



PURCHASE ORDER TERMS AND CONDITIONS

1. APPLICABLE TERMS AND CONDITIONS

These Terms and Conditions shall apply to any PO issued by Verizon to Supplier except to the extent that an alternative master agreement is referenced in such PO.

2. DEFINITIONS

"Affiliate" means a corporation, partnership, joint venture or other entity controlling, controlled by or under common control with a Party now or in the future. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities of such entity, by contract or otherwise.

"APAC" means all countries situated in the Asia Pacific region.

"Applicable Law(s)" means all laws, rules, statutes, ordinances, regulations, executive orders, policies and procedures of any country, state, municipality, province or the like, applicable to the business activities of Supplier or Verizon and any requirements applicable to the importation, exportation, use, sale, loan, purchase, production, destruction, and distribution of Products and/or Services under telecommunications, consumer, environmental, labour, tax, and any other laws and regulations, of any government or other competent authority where the Products and/or Services are to be sold, used or deployed under this PO.

"Confidential Information" means information, in whatever form disclosed, provided by or on behalf of either Party or any of its Affiliates ("Discloser") to the other Party or any of its Affiliates ("Recipient"), or to which a Recipient otherwise gains access, in the course of or incidental to the performance of its obligations under a PO, and that should reasonably have been understood by the Recipient because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the Discloser, an Affiliate of the Discloser or a third party.

"Customer" means an entity which is served, or is proposed to be served, either directly or indirectly through a third party, by Verizon, for which Supplier may provide Deliverables to Verizon to be on sold or otherwise provided by Verizon to Customer.

"Deliverables" means the Products and/or Services provided by Supplier pursuant to these Terms and Conditions as specified on any PO.

"Effective Date" means the date of the Purchase Order issued pursuant to these Terms and Conditions.

"EMEA" means all countries situated in Europe, Middle East and Africa.

"Environmental Regulations" means all EU directives, regulations and the national implementation thereof and similar legislation in the UK, the EU, Switzerland and all other relevant jurisdictions, concerning producer responsibility, environmental protection, disposal of waste including but not limited to (i) RoHS Directive 2002/95/EC ("Restriction on the use of certain Hazardous Substances in electrical and electronics equipment" Directive); (ii) WEEE Directive 2002/96/EC ("Waste Electrical and Electronic Equipment" Directive).

"Force Majeure" means causes or circumstances outside the reasonable control of a Party and without fault or negligence of the Party affected that cannot be avoided by the exercise of due care, including but not limited to: (a) acts of God; or (b) wars, revolution, terrorism, or civil commotion.

"Intellectual Property" means all intellectual, moral, industrial or proprietary rights recognized under Applicable Law anywhere in the world, whether issued or pending, registered or unregistered, including all forms of copyrights, patents, trademarks and service marks, and rights in trade secrets, and all of the tangible embodiments thereof.

"Malicious Code" means a computer program or piece of computer code that intentionally corrupts computing systems, software, and/or computer networks, including any so-called "worms" or "Viruses".

"OEM" means the Original Equipment Manufacturer of a Deliverable.

"OEM Deliverable" means products and/or services directly provided by an OEM that are directly acquired from an OEM or resold by Supplier to Verizon.

"Party" refers to Verizon and the Supplier.

"PO" or "Purchase Order" means a purchase order placed by Verizon pursuant to these Terms and Conditions for the Deliverables which may be accompanied by Supplier's quotation.

"Pricelist" means the prices and/or discounts offered to Verizon for the Deliverables as specified in the PO or as otherwise agreed from time to time between the Parties. Such pricelist will conform to the requirements of Annex 3 hereof.

"Products" means any good/s and/or Software which Verizon purchases from Supplier (including any of them or any part of them) pursuant to these Terms and Conditions, as specified on any PO.

"Release" means a new version of the Software that contains significant new functionality, level of performance and/or features including any new or modified related User Documentation.

"Services" means any service which Verizon purchases from Supplier (or any of them or any part of them) pursuant to these Terms and Conditions, as specified on any PO.

"Software" means: (a) the computer software programs that have been provided to Verizon as may be specified on any PO, including any operating system, firmware or any other software integrated into or otherwise made a part of Products; (b) any

subsequent Releases and/or Updates provided to Verizon; (c) the related User Documentation for any of the foregoing, and (d) any related end user license, in the absence of which, that the OEM's standard end user license shall apply.

"Specifications" means, with respect to the Products and/or Software, the description of applicable features, functions, performance and/or other attributes, as set forth in the applicable User Documentation or other technical documentation made generally available to users of such Products and/or Software or which has been otherwise provided to Verizon.

"SOW" or "Statement of Work" means a document agreed between the Parties setting out the work activities, deliverables and timeline that Supplier will execute against in performance of the Services for Verizon.

"Supplier" means the business identified in the PO as the Party supplying Deliverables to Verizon in accordance with these Terms and Conditions.

"Supplier's Distribution Centre" means the facility that is used by Supplier to receive, store, and/or distribute the goods specified in Verizon's PO.

"Supplier Personnel" means any and all Supplier employees, agents, and subcontractors authorized by Supplier to provide Deliverables to Verizon.

"Territory" means EMEA and APAC.

"Terms and Conditions" means this document which sets out the terms and conditions applicable to the PO.

"Update" means a modification to the Software other than a Release, including those intended to correct an error in the Software, and that may or may not include additional features, level of performance and/or functionality for the Software, and shall also include any new or modified related User Documentation.

"User Documentation" means any user guides, manuals, operator guides, installation guides, and other similar materials generally made available to end users/customers, resellers or distributors of the Deliverables to facilitate their use thereof.

"Verizon" means the company identified in the PO as the Party requesting the supply of Deliverables from the Supplier in accordance with these Terms and Conditions.

"Verizon Indemnitee" means any party that exercises any indemnity rights conferred by or pursuant to these Terms and Conditions, including without limitation Verizon, its Affiliates and any third party.

"Work Product" means all items and information, tangible or intangible, in whatever form or media, whether or not physically delivered to Verizon or protectable or registerable anywhere in the world as Intellectual Property, which are created, conceived, developed, made, discovered or otherwise result from the Services or are otherwise incorporated into the results of such Services, together with all Intellectual Property in any of the foregoing. For the purposes of these Terms and Conditions, a Work Product shall be deemed to be a Product.

3. PURCHASE AND RESALE OR RENTAL OF DELIVERABLES

3.1 Each PO shall be a separate contract entered into between Verizon and Supplier which is governed exclusively by and shall be deemed to incorporate by reference these Terms and Conditions.

3.2 In the event of any conflict or inconsistency between any provision contained in these Terms and Conditions and any other provision contained in any SOW (where applicable) and/ or PO, the following descending order of precedence shall apply:

3.2.1 PO;

3.2.2 SOW (where applicable);

3.2.3 this Product and Service Supply Agreement (excluding the Supplier Code of Conduct);

3.2.4 the Supplier Code of Conduct at <http://www.verizon.com/ethics>

Any pre-printed terms and conditions sent by Supplier to Verizon whether as part of, annexed to, or enclosed with, Supplier's quote, an acknowledgement of a PO, or other correspondence relating to a PO, shall be deemed void even if Verizon does not object explicitly.

3.3 The execution of these Terms and Conditions shall neither oblige Verizon to place a PO, nor to purchase Products and/or Services, nor shall it prevent Verizon from obtaining tenders or entering into agreements with third parties for any products or services whatsoever (including without limitation the Deliverables).

3.4 Verizon shall be entitled to place a PO for any Deliverables set out in the, associated SOW, or Supplier's quotation.

3.5 Verizon shall have the sole discretion to establish the pricing as well as the terms and conditions set forth in any Verizon Customer contract; and shall make all decisions relating to its marketing, promotion, and distribution of the Deliverables.

4. SUPPLIER RESPONSIBILITIES

4.1 Supplier agrees to provide the Deliverables as described herein or on individual POs, SOWs or as otherwise agreed between the Parties pursuant to these Terms and Conditions.

4.2 Verizon/Customer Premises.

4.2.1 Supplier agrees that it and all Supplier Personnel will at all times comply with all security regulations in effect at Verizon's or any Customer's premises.

