nature whether or not registered or protected, and further including, the right to apply for such registrations or protections.

"**Order**" means an order, either written or oral (provided that all such oral Orders shall be followed by a written Order) issued by Avanade and detailing the applicable Deliverables or Services.

"**Parties**" means Avanade and the Supplier.

"**Services**" means the services to be provided by the Supplier under the applicable Order.

"**Specification**" means the specifications or criteria that apply to the Deliverables or Services. Specifications shall be set forth in the Order or otherwise provided or approved of by Avanade, including without limitation, any description, function and performance criteria with respect to the Deliverables and/or Services.

"**Supplier**" means the person or entity to which the Order is addressed and shall mean and include such person or entity's permitted assigns and successors in interest.

"**Conditions**" means these Terms and Conditions of Purchase.

### 1. Order

The Order will set out the Deliverables and/or Services required by Avanade, and the Supplier agrees that any Deliverables and/or Services supplied under the Order shall be subject to these Conditions. The Parties agree that the Order together with these Conditions is the entire and exclusive agreement relating to the Deliverables and/or Services specified in the Order to the exclusion of any other agreements relating to such Deliverables and/or Services, including any other purchase order, confirmation, invoice, payment slip or any other related document issued by the Supplier.

### 2. Delivery

2.1 Supplier agrees and acknowledges that time is of the essence for the performance of its obligations under the Order and these Conditions. The Deliverables and/or Services shall be delivered or performed on the date and at the place specified in the Order.

2.2 Unless expressly agreed otherwise by Avanade, the Deliverables and/or Services shall be delivered during Avanade's normal business day. Delivery costs and expenses and any other expenses or costs associated with the supply of the Deliverables and/or Services shall be Supplier's responsibility unless otherwise expressly stated on the Order.

2.3 Avanade's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Deliverables and/or Services is evidence only

of the number of packages received, and shall in no event be deemed to be evidence of Avanade's acceptance of the Deliverables or Services or documentation of the actual quantity, quality or condition of Deliverables and/or Services.

### 3. Specifications

3.1 In the event that the Supplier has to design, develop or manufacture Deliverables specified on the Order, Supplier shall submit to Avanade a prototype, sample and/or plan for Avanade prior approval. Supplier must obtain written confirmation from Avanade that the prototype, sample and/or plan have been accepted by Avanade and that full production of the Deliverables can commence. Avanade will not be liable to reimburse or otherwise responsible for any charges, expenses, costs or other amounts incurred or charged by the Supplier prior to receipt of such written confirmation.

3.2 The Deliverables or Services must conform in all respects with the Specifications. All Deliverables and/or Services must be of sound materials, workmanship and design, and shall be similar in all respects to the prototype, sample and/or plan provided by and/or accepted by Avanade. All Services shall be performed in a professional and workmanlike manner and with due skill and care. Deliverables and/or Services shall be free from all defects, including defects in design or installation and shall conform to all applicable laws, rules and regulations governing the provision and delivery of such Deliverables and/or Services.

3.3 All Deliverables or Services will be subject to acceptance by Avanade. Avanade shall be entitled to reject any Deliverables or Services that do not meet the Specifications or other requirements of these Conditions. If, by the nature of the Deliverables or Services, any defects or any failure to conform does not or would not become apparent (despite the carrying out of any examination) until after use or production, Avanade may reject the same after a reasonable period of time even after actual use or production of the Deliverables or Services has occurred or after payment for the Deliverables and Services has been made.

3.4 Any Deliverables or Services rejected by Avanade shall, at Avanade's express request, be replaced or re-performed, as the case may be, by Supplier at the Supplier's sole cost and expense. Alternatively, Avanade, may at its sole discretion, elect to cancel the entire Order in respect of the Deliverables and/or Services in question and/or the remainder of the Deliverables and/or Services (if any) covered by the Order. Such termination shall be without any liability to Avanade. All rejected Deliverables and/or Services will be returned to the Supplier at the Supplier's cost and expense. Upon such a return or rejection, Supplier shall promptly refund to Avanade any and all amounts paid by Avanade for the returned or rejected Deliverables and Services. These rights and remedies shall be in addition to any other rights and remedies available to Avanade by contract or law.

