



PRODUCT AND SERVICE SUPPLY AGREEMENT

Verizon UK Limited
("Verizon Signatory")
Reading International Business Park
Basingstoke Road
Reading
Berkshire
RG2 6DA
United Kingdom

Insert Supplier Name
("Supplier Signatory")
Address Line 1
Address Line 2
Address Line 3

THIS PRODUCT AND SERVICE SUPPLY AGREEMENT is made this day of 20 between the Parties identified above.

WHEREAS:

- (1) The Supplier Group are in the business of marketing, distributing, selling and/or supporting certain communications and other technology hardware, software programs, and/or related accessories and services including the Products and/or Services described in Annex 2 hereof or in a PO.
- (2) The Supplier Signatory and Verizon Signatory wish to establish a contractual framework for the supply and receipt of the Products and/or Services for delivery to anywhere in the Territory from time to time for its internal use and/or on-sale and/or rental to Customers, and have agreed to do so on the terms and conditions set out below.
- (3) Furthermore, the Verizon Signatory wishes to ensure that any of its Affiliates can deal with relevant members of the Supplier Group on the same terms and conditions as contained in this Agreement.
- (4) This Agreement is intended to facilitate the conclusion of individual contracts in the form of Purchase Orders.

IT IS AGREED:

1. DEFINITIONS

"Adoption Agreement" means the local enabling agreements, if any, in a form to be supplied by Buyer (or Buyer Affiliate) between one or more Verizon Affiliates and one or more members of the Supplier Group. Adoption Agreements are designed to enable Verizon Affiliates to participate in the benefit of this Agreement whilst complying with tax, regulatory and/or other local requirements and/or to mitigate tax or regulatory liabilities to the extent legally permitted and/or to facilitate Verizon Affiliate's operational or other needs.

"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.

"Agreement" means, as between Verizon and Supplier Signatory, this Product and Service Supply Agreement, (including the terms and conditions contained in all attached Annexes, and in any other documents made a part of this Agreement or incorporated by reference, including any written amendments hereto), and, as between Buyer and Supplier, the relevant Adoption Agreement and/or Purchase Order(s) incorporating the terms of this Product and Service Supply Agreement.

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

"Applicable Laws" 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 Buyer 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.

"Buyer" means the Verizon Signatory or the Verizon Affiliate identified in the PO.

"Buyer Data" shall include, but not be limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal data and/or private information of Buyer, the Customer, its employees or authorised users of Buyer services, and other data provided by Buyer, its Affiliates and their respective agents in connection with the provision of Buyer services.

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"Buyer Indemnitee" means any party that exercises any indemnity rights conferred by or pursuant to this Agreement, including without limitation Verizon Signatory, its Affiliates and any third party.

"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 this Agreement, 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 Buyer, for which Supplier may provide Deliverables to Buyer to be on sold or otherwise provided by Buyer to Customer.

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

"Effective Date" means the date stated above, or where no date has been specified, the date of the Purchase Order issued pursuant to this Agreement.

"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 EEA and Switzerland 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 or Verizon Affiliate.

"Party" in its singular or plural form, refers to Verizon, Supplier Signatory, Buyer or Supplier or any of them, as dictated by the use.

"Personal Data" has the meaning set out at Annex 6.

"PO" or "Purchase Order" means a purchase order placed by Buyer pursuant to this Agreement for the Deliverables which may be accompanied by Supplier's quotation.

"Pricelist" means the prices and/or discounts offered to Buyer for the Deliverables provided by Supplier pursuant to this Agreement as set out in Annex 2, or as otherwise specified on any PO or as otherwise agreed from time to time between the Parties. Such pricelist will conform to the requirements of Annexes 2 and 5 hereof.

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

"Software" means: (a) the computer software programs that have been provided to Buyer 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 Buyer; (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 Buyer.

"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 Buyer.

"Supplier" means, as the context requires, the Supplier Signatory and jointly and severally, the Supplier Signatory and the member of the Supplier Group that accepts the PO for the Deliverables or agrees to provide the Deliverables pursuant to this Agreement.

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

"Supplier Group" includes all Affiliates of the Supplier Signatory.