4.2.2 If Supplier enters Verizon's or Customer's premises for the performance of the Deliverable, it shall ensure that upon completion of the Deliverable (or that portion of the Deliverables that are being performed on Verizon's or Customer's premises) the premises are cleared of any waste and left in the state in which they were prior to Supplier's attendance on the premises.

4.2.3 If Supplier fails to comply with Clause 4.2.2 above, without prejudice to any other rights or remedies available, Verizon shall be entitled to engage a third party to clear the premises, and offset the charges for any such services against any outstanding invoices payable to Supplier.

4.3 Global Trade Compliance.

4.3.1 Both Parties acknowledge that the Deliverables may be subject to import and export controls laws and regulations of the United States and other foreign governments, and that export, re-export, import or transfer of the Products may require a license, license exception or other authorization from relevant government agencies. Each Party shall comply with all applicable import and export laws and regulations in performing their respective obligations hereunder. Neither Party shall engage in any export, re-export, import or other activity under any PO without first having satisfied all applicable U.S. and foreign government licensing or other requirement for such activity.

4.3.2 Supplier shall upon request of Verizon furnish any information and documentation that is required to determine the applicable classifications as described below, or provide information and documentation that is required to support a license application to export or import the Deliverables. Such information and documentation shall include without limitation, technical specifications for the Deliverables, Export Control Classification Number (ECCN), European Community Control Regime Numbers (ECCR), Commodity Classification Automated Tracking System numbers (CCATS), applicable License Exceptions for Deliverables, applicable License Exceptions to export Deliverables, Harmonized Tariff Schedules (HTS), and information as to whether the Deliverables fall under the US or international munitions list.

4.3.3 Supplier shall provide ECCN information, HTS information, and other data reasonably requested by Verizon for each of the Deliverables at the part-number and/or serial-number level in bulk format, via spread sheet flat file, or other data exchange format ("Bulk Export Data File") as mutually agreed-upon by the Parties. Supplier shall provide Verizon with additional copies of the Bulk Export Data File periodically as updates are made to the information therein.

4.3.4 Supplier shall provide all relevant export and import information and records generated under these Terms and Conditions and cooperate with law enforcement and regulatory authorities on any claims or investigations relating to export and import compliance.

5 SHIPPING, DELIVERY AND TITLE TRANSFER

5.1 **Local Delivery.** If Supplier's Distribution Centre, Verizon's country of domicile and the designated "ship-to" address are located in the same jurisdiction, Products shall be delivered by surface freight to the local address specified in the PO and the costs of such delivery shall be borne by Supplier.

5.2 **Cross Border Shipping.** Where a Product is being ordered for delivery to an international destination (*i.e.* "ship-to" location that is not in the same jurisdiction as Supplier's Distribution Centre), the Product shall be delivered DDP (Incoterms 2020), unless otherwise specified by Verizon and/or Customer in a PO.

5.3 Title Transfer.

5.3.1 **Title Transfer for Local Delivery.** If Products are delivered locally as described in Section 5.1 above, title to the Products shall transfer to Verizon upon delivery to the "ship-to" address.

5.3.2 Title Transfer for Cross Border Shipping.

5.3.2.1 If Supplier's Distribution Centre and Verizon's country of domicile are located in the same jurisdiction but the "ship-to" address for the Product is located in an international destination, title to the Products shall transfer to Verizon when the Products are delivered by Supplier to the port of exportation prior to export to such international destination.

5.3.2.2 If Supplier's Distribution Centre and Verizon are located in two different jurisdictions, and the "ship-to" address is located in the same jurisdiction as Verizon's country of domicile, title to Products shall transfer to Verizon upon delivery to the "ship-to" address.

5.3.2.3 If Supplier's Distribution Centre, Verizon and the "ship-to" address are all located in different jurisdictions, title shall transfer to Verizon when (i) the Products enter international waters or airspace or cross international borders, or (ii) such other location mutually agreed to in writing between Supplier and Verizon.

5.4 Risk of loss shall pass upon delivery of the Deliverable to designated site as specified in the PO.

5.5 Product shall be packaged for shipment, at no additional charge, consistent with all Applicable Laws and in commercially suitable containers that provide protection against damage during the shipment, handling and storage of the Product.

5.6 Supplier must ensure that all in-stock Products are delivered to the local destination specified in the PO by the delivery date specified in the PO, ("Delivery Date"). If Supplier fails to meet the Delivery Date, Verizon may require an expedited delivery, with any additional costs to be borne solely by Supplier, or Verizon may cancel all or part of the Deliverables without penalty or liability or any further obligation to Supplier with respect to such Deliverables.

5.7 No partial shipment of Deliverables, nor invoicing of a partial shipment of Deliverables is permitted without the prior consent of Verizon which consent may be withheld in the sole discretion of Verizon.

5.8 Notwithstanding anything stated herein, all shipping, handling, freight, risk of loss, and other shipping expenses as well as any special packing expense, howsoever incurred, shall be borne by Supplier in the event Product is rejected and returned because it is defective or damaged or there is a discrepancy between the PO and the Products delivered to Verizon or Customer.

5.9 Supplier shall ensure that all Deliverables identified in the PO will, at the time of delivery hereunder, comply with all Applicable Laws for use in the country to which the Deliverables are to be delivered, including without limitation that all Deliverables shall have been Homologated, as required. For purposes of this Clause 5.9, the term "**Homologated**" means modification of Deliverables to conform to a country's published mandatory regulations for power and safety requirements for such Deliverables to be placed in use in such country. If Supplier determines that the Deliverables have not been

Homologated, then Supplier will immediately notify Verizon in writing, prior to Supplier's fulfillment of the PO. Upon receipt of notice from Supplier, Verizon may cancel the PO without any further liability to Supplier.

- 5.10 Supplier acknowledges that Deliverables may be ordered by Verizon in support of or to satisfy Verizon's or its Affiliate's obligations under agreements with their customers (including governmental entities) ("Customer Contracts"). In all cases of Customer Contracts, Supplier agrees to comply with any required terms set forth in such Customer Contracts which are notified to the Supplier. To the extent that any terms of the relevant government procurement regulations or Customer Contracts are applicable to any PO, Supplier agrees that such terms shall be deemed incorporated by reference and are made a part of such PO.

6 SUBCONTRACTING

- 6.1 If Supplier is a distributor, reseller, or channel partner of the Deliverable, or is subcontracting its obligations under a PO to provide the Deliverables, it shall accepting a PO, notify Verizon and seek its consent to engage the services of suppliers and/or subcontractors to provide the Deliverables set out on the PO.
- 6.2 Notwithstanding Supplier's right to use sub-contractors for the purpose of providing the Deliverables pursuant to a PO, Supplier acknowledges that it shall be solely liable for the whole scope of the execution of the Deliverables.
- 6.3 Supplier acknowledges that Deliverables may be ordered by Verizon which will be used in conjunction with Verizon's or Customer's network infrastructure. In such circumstances, Verizon may provide Supplier with Verizon's or Customer's security requirements and/or its corporate policy in relation to any such Deliverable. To the extent that any terms of the corporate policy and/or the security requirements are applicable to any PO, Supplier agrees that such terms shall be deemed incorporated by reference and are made a part of such PO.
- 6.4 Where Supplier is an OEM, a supplier of OEM Deliverables, or a value-added provider that provides services in relation to OEM Deliverables, Supplier shall agree to the additional terms in the relevant sections of Annex 3 hereof.