### 4. Inspection

Supplier shall permit Avanade reasonable access to its or its contractors' premises at any time, upon reasonable notice, in order to inspect the Deliverables and/or Services in the course of manufacture, provision, storage and otherwise. If, as a result of such inspection, Avanade is not satisfied, in its reasonable discretion, that the Deliverables and/or Services will comply with the Order or these Conditions, it shall notify Supplier and Supplier shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by Avanade shall not relieve the Supplier of its obligations under the Order.

## 5. Prices and Payment

5.1 All fees, charges, expenses, prices and taxes for the Deliverables and Services shall be as specified in the Order. Unless otherwise specified in the applicable Order, the currency of such amounts shall be deemed to be in Euros.

5.2 No increase or other upward adjustment in the prices, fees, charges, expenses and taxes shall be made unless expressly set forth in the Order.

5.3 Supplier shall submit an invoice to the Avanade department or person set forth in the Order. Invoices, shall at a minimum, contain the order number, item number, and full description of the Deliverables and/or Services and shall only be issued once the Deliverables and/or Services have been delivered and accepted by Avanade. Supplier shall provide all documentation and receipts requested by Avanade to verify the amounts charged in the invoice. Avanade shall pay the Supplier within sixty (60) days of receipt of a correct and duly submitted invoice and the required documents mentioned herein.

## 6. Delay

If Supplier is delayed or prevented from performing its obligations under the Order by circumstances beyond its reasonable control, it shall give immediate notice to Avanade in writing. Upon receipt of such notice, Avanade may, in its sole discretion, elect to terminate the Order, in whole or in part, if Supplier cannot complete its obligations under the Order within a reasonable time as determined by Avanade. Such termination shall be without any further liability to Avanade.

## 7. Property and Risk of Loss

Property and risk of loss in and of the Deliverables shall vest with the Supplier until delivery of the Deliverables and/or Services to Avanade and it will continue to vest with the Supplier if the Deliverables and/or Services are rejected by Avanade.

## 8. Intellectual Property Rights

8.1 All tangible or intangible materials prepared by Supplier for Avanade pursuant to the Order and these Conditions shall be owned solely and exclusively by Avanade and Supplier hereby assigns to Avanade all rights in such Deliverables and/or Services, (including without limitation, any Inventions, patents, copyright, trade secret, trademarks and design rights therein). Supplier further shall disclose to Avanade all discoveries, inventions, ideas or techniques ("Inventions") made by Supplier, its employees and agents in carrying out the work pursuant to the Order, provided that either the conception or reduction to practice occurs during the term hereof and in carrying out the work hereunder. All such Inventions and work product shall be the exclusive property of Avanade.

8.2 Supplier will acquire from its employees and agents who may carry out the work pursuant to the Order, 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 and agents.

8.3 Supplier shall execute such documents or appoint Avanade as its agent and attorney in fact, to execute such documents on its behalf, and provide such assistance as Avanade may reasonably request to give full effect to the provisions of this Section.

8.4 Supplier retains no rights to use the Deliverables and/or Services provided by it hereunder or the Inventions and agrees not to challenge the validity of Avanade's and its affiliates' ownership of such work or Inventions.

8.5 These Conditions do not grant or otherwise give the Parties ownership in or other proprietary rights or license to

use the other party's intellectual property rights except as expressly provided for herein.

8.6 Each party's rights and obligations under this Section shall remain in effect and survive any termination or expiration of these Conditions and the applicable Order.