7 PAYMENT

- 7.1 For the full, satisfactory and timely delivery and performance of Deliverables described in any PO, and in accordance with the requirements of these Terms and Conditions, Verizon shall pay to Supplier the charges set forth in such PO which charges will be based upon the Pricelist unless otherwise agreed in the PO.
- 7.2. Unless otherwise agreed in the PO, Supplier shall invoice Verizon in accordance with Clause 1 of Annex 1.
- 7.3 Supplier shall submit original invoices in the form set out in Clause 2 of Annex 1 to Verizon's "Accounts Payable" department as noted in each PO.
- 7.4 Undisputed invoices shall be paid within sixty (60) days of receipt thereof or as otherwise required under Applicable Law. If Verizon fails to pay any such invoices by the due date (being sixty (60) days from the receipt of the invoice), Supplier shall on or following twenty (20) days from the due date of the invoice, send a letter to the relevant Accounts Payable department specified on the PO stating that the invoice remains outstanding. Interest shall accrue on any overdue invoice from the due date until payment at the annual rate of two (2) per cent above the base lending rate from time to time of the National Bank of the jurisdiction of the Verizon Affiliate raising this PO or (where different) the statutory interest rate mandated by such jurisdiction.
- 7.5 If expressly stated in an applicable PO, pre-approved travel and living expenses of Supplier Personnel will be reimbursed accordingly by Verizon and unless expressly stated, shall be subject to the limitations of, Verizon's then current travel and expenses policy, which can be provided to Supplier on request.
- 7.6 Verizon will pay all applicable sales, value added, goods and services, or other similar consumption taxes ("Taxes"), except any taxes or tax-like charges determined by or related to Supplier's income, net worth, franchise, property or employees (which shall be borne solely by Supplier), provided such Taxes are due by law from a purchaser of the Deliverables hereunder and properly invoiced and separately stated in accordance with Applicable Law at the time the Deliverables are invoiced. If an exemption procedure is available, and Verizon complies with such procedure, then Supplier will not invoice or collect such Tax. Supplier will bear any and all financial responsibility for Tax, interest and penalties resulting from its failure to comply with Applicable Law. Supplier shall be responsible for any sales, use, excise, value added, service, consumption, property, franchise, income, or other taxes and duties based upon or measured by Supplier's cost in acquiring goods or services furnished or used by Supplier in providing the Products or performing Services hereunder.
- 7.7 If any payment to be made in respect of any invoice is subject to the law of any foreign tax jurisdiction to any withholding tax, notwithstanding any provision of these Terms and Conditions to the contrary, Verizon shall make payment to Supplier of the amount owing on the invoice, less a deduction for the withholding tax, and shall account to the relevant tax authority for the withheld tax. Payments of the net sum to Supplier and the withholding tax to the relevant tax authority shall constitute, for purposes of these Terms and Conditions and any PO, full settlement of the amount owing under the invoice..
- 7.8 For Services billed on an hourly basis, Supplier shall maintain such records as will adequately substantiate charges and hours worked and shall produce such records for Verizon's inspection at Supplier's business office where such records are kept, upon Verizon's request, for a period of three (3) years following the furnishing of the respective Services.
- 7.9 Without prejudice to any other right or remedy, Verizon reserves the right to set off any amount owing at any time from Supplier to Verizon against any sums payable by Verizon to Supplier under all POs in the aggregate issued by Verizon to the Supplier under these Terms and conditions.

8. TERM

The specific term for any Services to be provided hereunder shall be described in the applicable PO or any document referenced in it.

9. CONFIDENTIALITY

- 9.1 Both Parties agree that the existence of any PO issued pursuant to these Terms and Conditions, and all activities performed hereunder shall be treated as Confidential Information.

- 9.2 Each Recipient shall (i) not disclose the Confidential Information or any part thereof to any person or entity, without the prior approval in writing of the Discloser; (ii) exercise the highest degree of care to protect and guard against the unauthorized disclosure or use of the Confidential Information; (iii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, if the Recipient is a body corporate, its directors and officers and/or employees of any Affiliates), agents, advisors, consultants or other service providers who require them solely on a need to know basis and for no other purpose; (iv) ensure that the persons referred to in the preceding subparagraph (iii) are bound by confidentiality agreements containing terms substantially similar to those in this undertaking (v) promptly notify the Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of these Terms and Conditions; and (vi) on demand by Discloser, return all Confidential Information in its possession power or control to the Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed.
- 9.3 The restrictions of this Clause 9 shall not apply to information that:
- (a) is or becomes publicly known through no fault of Recipient;
- (b) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication thereof to Recipient;
- (c) is developed by Recipient independently of and without use of any of Discloser's Confidential Information or other information that Discloser disclosed in confidence to any third party; or
- (d) is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction.
- 9.4 Each Recipient may make such disclosure of Confidential Information as shall be required (and only to the extent required) to comply with the order of a Court of competent jurisdiction or with a mandatory requirement of a governing regulatory body. Each Recipient shall, forthwith upon becoming aware of any requirement for such disclosure, notify the Discloser in writing.
- 9.5 All Confidential Information disclosed under these Terms and Conditions shall be and remain the property of Discloser. No licence, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized in these Terms and Conditions. The Discloser makes no warranty or representation as regards to the accuracy, completeness or sufficiency of any kind with respect to the Confidential Information or any part thereof.
- 9.6 The Parties agree that monetary damages would not be a sufficient remedy for breach of the terms of these Terms and Conditions and that they shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief or specific performance as a remedy for any such breach against the breaching Party. It is agreed that any affected Party may seek to take action against a breaching Party without the agreement or the involvement of the other Party.
- 9.7 The obligations of confidentiality in these Terms and Conditions shall survive termination of each PO for a period of five (5) years.

10. DATA PROTECTION

- 10.1 Verizon acknowledges that Supplier will, by virtue of the provision of Products and/or Services to Verizon, come into possession of Verizon Data which contains Personal Data. Supplier shall perform in accordance with Verizon's data protection terms which are available at the following link: <http://www.verizon.com/suppliers/> (or successor website), as the same may be updated from time to time (the "Data Processing Requirements" also referred to as the International Data Processing Exhibit), incorporated herein by reference. Except where an SOW attached to a PO sets out information other than as set out at Annex 4 to these Terms and Conditions, the Supplier warrants and represents that it will use Personal Data of Verizon and/or any third parties with which/whom it interacts pursuant to the operation of this PO for no purposes other than as set out in Annex 4.
- 10.2 If the Supplier provides marketing services, the Supplier shall additionally comply with the requirements of Clauses 10.3 through 10.6 below, to the extent applicable. In Clauses 10.3 through 10.6, the terms "consent", "data subject", "process" and "personal data" have the meanings given to them by the EU General Data Protection Regulation 2016/679 and the Data Protection Act 2018 ("GDPR"). References in Clauses 10.3 through 10.6 are to Articles and Recitals are references to Articles and Recitals of the GDPR.
- 10.3 Where Supplier provides or makes available to Verizon marketing contact data or data for marketing purposes that includes personal data ("Contact Data") the Supplier represents and warrants that:
- It is fully compliant with Data Protection Law and has taken all necessary steps up until and including the point at which the personal data is disclosed to Verizon to achieve compliance with Data Protection Law, including (without limit) that it has obtained the consent of the data subjects identified or identifiable by the Contact Data to collect, obtain and share their personal data with Verizon and allow Verizon and its Affiliates to use the personal data to market its products and services to such data subjects;
 - each such data subject has not withdrawn their consent nor otherwise objected to their personal data being processed;
 - where any consent was obtained prior to 25 May 2018, the consent was obtained in the same manner as would be required under the GDPR if consent was obtained after that date;
 - the use of the Contact Data by Verizon or its Affiliates and direct contact by Verizon or its Affiliates with the data subjects, including for direct marketing purposes or purposes of marketing Verizon's products and/or services, shall not put Supplier or Verizon in breach of Data Protection Law;
 - it has not received a notice or allegation from either a data protection authority or a data subject identified or identifiable by the Contact Data alleging non-compliance with Data Protection Law.
- 10.4 The Supplier shall promptly inform Verizon with appropriate details if it is notified of or becomes reasonably aware that:
- a data subject that is identified or identifiable by the Contact Data has withdrawn their consent to the use of their personal data or, notwithstanding Article 19 of the GDPR, has exercised any of their or their rights under Articles 16 (Right to rectification) and/or Article 17(1) (Right to erasure) and/or Article 18 (Right to restriction of processing);

- a complaint or claim has been made to the Supplier or to or by a data protection authority that the rights of data subjects identified or identifiable by the Contact Data under Data Protection Laws have been infringed, that the processing by Supplier is being investigated or that a claim for redress or compensation is being made under such laws; or
 - the legal basis for processing the personal data of any particular data subject identified or identifiable by the Contact Data under the Data Protection Laws is no longer valid.
- 10.5 The Supplier shall defend, indemnify and hold harmless Verizon, its officers, directors and employees from and against any and all liabilities, damages, losses, expenses, demands, first party and third party claims, suits or judgments, including all interest, fines, penalties, management time and legal or other professional costs and expenses suffered by Verizon arising from Supplier's failure to comply with Clauses 10.3 and 10.4 above.
- 10.6 To the extent that Supplier seeks to defend or settle any claim in relation to a data subject identified or identifiable by the Contact Data which Verizon is or may in the future be, fully or partially responsible for or liable to, under applicable law, contract or otherwise, Supplier shall keep Verizon fully informed on a timely basis of such claim and shall take reasonable steps, including steps recommended by Verizon, to mitigate any liability to Supplier and to Verizon in relation to any such claims.
- 11. WORK PRODUCTS**
- If Supplier is providing Verizon with a Work Product, the terms and conditions set out in Annex 2 of these Terms and Conditions are incorporated herein.
- 12. INDEPENDENT CONTRACTOR**
- 12.1 Nothing contained in these Terms and Conditions shall be deemed or construed as creating a joint venture or partnership between Supplier and Verizon or as providing for the sharing of profits or losses arising from the efforts of either Party. Neither Party is by virtue of these Terms and Conditions authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither Party shall have power to control the activities and operations of the other. Neither Party shall have any power or authority to bind or commit the other.
- 12.2 Supplier is responsible for all employee-related benefits, labour and social obligations, applicable to Supplier Personnel performing the Deliverables under these Terms and Conditions.
- 13. WARRANTY**
- 13.1 The Parties each warrant that they have the power and authority to enter into and perform the obligations of any PO in accordance with these Terms and Conditions, and the execution and performance of the Deliverables in accordance with these Terms and Conditions by the Parties does not and shall not violate any agreements, rights or obligations between such Party and any third party.
- 13.2 Supplier represents and warrants that:
- 13.2.1 it is and shall remain in compliance with all Applicable Laws;
- 13.2.2 Products conform to Specifications, are new, genuine, not counterfeit, not tampered with, not damaged, packaged properly, free of defect, do not contain any Malicious Code and shall be fit for the ordinary purposes(s) for which the Product is intended;
- 13.2.3 nothing is included in any Product that will stop, limit or interfere with the operation of the Product and/or Service at some specific time or upon a specific instruction or event, provided that this shall not prohibit the incorporation of an automatic time limitation into any Software for which a specific limited term/subscription license for a specified time period (e.g., one-year license) was purchased as clearly defined in the EULA and further provided that such shall not be set to interfere with the operation of the Product prior to the end of such time period. Supplier further represents and warrants that, with respect to any disabling code that may be part of the Software delivered to Verizon or Customer, Supplier shall not invoke such disabling code at any time, including upon expiration or termination of these Terms and Conditions for any reason, without Verizon's prior written consent.
- 13.2.4 for all Products and Services provided by Supplier to Verizon or Customers, Supplier has the right, title (to hardware only) and authority to distribute the Products and Services and all authority necessary to grant to Verizon the rights to permit Verizon's resale of the Products and Services to Customer.
- 13.3 Subject to paragraph II Clause 4 of Annex 3, Supplier further warrants that the Deliverables provided hereunder shall be performed in a professional and workmanlike manner in accordance with all applicable professional standards, shall be free of defects in materials and design, and shall comply with any applicable Specifications, SOW or other requirements set forth in these Terms and Conditions. Notwithstanding Clause 5.4 (above) or paragraph III. Clause 3 of Annex 3, as applicable, Supplier, at no additional cost to Verizon, shall within fifteen (15) days after notice from Verizon, correct and re-deliver/re-perform to Verizon any Deliverables not in compliance with this warranty.
- 13.4 If Verizon is purchasing the Products for the purpose of its use or its Customer's use in EMEA and APAC, Supplier warrants that:
- 13.4.1 both Supplier and all of the Products supplied or to be supplied under each PO are compliant with the Environmental Regulations; and
- 13.4.2 in relation to the Environmental Regulations, Supplier (i) is properly registered with such local authorities and compliance schemes; (ii) shall provide all relevant information and assistance to Verizon and its Customers to enable them to comply with any obligations under the Environmental regulations; (iii) shall provide for the collection, treatment and sound environmental disposal of such Products; (iv) shall provide any markings that the Environmental Regulations and compliance schemes may require to be placed on the Products.
- for no additional charge to Verizon.
- 13.5 Supplier represents and warrants that the Deliverables, or use of the Deliverables (including by Supplier in the course of performing the Services), will not infringe the Intellectual Property of any third party anywhere in the world.

- 13.6 Supplier represents and warrants that it has all the necessary rights, permissions and authorizations to sell Deliverables to Verizon for the purpose of resale or transfer to Verizon's customers for their use or onward resale.

14. LIMITATION OF LIABILITY

- 14.1 Subject to Clause 14.2 but otherwise notwithstanding anything else in these Terms and Conditions, each Party's total liability to the other (and, in the case of the Verizon, "Party" in this Clause 14 refers to Verizon and each respective Verizon Affiliate obtaining Deliverables under these Terms and Conditions) in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any loss, liability or cost arising in connection with these Terms and Conditions, shall be limited to £5,000,000 (Five million Pounds) per event.
- 14.2 Clause 14.1 shall not operate to exclude or restrict liability:
- 14.2.1 for death or bodily injury resulting from negligence;
 - 14.2.2 for fraud or deceit;
 - 14.2.3 for breach by either Party of any of its obligations Clauses 9 (Confidentiality) and 10 (Data Protection);
 - 14.2.4 of Supplier pursuant to Clause 16.1; or
 - 14.2.5 for any other liability that cannot be excluded or limited by the Applicable Laws.
- 14.3 NEITHER PARTY NOR ANY VERIZON INDEMNITEE, NOR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER OR NOT REASONABLY FORSEEABLE AT THE TIME WHEN THIS AGREEMENT WAS ENTERED INTO, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, ANTICIPATED SAVINGS, REVENUES, BUSINESS OR MISSED OPPORTUNITY BASED ON ANY BREACH OR OTHER ACT OR OMISSION ARISING OUT OF, RELATING TO, OR OCCURRING IN CONNECTION WITH, THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER THE LIABILITY ARISES OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER THEORY. THESE LIMITATIONS SHALL IN ALL CASES BE DEEMED INDEPENDENT OF EACH AND EVERY REMEDY PROVIDED IN THIS AGREEMENT AND ARE INTENDED BY THE PARTIES TO SURVIVE AND TO BE ENFORCEABLE EVEN IF THE AVAILABLE REMEDIES DO NOT PROVIDE ADEQUATE COMPENSATION, FAIL OF THEIR ESSENTIAL PURPOSE, OR ARE DETERMINED TO BE UNCONSCIONABLE. HOWEVER, NONE OF THESE LIMITATIONS SHALL APPLY TO ANY OBLIGATION TO DEFEND, INDEMNIFY, OR HOLD HARMLESS EXPRESSLY ASSUMED BY A PARTY UNDER THIS AGREEMENT IN CONNECTION WITH A CLAIM ASSERTED BY ANY THIRD PARTY.

15. TERMINATION

- 15.1 Upon thirty (30) days written notice to Supplier, Verizon may terminate a PO, in whole or in part, without cause in which event Verizon's sole liability shall be to pay to Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation shall not include loss of anticipated profits or any consequential losses and Verizon shall retain any delivered Deliverables, if any, in which event Verizon shall be liable only for payment for the allocable price of such delivered and/or retained Deliverables. In the event of a partial termination, Supplier shall continue performance of the remaining Deliverables provided that the pricing thereof, if not capable of being apportioned, be adjusted by the Parties.
- 15.2 Upon fifteen (15) days prior written notice, either Party may terminate one or all POs, in whole or in part, for the other Party's material breach, provided that such breach has not been cured by the end of such fifteen- day period.
- 15.3 In the event all or part of a PO is terminated subject to the provisions of this Clause 15, Supplier shall immediately document in detail the status of the Deliverables that have been terminated.
- 15.4 Either Party may terminate all POs immediately upon notice, if the other has a receiver or an administrator appointed over it or any part of its undertaking or assets or passes a resolution for winding up (other than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any foreign law.