## 9. Confidentiality

Supplier may have access to information that may relate to Avanade's and/or its affiliates' and their agents', contractors' or client(s)' past, present, or future research, development, or business activities and any proprietary products, materials, services, or technical knowledge, and is regarded as confidential or proprietary ("Confidential Information"). In connection therewith, the following shall apply: (a) Confidential Information may be used by Supplier only to assist Supplier in connection with the Deliverables or Services; (b) Supplier will protect the confidentiality of the Confidential Information in the same manner that Supplier protects its own confidential information of like kind; (c) access to the Confidential Information shall be restricted to Supplier and its employees on a need to know basis and Supplier shall not disclose Confidential Information to any third party; and (d) Confidential Information may not be copied or reproduced without Avanade's prior written consent. Supplier shall give prompt notice to Avanade of any unauthorized use or disclosure of the Confidential Information. The foregoing restrictions shall not apply to information that: (e) is previously known to Supplier (as established by Supplier's written records); (f) is acquired by Supplier from a third party which is not, to Supplier's knowledge, under an obligation to Avanade not to disclose such information, or (g) which is or becomes publicly available through no breach by Supplier of these Conditions. Unless otherwise expressly authorized in writing by Avanade, all Confidential Information made available to Supplier, including copies thereof, shall be returned to Avanade upon termination of the Order or these Conditions or request by Avanade. The obligations set forth herein shall survive termination or expiration of these Conditions and the Order.

## 10. Independent Contractor

10.1 Supplier shall be an independent contractor and Supplier acknowledges, and confirms to Avanade, its' status as that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the Parties for any purpose, including but not limited to taxes or employee benefits.

10.2 Supplier will be solely responsible for payment of any and all taxes and insurance including but not limited to any and all taxes based on or measured by the Supplier's employees or agents net income or property and any and all other taxes imposed by law upon Avanade.

10.3 If Avanade is required to withhold or deduct any taxes from any payment to Supplier, Avanade will not be required to "gross up" the amount of such payment and shall pay to Supplier the total amount reflected on the invoice less the applicable withholding taxes.

10.4 Supplier shall provide and make available to Avanade any certificates, certifications and other exemption information reasonably requested by Avanade. Supplier agrees to provide Avanade upon request any documents which may be required for regulatory purposes.

10.5 Supplier recognizes its obligation to arrange for at its sole expense for all visas, work permits and like governmental authorizations of whatever nature needed or convenient in order to enable the consultant to render the services and perform any and all further obligations hereunder.

10.6 Supplier and its employees and agents shall comply with all applicable work, immigration and like laws, rules and regulations in force in each country where the services will be rendered or work be performed hereunder by the Supplier. Supplier will submit to Avanade upon request evidence of compliance with the provisions of this section in a form and manner satisfactory to Avanade.

10.7 Nothing in the Order or these Conditions shall create an employment relationship between any Supplier resources and Avanade. Supplier resources, shall, in no event, be deemed "leased", "temporary", "seasonal" or other employees of Avanade for any purpose. Supplier shall be solely responsible for the payment of compensation of and to the Supplier resources including their salaries, commissions, allowances and other remuneration and benefits and deduction of applicable taxes therefrom for remittance to tax authorities and Supplier shall inform Supplier resources that they are not entitled to any benefits offered by Avanade.

10.8 Supplier and its resources are not authorized and shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of Avanade.

### 11. Indemnity and Insurance

11.1 Supplier shall indemnify and hold Avanade and its affiliates, and their clients, employees and agents, harmless from and against any claims, demands, loss, liability, damage or expense: (i) related to the negligent or willful acts or omissions of Supplier or its resources; (ii) related to any claim that Supplier or its resources is or are not an independent contractors of Avanade; (iii) related to claims by resources of Supplier except for claims based on Avanade's willful misconduct or gross negligence; (iv) related to any claim that any, Invention, deliverable, work product or other materials delivered under these Conditions or otherwise provided in the Deliverables or Services or use of such by Avanade infringes any Intellectual Property Right; or (v) any claim that Supplier or its resources has or have breached or violated any applicable laws, rules and regulations. The indemnities provided under these Conditions and any Order shall be in addition to and not in lieu of any other remedy available to Avanade under the contract or by law.

11.2 Supplier shall have in force and maintain, at its own cost and expense, insurance coverage with a reputable and authorized insurer in which is reasonable with respect to the provision of the Order or otherwise in connection with these Conditions. Supplier shall provide evidence of any coverage maintained by Supplier for purposes of or in connection with the Order or these Conditions upon Avanade's request.

### 12. General

12.1 The Order and these Conditions are personal to the Supplier and the Supplier shall not assign, subcontract or transfer or purport to assign or transfer the Order, these Conditions or its obligations hereunder to any other person or entity without the prior written consent of Avanade. Avanade may assign the Order or these Conditions, in part or whole, upon prior notice to Supplier.