16. INDEMNIFICATION

- 16.1 Subject to Clause 16.3, Supplier indemnifies each Verizon Indemnitee from and against any loss, costs (including reasonable legal), damages or expenses that any Verizon Indemnitee incurs or is liable for, directly or indirectly in connection with any:
- (a) infringement or alleged infringement of a third party's Intellectual Property by the Deliverables or by use of the Deliverables (including by Supplier or any Supplier Personnel in the course of performing the Services);
 - (b) personal injury, death or damage to property (including tangible personal property and real property) caused or contributed to by Supplier or any Supplier Personnel;
 - (c) willful misconduct of Supplier or any Supplier Personnel;
 - (d) unlawful or negligent act or omission of Supplier or any Supplier Personnel;
 - (e) non compliance with Clause 4.3 (Global Trade Compliance), 5.9 (Homologation), 9 (Confidentiality), 10 (Data Protection), 13.4 (Environmental Regulations) or 19 (Anti-Bribery Laws); and
 - (f) the absence of an independent contractor relationship between Supplier or any Supplier Personnel and Verizon.
 - (g) claim or demand by any of its employees and/or contractors and/ or other individuals claiming to be an employee and/or contractor on any date upon which the Agreement or any SOW is terminated and/or transferred to Verizon or any third party ("Relevant Transfer Date") arising out of their employment and/or contract for services or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

Any Verizon Indemnitee may recover any such loss, costs, damages or expenses as a debt due and owing.

- 16.2 In addition to the defence and indemnification obligations of Supplier hereunder, Supplier agrees that if any Deliverables or the exercise of any rights conferred by or pursuant to these Terms and Conditions with respect to such Deliverables, becomes, or in

Verizon's reasonable opinion is likely to become, the subject of any third party actions, allegation, arbitration, demand, law suit, investigations, liabilities, penalties or claims ("Action") described above under Clause 16.1, or is enjoined or prohibited in connection with any such Action, Supplier shall, at its sole expense, take the following actions listed in the order of requirement: (i) obtain a license and/or other necessary rights permitting the continued exercise of the rights conferred by or pursuant to these Terms and Conditions with respect to such Deliverables; or (ii) replace or modify the affected Product and/or Software, or third party equipment, or re-perform Services so that the same still comply with the applicable Specifications, SOW and/or other requirements of these Terms and Conditions, while permitting the continued exercise of the rights conferred by or pursuant to these Terms and Conditions with respect to such Deliverable. In the event that Supplier cannot accomplish (i) or (ii) above on commercially reasonable terms not later than thirty (30) days after Supplier becomes aware of the Action, the issuance of such injunction or prohibition, or receipt of Verizon's notice that an Action is likely to occur, as applicable, then Supplier shall promptly upon Verizon's written request, refund to Verizon all amounts paid in connection with the applicable Deliverable or the cost of repair or replacement of the affected third party equipment as is reasonably required in exchange of the return of the same, subject to Applicable Law and any order or directions made by any court of competent jurisdiction in the Action.

- 16.3 Supplier shall have control of the defence and negotiations for settlement of Actions under this Clause 16, provided, however, that Supplier must consult with the relevant Verizon Indemnatee prior to settling any such Action, and Supplier cannot bind Verizon Indemnatee or materially prejudice Verizon Indemnatee without Verizon Indemnatee's prior written consent. Verizon Indemnatee shall also have the right to participate in the investigation, defense and settlement negotiations of any such Action with separate counsel chosen and paid for by Verizon Indemnatee. Moreover, at any time, Verizon Indemnatee may at its own cost and expense (which cost and expense shall not be subject to indemnification under this Clause 16) settle any such Actions against it so long as such settlement is expressly without prejudice to the interest or position of Supplier.
- 16.4 Supplier and Supplier's insurers shall ensure that all investigations into the incident from which the Action arises and any subsequent settlement discussions are conducted expeditiously and without unnecessary delay.
- 16.5 Notwithstanding Clause 16.3, Verizon Indemnatee shall be entitled to conduct, or take over from Supplier and/or its insurers the conduct of, all negotiations for settlement of the Action being taken against Verizon Indemnatee arising out of the matters referred to in Clause 16.1. Supplier agrees to indemnify Verizon Indemnatee against all costs and expenses incurred by Verizon Indemnatee in relation to the investigation of the incident from which the Action arises and any such negotiations and/or litigation.

17. INSURANCE

- 17.1 Supplier shall maintain insurance as set forth below and shall provide Verizon certificate(s) of insurance to evidence such coverages from insurance companies reasonably acceptable to Verizon. Such certificates shall provide that there shall be no termination, non-renewal or adverse material modification of such coverage without thirty (30) days' prior written notice to Verizon.
- 17.1.1 any mandatory employee-related insurance in accordance with Applicable Laws and regulations and employers' liability for an amount not less than £1,500,000.
- 17.1.2 public and products liability insurance appropriate to Supplier's activities, with Verizon, its parent and their respective subsidiaries, Affiliates and directors, officers and employees thereof named as an additional insured for an amount of not less than £1,500,000 for any one occurrence and in the aggregate in respect of any liability for bodily injury (including death) of any person, personal injury, or property damage arising out of or in connection with the performance of these Terms and Conditions or a PO.
- 17.1.3 professional indemnity insurance for an amount of not less than £1,500,000 in respect of any one claim and in the aggregate, for liability arising from any negligent act, error, omission, misstatement, misleading statement, neglect, breach of duty, malpractice, unintentional breach of contract, personal injury offense or intellectual property infringement, other than patent actually or allegedly committed or attempted by Supplier in the rendering or failure to render the Deliverables or in the failure of the Deliverables to perform the function or serve the purpose intended by Supplier.
- 17.1.4 excess liability insurance of not less than £1,500,000
- 17.2 Neither the insurance required herein nor the amount and type of insurance maintained by Supplier shall limit or affect the extent of Supplier' liability hereunder for injury, death, loss or damage.
- 17.3 Verizon, its parent, and their respective subsidiaries, Affiliates and directors, officers and employees thereof shall not insure or be responsible for any loss or damage to property of any kind owned or leased by Supplier or its employees, servants and agents. Any policy of insurance covering the property owned or leased by Supplier against loss by physical damage shall provide that the underwriters have given their permission to waive their rights of subrogation against Verizon, its parent and their respective subsidiaries, Affiliates and directors, officers and employees thereof.
- 17.4 If Supplier utilizes subcontractor(s) per these Terms and Conditions, then Supplier shall require such subcontractor(s) to comply with these insurance requirements and supply certificates of insurance before any work commences.
- 17.5 Supplier waives its right, and its underwriter's right, of subrogation against Verizon, its parent and their respective subsidiaries, Affiliates and directors, officers and employees thereof, providing that such waiver prior to loss does not void or alter coverage.
- 17.6 For avoidance of doubt, these insurance requirements may be modified to suit specific procurements by inclusion of specific insurance requirements in the associated PO.

18. COMPLIANCE, SUPPLIER CODE OF CONDUCT

- 18.1 Supplier shall comply with all Applicable Laws of the countries, states and localities in which Supplier operates.
- 18.2 Verizon is committed to conducting its business in an ethical, legal and socially responsible manner. Verizon expects its suppliers to share this commitment and has therefore established a Supplier Code of Conduct set forth at <http://www.verizon.com/ethics> which Supplier agrees to adhere to. Verizon reserves the right to change the Supplier Code of Conduct from time to time, effective upon posting of the revised Supplier Code of Conduct Policy at <http://www.verizon.com/ethics> or other notice to Supplier.
- 18.3 Supplier and all its subcontractors shall comply with the Supply Chain Requirements located at <http://www.verizon.com/suppliers>, and incorporated herein by this reference, as the same may be updated from time to time.

18.4 Supplier further agrees that if Verizon's Supplier Risk Office makes contact regarding due diligence questionnaire(s), related follow-up questions to those due diligence questionnaires, or Supplier reassessments, the Supplier will answer the questions and supply the documentation to the best of their ability in a reasonable amount of time at no additional cost to Verizon.

19. ANTI BRIBERY LAWS

Supplier hereby agrees, represents and warrants that neither itself nor any of its directors, shareholders, officers, employees or agents will make or has made or offered, or caused to be made or offered, any payment, loan or gift of money or anything of value directly or indirectly to:

(a) any official or employee of any government, or any agency or instrumentality thereof; or

(b) any political party or official thereof or any candidate for political office; or

(c) any other person, under circumstances in which Supplier, its directors, employees or agents know, or have reason to know, that all or any portion of such money or thing of value will be offered or given, directly or indirectly, to any person named in clauses (a) and (b) above to influence a decision or to gain any advantage for itself, its directors, employees or agents, Verizon or any Affiliate of Verizon, or its or their directors, employees or agents, or their affiliates, in connection with any transaction relating to these Terms and Conditions that could result in a violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and any other law, regulation, order, decree or directive having the force of law and relating to bribery, kick-backs, or similar business practices. Supplier will maintain in place adequate procedures designed to prevent any person (including an employee, agent, subcontractor or subsidiary) who performs services for or on Supplier's behalf from undertaking any of the actions noted in this Clause 19 and from time to time, will at the reasonable request of Verizon confirm in writing that it has complied with this provision and will provide any information reasonably requested by Verizon in support of such compliance and promptly report to Verizon any breach of such obligations. Any breach of this Clause shall be considered an irrevocable breach of these Terms and Conditions and shall be cause for immediate termination of the Agreement.

20. MISCELLANEOUS

20.1 **Costs.** Each Party shall bear all of its own costs expenses and liabilities arising out of, or in connection with, these Terms and Conditions. Neither Party shall be liable or have any obligation to the other for any such costs expenses or liabilities.

20.2 **Assignment.** Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other Party, which consent shall not be unreasonably withheld.

20.3 **No Waiver.** No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

20.4 **Entire Agreement and Variation.** This Agreement: (a) is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior oral or written agreements between the Parties; and (b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties.

20.5 **Notices.** All notices required or permitted to be given under these Terms and Conditions shall be in writing and shall be sufficient if delivered or transmitted to the intended recipient's address as specified above or the email address below, or such other physical and/or email address as either Party may subsequently notify to the other from time to time. Any notice shall be treated as having been served on delivery if delivered by hand or by courier, or on the next working day in the country of receipt if sent by email and provided that the sending Party has proof of successful transmittal.

For the Verizon to:

(i) VSIL.International.Team@one.verizon.com and

(ii) EMEA.Legal.Commercial@verizon.com

For the Supplier to the email contact address set out in the PO.

The provisions of this clause shall not apply to the service of any process in any legal action or proceedings.

20.6 **Headings.** The clause headings are for reference and convenience only and shall not affect the interpretation of these Terms and Conditions.

20.7 **Third Party Beneficiaries.** The Verizon holds the benefit of the indemnities under these Terms and Conditions on trust for its Affiliates.

20.8 **Force Majeure.** If the performance of a Party's obligations pursuant to these Terms and Conditions, or of any obligation, is prevented, restricted or interfered with by reason of Force Majeure, then the Party affected, upon giving prompt notice to the other Party, but in any event no more than twenty (20) days after either learning of such event or after the date when such Party should have known of the event, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are related to the performance so prevented, restricted or interfered with); provided, however, that the Party so affected shall use its commercially reasonable efforts to avoid or remove such causes of non-performance as soon as practicable and both Parties shall resume performance whenever such causes are removed or cease and the Initial Term shall be extended by the term of the duration of the Force Majeure event. Any delay that will or does exceed thirty (30) days duration, shall at Verizon's option, be cause for termination for convenience without payment of liquidated damages.

20.9 **Governing Law.** This Agreement and each PO shall be governed by the laws of the country of incorporation of the Verizon Affiliate entering into this PO, without regard to its choice of law principles and the Parties agree that the courts thereof shall have exclusive jurisdiction. The Parties agree that, to the extent permitted by law, the Vienna Convention of 1980 ("The Convention on Contracts for the International Sale of Goods") and all international and domestic legislative (or other) implementations of that Convention shall not apply in relation to the supply of Deliverables under these Terms and Conditions.

- 20.10 **Survival.** The Parties agree that the provisions of Clauses 1 (Definitions), 9 (Confidentiality), 10 (Data Protection), 11 (Work Products), 13 (Warranty), 14 (Limitation of Liability), 16 (Indemnification) and 20 (Miscellaneous) shall survive the expiration or earlier termination of these Terms and Conditions, as shall any other provisions of these Terms and Conditions which by their nature should also survive.
- 20.11 **Severability.** If any provision of these Terms and Conditions, including any limitation, is held by a Court or a governmental agency or authority to be illegal, invalid or unenforceable, the remaining terms of these Terms and Conditions shall not be affected. The Agreement shall be interpreted as if the illegal, invalid or unenforceable provision had not been included in it, and the illegal, invalid or unenforceable provision shall be replaced by a mutually acceptable provision which, being legal, valid and enforceable comes closest to the intention of the Parties underlying the illegal, invalid or unenforceable provision.
21. **SPECIAL TERMS AND CONDITIONS.** Supplier acknowledges that Customers may from time to time request for certain special terms and conditions to apply to Products and/or Services resold to them. To the extent such special terms and conditions affect the manner in which Supplier performs or supplies those Products and/or Services, Supplier shall in good faith discuss the addition of those special terms and conditions to supplement the terms of these Terms and Conditions. The special terms and condition, if any, shall be set out in the PO or a document referenced in such PO.

ANNEX 1

INVOICING

1. Supplier shall invoice Verizon:

- 1.1 quarterly in advance for the maintenance services portion of the Deliverables;
- 1.2 upon Acceptance by Verizon and/or Customer as applicable for development/installation of Software portions of the Deliverables;
- 1.3 upon delivery for Product portions of the Deliverables; and
- 1.4 upon Acceptance by Verizon and/or Customer as applicable for Product installation portions of the Deliverables.
- 1.5 upon Acceptance of deliverables in accordance with the applicable completion and acceptance criteria for Services described in a SOW.

For the purpose of this Clause 1, "Acceptance" means a written confirmation from Verizon to Supplier stating that it accepts the relevant portion of the Deliverables.

2. Invoicing Details

- 2.1 All invoices and/or credit notes submitted must be accurate and properly completed in that they must contain the following information and be directed to the Verizon's Accounts Payable Address as noted on each PO.
- 2.2 The invoice must state:
 - net amount,
 - gross amount,
 - VAT/GST amount,
 - rate of VAT/GST,
 - invoice number,
 - date of invoice,
 - PO number and line number from, the applicable PO, of the item being invoiced, Any invoice not quoting this information will be returned to the Supplier,
 - details of what Deliverables are purchased under the relevant PO number, and
 - period for which the invoice relates.
- 2.3 Where applicable the invoice should also indicate details of the relevant location at which the Deliverables to have been delivered/provided.
- 2.4 If Supplier submits any invoice, which does not comply with any of the above, Verizon may reject that part of the invoice and will not have to pay that part of the invoice until it has been properly submitted. Verizon shall inform Supplier without undue delay if it identifies any invoice that does not comply with these requirements.

ANNEX 2 WORK PRODUCT TERMS AND CONDITIONS

1. DEFINITIONS:

"Excluded IP Rights" means the logos, get-up, trade names, internet domain names, database rights, semi-conductor topography rights, utility models, rights in know-how belonging to any Party whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

"Pre-Existing IP" means all Intellectual Property owned by a legal entity or other person, the ownership of which either (i) pre-dates the Effective Date, or (ii) arises exclusively as a result of independent development by such legal entity or other person and not as a result of the performance of these Terms and Conditions or of such legal entity's or other person's exposure to any Confidential Information or other Intellectual Property of Verizon.

"Moral Rights" has the meaning given in article 6bis of the Berne Convention for the Protection of Literary and Artistic Works.