12.2 No delay or failure by the Parties to exercise any of its powers, rights or remedies under these Conditions will operate as a waiver of such powers, rights or remedies.

12.3 These Conditions may not be modified or amended except by the mutual written agreement of the Parties.

12.4 If any provision of these Conditions or an Order is held by any competent authority to be invalid or unenforceable, the validity of the other provisions and the remainder of these Conditions or the Order shall not be affected. Supplier shall not make any announcement concerning these Conditions or the Deliverables and/or the Services and Supplier shall not use or disclose the name, trademark,

domain name, service mark, logo or any other intellectual property of Avanade and/or its affiliates or their agents, employees or clients.

12.5 Supplier will maintain up to date and accurate books and records as is reasonable, including with respect to each Supplier resource performing the Services or delivering the Deliverables, including timesheets and details of expenses incurred (together with valid receipts for same), and will provide Avanade copies of and access to such books and records upon reasonable notice during normal business hours.

12.6 Any notice required or permitted to be given by either party to the other shall be addressed to that other party's registered office address. Such notice shall be effected either: (a) personally, in which case service shall be deemed effective on delivery; or (b) by pre-paid registered post, in which case service will be deemed effective on the day after posting. Parties shall attempt to amicably settle all disputes concerning these Conditions and the obligations hereunder.

**12.7 Supplier undertakes to abide by the US Foreign Corrupt Practices Act (FCPA) and Avanade Anti-bribery Policy.**

12.8 12.8 Avanade is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier is expected to act in a manner consistent with the ethical and professional standards of Avanade as described in the Avanade Code of Business Ethics, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Avanade Code of Business Ethics can be found at <http://www.avanade.com/nordic/Pages/code-of-ethics.aspx>

14.2 Avanade has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. Reporting channels are disclosed in detail in Code of Business Ethics document.

### 13. Term and termination

13.1 This Agreement shall become effective upon signing thereof by both Parties and shall thereafter remain in force until all services have been duly performed and Avanade has paid therefore when it shall automatically terminate without prior notice. In addition hereto, Avanade may at any time and without cause terminate the Order by giving ten (10) days' written notice to the Supplier. Upon such termination, the Avanade shall pay the Supplier for all Services rendered, Deliverables delivered and expenses incurred by the Supplier prior to the date the Agreement terminates.

12.2 This Agreement may be terminated by either Party with immediate effect by written notice: (i) if the other Party is in material breach of any its obligations hereunder and fails to remedy such breach within ten (10) days from receipt of a written notice from the other Party specifying the breach in reasonable, or (ii) if the other Party becomes insolvent, files or is subjected to the filing of process under any law relating to bankruptcy or insolvency, consents to receivership, adopts an arrangement with its creditors in respect of repayment of debt owed to them, is dissolved, or enters or files process for the purpose of entering into liquidation, (otherwise than solely for the purpose of amalgamation or reconstruction).

12.3 Clauses 6, 7, 8, 9, 10, 11, 13 and 14 of this Agreement shall survive any termination hereof.

### Applicable law and disputes

13.1 This order shall be construed in accordance with and be governed by the laws of Finland to the exclusion of its conflict of law rules ("private international law"). The U.N. convention on Contracts for the International Sale of Deliverables (1980) does not apply.

13.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or

invalidity thereof, which cannot be settled amicably between the parties after 30 days (or any shorter period agreed by the parties) of negotiations in good faith, shall be settled by arbitration administered by the Arbitration Institute of the Central Chamber of Commerce. Where the amount in dispute is less than EUR 100,000 the Institute's Rules for Expedited Arbitrations shall apply and where the amount in dispute equals or exceeds EUR 100,000 the Rules of the Institute shall apply. The place of arbitration shall be Helsinki, Finland. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the parties.

13.3 The parties undertake and agree that all arbitral proceedings conducted by reference to this clause 12 will be kept strictly confidential, and all information disclosed in the course of such arbitral proceedings will be used solely for the purpose of these proceedings.

13.4 Notwithstanding what is set forth above, either party may, solely for the purpose of seeking injunctive relief, submit to any court of competent jurisdiction any claim out of any infringement or failure of the party to comply with any confidentiality obligation.