2. INTELLECTUAL PROPERTY RIGHTS:

- 2.1 Unless otherwise agreed in writing, Verizon shall be the sole owner of all right, title and interest to the Work Product including all Intellectual Property therein but excluding the Excluded IP Rights. To the extent the Work Product consists of works protectable by copyright, the Parties agree that the Work Product shall be deemed work-made-for-hire (as defined in the US Copyright Act of 1976), with all copyrights vesting immediately in Verizon. With respect to all forms of Intellectual Property and except for the Excluded IP Rights, Supplier on behalf of itself and all Supplier Personnel hereby assigns to Verizon the ownership of all Intellectual Property in the Work Product, and Supplier agrees, and will cause all Supplier Personnel, to execute all documents, perform all acts and provide any other assistance or information, all as necessary or appropriate to Verizon's perfection of its sole ownership of such Intellectual Property and Work Product. Notwithstanding the foregoing but subject to Clause 2.4 below, the terms of this Clause 2.1 shall not apply to the Excluded IP Rights and any Pre-Existing IP of Supplier or any third party incorporated into the Work Product.
- 2.2 Supplier shall, and shall cause all Supplier Personnel to, promptly disclose all portions of the Work Product to Verizon, including any writings, concepts, processes, ideas, methods, inventions, improvements or discoveries, whether or not copyrightable or patentable, drawing attention to any new or innovative features or concepts therein.
- 2.3 All Work Product shall constitute Confidential Information of Verizon. Supplier shall, and shall cause all Supplier Personnel to, mark all tangible embodiments of Work Product, including software, with the legends "Confidential Information of Verizon" and "© 20__ Verizon. All Rights Reserved" immediately upon creation.
- 2.4 Supplier shall not, without the prior written consent of Verizon, incorporate into the Work Product any Pre-Existing IP in which Supplier, any Supplier Personnel or any other person claims an ownership interest that would conflict with Verizon's sole ownership pursuant to this Intellectual Property Rights provision. Supplier shall immediately identify to Verizon any Intellectual Property as to which it intends to seek such consent, and Verizon may withhold such consent in its sole discretion. Supplier hereby grants (and if necessary shall cause all Supplier Personnel and any other relevant legal entity or other person to grant) to Verizon a non-exclusive, non-terminable, non-cancellable, fully-paid up, royalty free, assignable, transferable, sub licensable, irrevocable, worldwide, perpetual license to copy, distribute, perform publicly, display publicly, prepare derivative works of, make, have made, use, have used, sell, have sold and modify or have modified any and all Pre-Existing IP incorporated into the Work Product (but only to the extent so incorporated and excluding all Excluded IP Rights), all as reasonably necessary or appropriate to Verizon's enjoyment and commercial exploitation of its rights of ownership of the Work Product pursuant to this Intellectual Property Rights provision. Supplier hereby represents and warrants to Verizon that it possesses all ownership or license rights or other powers necessary to grant (or to cause Supplier Personnel and any other relevant legal entity or other relevant person to grant) to Verizon the rights described in this Intellectual Property Rights provision.
- 2.5 Supplier must procure from those of Supplier Personnel who are the authors or makers of any copyright material in the Work Product, a consent in writing authorizing Verizon, its licensees and successors in title and any other person authorized by Verizon or by its licensees or successors in title, to use such material for the purposes for which the material was created and for Verizon's other business purposes, including exercising for any of those purposes all acts comprised in the copyright in the material, even if that use or act would infringe any Moral Rights of any person. Supplier must ensure that the consents of Supplier Personnel are genuinely given and must promptly provide Verizon with written evidence of all such consents if required by Verizon.

3. TERMINATION:

- 3.1 In the event all or part of a PO is terminated subject to the provisions of these Terms and Conditions, Supplier shall immediately deliver to Verizon all copies of the Work Product that are in its or any third party's possession, whether or not such Work Product has been completed or is still in progress. Such Work Product shall, for all purposes of these Terms and Conditions, be deemed a Product delivered to Verizon, with respect to which Verizon shall have all applicable ownership rights.

ANNEX 3

ADDITIONAL TERMS APPLYING TO A SUPPLIER WHICH IS EITHER AN OEM, DISTRIBUTOR OR VALUE ADDED PROVIDER

I Where Supplier is an OEM, Supplier shall agree to the following provisions:

1. **Product Information.** Supplier shall maintain current information on Product, Services and Software lead times which shall be made available to Verizon by a method that allows prompt (preferably, real-time) access at any time and to assist Verizon in facilitating opportunity driven due dates.
2. **Global Trade Compliance.** Supplier shall agree to submit the Deliverables to the Bureau of Industry and Security, US Department of Commerce or foreign equivalent, to undergo product classification, encryption review, mass market review, as necessary or undergo any other procedures required under applicable export-import laws and regulations to facilitate importation, exportation or re-exportation of the Deliverables.

II Where Supplier is a distributor, reseller, or channel partner that resells OEM Deliverables, Supplier shall agree to the following provisions:

1. **Returns.** Verizon may return unused Products with current labels, seals and packaging intact. Product must be shipped back (prepaid) to Supplier at Verizon's own cost. Supplier will refund [100%] of the net purchase price of the Product upon receipt of the Products as stated herein.
2. **Global Trade Compliance.** Supplier shall cooperate in good faith to support efforts to have the original equipment manufacturer or developer submit the Deliverables for product classification and review to the Bureau of Industry and Security, US Department of Commerce or foreign equivalent, to undergo product classification, encryption review, mass market review, as necessary or undergo any other procedures required under applicable export-import laws and regulations to facilitate importation, exportation or re-exportation of the Deliverables.
3. **Pricing.**
- 3.1 In respect of OEM Deliverables the discount off OEM list price and Supplier's uplift percentages are set forth in the PO. Unless otherwise stated in the PO, or a quote with lower pricing is provided, Verizon Price shall be the OEM's current list price less the discount the OEM has agreed to provide to the Verizon Affiliate that has a direct relationship with the OEM plus Supplier's uplift. The formula is: Verizon Price (net cost) = (List Price – (OEM supported Verizon Affiliate Discount * LP)) + (LP * Supplier Uplift) where LP = OEM List Price.
- 3.2 During the Initial Term and any Renewal Term, Supplier's uplift percentages for OEM Deliverables and the Pricelist shall be reviewed by the Parties from time to time, and if a change is mutually agreed shall be applied by an executed amendment to these Terms and Conditions.
- 3.3 Supplier shall provide prompt notice in the event that the OEM changes the list price for any Products and/or Services and/or Software.
4. **Warranties.** Supplier will ensure that Verizon and its Customers have the benefit of any manufacturer warranties and any Intellectual Property indemnities ("IP Indemnity"). The inability to pass on the manufacturer warranties and/or IP Indemnity to its Customer will be a cause for Verizon, at its election, to terminate the purchase of the affected Products and/or Software and associated PO (either in whole or in part) without liability.
5. **Shipping and Delivery**
- 5.1 Supplier must ensure that all in-stock Products are delivered to the local destination specified in the PO by the delivery date specified in the PO, ("Delivery Date"). If Supplier fails to meet the Delivery Date, Verizon may require an expedited delivery, with any additional costs to be borne solely by Supplier, or Verizon may cancel all or part of the Deliverables without penalty or liability or any further obligation to Supplier with respect to such Deliverables.
- 5.2 Supplier shall provide Verizon written notice within one (1) Business Day upon receipt of notice from the OEM when the OEM provides notice of (a) discontinuation of a particular Product or Service; (b) termination of Supplier's right to distribute or resell a particular Product or Service; or (c) any price increases or decreases for OEM Products and OEM Services sold by Supplier to Verizon.
- 5.3 Supplier shall provide Verizon ninety (90) days advance written notice if Supplier unilaterally terminates distribution of (a) a particular OEM Product category; (b) an entire OEM Product group; or (c) an entire OEM Product line.

III Where Supplier is a value-added provider that provides services in relation to OEM Deliverables, Supplier shall agree to the following:

1. **Global Trade Compliance.** Supplier shall agree to submit the Deliverables to the Bureau of Industry and Security, US Department of Commerce or foreign equivalent, to undergo product classification, encryption review, mass market review, as necessary or undergo any other procedures required under applicable export-import laws and regulations to facilitate importation, exportation or re-exportation of the Deliverables.
2. **Acceptance.**
- 2.1 All Deliverables shall be subject to the acceptance process set out herein. Verizon will accept a Deliverable if, in Verizon's reasonable opinion, the Deliverable conforms with the relevant PO and any applicable Specifications or SOWs ("Acceptance"). Acceptance or failure to accept ("Non-Conformance") shall not affect Verizon's rights or Distributor's obligation to perform under **Section 12 (Warranties)** of these Terms and Conditions or any other rights or remedies available to Verizon. Verizon's right to inspect and test does not relieve Supplier from its testing, inspection and quality control obligations, if applicable.
- 2.2 **Acceptance Process**
- 2.2.1 Unless a longer period is mutually agreed on a case-by-case basis, Verizon shall have a period of thirty (30) Business Days ("Business Days" meaning each day where business is carried out within the territory) following delivery ("Acceptance Period") within which to either accept the Deliverable or provide Supplier with written notice of Non Conformance.
- 2.2.2 If a Deliverable (or any part thereof) is Non-Conforming, Verizon may return such Non-Conforming Deliverable to Supplier, at Supplier's risk and expense, and receive a full refund or credit for all amounts paid for the Deliverable. In the alternative, Verizon may grant Supplier the opportunity to repair or replace or re-perform any Non-Conforming Deliverable, in whole or in part, within five (5) Business Days, or such time period as is determined by Verizon to be reasonable based on Customer's expectations and requirements. After such repair, replacement, or re-performance is completed, the Acceptance process set forth in this Clause 2.2 shall begin anew
3. **Risk of Loss.** The following provision shall apply in lieu of Clause 5.4 (Risk of Loss):

"If Supplier installs the Products upon delivery to Verizon or Customer's site, risk of loss (including damage) shall pass to Verizon upon Acceptance (as defined in paragraph III Clause 2.2 of Annex 3.) of the installation Service. If the Supplier does not install or carry out any other Services in relation to the Products following delivery of the same, risk of loss (including damage) shall pass to Verizon upon delivery of the Products to Verizon or Customer's site by the Supplier."

- IV.** Supplier shall be obligated to acknowledge receipt of a PO within one (1) Business Day of issue. If Supplier has not provided notice of rejection of a Purchase Order within one (1) Business Day of issue, then unless such acceptance period is extended by mutual written agreement, the PO shall be deemed to have been accepted.
-

ANNEX 4

Description of Processing/Transfer

1. LIST OF PARTIES

A. For the purposes of the **C-C, C-P and P-P Transfer Clauses**:

Data Exporter: Verizon and its Affiliates. The activities relevant to the transfer are the activities in Section 7 below.

Data Importer: Supplier. The activities relevant to the transfer include are the activities in Section 7 below.

B. For the purposes of the **P-C Transfer Clauses**:

Data Exporter: Supplier. The activities relevant to the transfer include are the activities in Section 7 below.

Data Importer: Verizon. The activities relevant to the transfer include are the activities in Section 7 below.

2. CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED

[List the categories of Data Subjects. Confirm whether the Data Subjects are Verizon employees/contractors and/or Verizon customer employees/contractors/end users, or other.]

3. CATEGORIES OF PERSONAL DATA TRANSFERRED [Supplier to add in the PO any others not identified by x below]

Personal Data to be processed/transferred concerns the following categories of Personal Data:

Please place an "X" by any data categories that apply	Personal Data	Description
X	Name	Of Verizon/Verizon Affiliate employees/contractors and/or customers/contractors
	Home address	
X	Work address	Of Verizon/Verizon Affiliate employees/contractors and/or customers/contractors
	Home phone number	
X	Mobile phone number	Of Verizon/Verizon Affiliate employees/contractors and/or customers/contractors
	Home email address	
X	Business email address	Of Verizon/Verizon Affiliate employees/contractors and/or customers/contractors
	Personal account number	
	Personal reference number	
	Employee number	
	IP address/device identifier	
	National insurance/identification number	
	Bank account information	
	Other (please specify)	

4. SPECIAL CATEGORIES OF PERSONAL DATA OR SENSITIVE DATA TRANSFERRED (IF APPLICABLE) AND APPLIED RESTRICTIONS

Please list any special categories of data including sensitive data that you process. This includes data related to gender, location, biometrics, genetics, health, race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation, and data related to criminal offences.

Please see section 11 below for applied restrictions.

N/A. **[VzB Legal comment: Update in PO if special categories of personal data is to be processed by the supplier engaged by Verizon]**

5. COUNTRIES OF ORIGIN OF PERSONAL DATA PROCESSED

Please indicate the countries of origin of Personal Data Supplier process on Verizon's behalf.

Please place an "X" by any countries that apply	Country of origin
X	European countries
X	UK
	Other countries, e.g., Asia Pacific countries, Latin American countries, Canada, Russia, Ukraine, Africa and Middle East Please specify: [insert countries]
	US

[VzB Legal comment: generally would be UK/EEA but please update in PO if other jurisdictions involved]

6. PROCESSING LOCATIONS

Please indicate the countries in which you will process Personal Data on Verizon's behalf.

Please place an "X" by any countries that apply	Processing Locations
X	Europe
X	UK
	Other countries, e.g., Asia Pacific countries, Latin American countries, Canada, Russia, Ukraine, Africa and Middle East Please specify: [insert countries]
	US

[VzB Legal comment: please insert processing locations in PO if other than as set out below]

7. NATURE OF THE PROCESSING

Personal Data will be subject to the following basic processing activities (please specify):

Please place an "X" by any processing activities that apply	Processing activity

X	Receiving data, including collection, accessing, retrieval, recording, and data entry
X	Holding data, including storage, organisation and structuring
	Using data, including analysing, consultation, testing, automated decision making and profiling
X	Updating data, including correcting, adaptation, alteration, alignment and combination
	Protecting data, including restricting, encrypting, and security testing
X	Sharing data, including disclosure, dissemination, allowing access or otherwise making available
X	Returning data to the data exporter or data subject
X	Erasing data, including destruction and deletion
	Other (please specify)

[VzB Legal comment: please complete table above as applicable to the processing to be undertaken]

8. PURPOSES OF THE DATA TRANSFER AND FURTHER PROCESSING

The provision of the Services under the Agreement.

9. DURATION OF PROCESSING

For the duration of the Services under the Agreement unless otherwise instructed by Verizon or to comply with Applicable Laws, including with tax or legal obligations or Data Protection Laws to which the Supplier is subject.

10. MAXIMUM DATA RETENTION PERIODS (if applicable)

See section 9 above.

11. DESCRIPTION OF THE TECHNICAL AND ORGANISATIONAL SECURITY MEASURES IMPLEMENTED BY THE DATA IMPORTER

Please indicate if you have already agreed to the Verizon security requirements. If yes, please list the date you agreed to the Verizon security requirements and any master contract number and Exhibit/section number of the master agreement under which you have agreed to the Verizon security requirements.

At a minimum, security measures will include those measures described in the Verizon security requirements available at <http://www.verizon.com/suppliers/> (or successor website), which are incorporated herein by this reference, as the same may be updated from time to time.

12. LIST OF SUBPROCESSORS

Please list all current Subprocessors that are processing Personal Data related to the Services Supplier is providing to Verizon, including specific geographic location(s) where processing takes place, including all locations where Personal Data may be processed. Specific addresses are not necessary; relevant countries are sufficient.

Name	Country	Subject matter and nature of the processing	Duration of the processing

[VzB Legal comment: please insert list of sub-processors]

13. REGISTRATION REQUIREMENTS (IF APPLICABLE)

N/A

14. CONTACT POINTS FOR DATA PROTECTION ENQUIRIES/PERSONS APPOINTED TO MONITOR COMPLIANCE WITH THIS EXHIBIT

Verizon: International-Data-Privacy@verizon.com

Supplier:

[VzB Legal comment: please insert email address for key contact in PO.]