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

“Territory” means EMEA and APAC.

“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 Affiliate” means any Affiliate of the Verizon Signatory.

“Verizon Group” includes all Affiliates of the Verizon Signatory

“Work Product” means all items and information, tangible or intangible, in whatever form or media, whether or not physically delivered to Buyer 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 this Agreement, a Work Product shall be deemed to be a Product.

2. SCOPE OF AGREEMENT

- 2.1 Supplier Signatory acknowledges and agrees that each Verizon Affiliate shall be entitled to participate in the benefit of this Agreement either by way of PO incorporating the terms of this Agreement or, at Verizon Signatory’s election, by entering into an Adoption Agreement with the relevant member of Supplier Group. In such circumstances: (a) unless the context indicates otherwise, all references in this Agreement to Buyer shall be deemed in such instance to refer to such Verizon Affiliate with respect to the Deliverables so purchased by that Verizon Affiliate; and (b) Verizon Signatory and/or other Verizon Affiliates shall have no liability whatsoever for the acts, omissions, performance, or non-performance of other Verizon Affiliates.
- 2.2 Supplier Signatory agrees that in order to comply with tax, regulatory and/or other local requirements and/or to mitigate tax or regulatory liabilities to the extent legally permitted and/or to facilitate the Verizon Group’s operational or other needs, Supplier Signatory will facilitate the arrangements if requested by Verizon Signatory for any of its Affiliates to enter into an Adoption Agreement with one or more members of Supplier Group. If an Adoption Agreement contains terms that are in conflict with, or in addition to, the terms of this Agreement, then the terms of such Adoption Agreement shall prevail over the terms of this Agreement but only as pertaining to any transactions governed by the terms of such Adoption Agreement.

3. PURCHASE AND RESALE OR RENTAL OF DELIVERABLES

- 3.1 Each PO shall be a separate contract entered into between Buyer and Supplier which is governed exclusively by and shall be deemed to incorporate by reference the terms and conditions of this Agreement.
- 3.2 During the term of this Agreement, Buyer shall be entitled to purchase Deliverables from Supplier for the charges (or such other charges as agreed by the Parties from time to time) set out in the Pricelist on its own behalf or for resale to Customers and delivery/deployment in the destination as specified on the relevant PO. Nothing herein shall limit the right of Buyer from obtaining from Supplier more favourable pricing and volume discounts than otherwise available hereunder.
- 3.3 In the event of any conflict or inconsistency between any provision contained in this Agreement and any other provision contained in any SOW (where applicable) and/ or PO, the following descending order of precedence shall apply:
 - 3.3.1 PO;
 - 3.3.2 SOW (where applicable);
 - 3.3.3 this Product and Service Supply Agreement (excluding the Supplier Code of Conduct).
 - 3.3.4 The Supplier Code of Conduct at <http://www22.verizon.com/ethics/>

Any pre-printed terms and conditions sent by Supplier to Buyer 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 Buyer does not object explicitly.

- 3.4 The execution of this Agreement shall neither oblige Buyer to place a PO, nor to purchase Products and/or Services, nor shall it prevent Buyer from obtaining tenders or entering into Agreements with third parties for any products or services whatsoever (including without limitation the Deliverables).
- 3.5 Buyer shall be entitled to place a PO for any Deliverables set out in Annex 2, SOW, or Supplier’s quotation.
- 3.6 In addition to the SOWs for standardized Services that may be attached to the Agreement as of the date of execution, additional customized SOWs may be added from time to time, either to specific POs or to the Agreement by way of amendment agreed between the parties.
- 3.7 Buyer shall have the sole discretion to establish the pricing as well as the terms and conditions set forth in any Buyer 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 the terms of this Agreement.
- 4.2 **Buyer/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 Buyer’s or any Customer’s premises.
 - 4.2.2 If Supplier enters Buyer’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 Buyer’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, Buyer 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 this Agreement 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 Buyer 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 under the US or international munitions list.

4.3.3 Supplier shall provide ECCN information, HTS information, and other data reasonably requested by Buyer 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 Buyer 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 this Agreement 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, Buyer'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 2010), unless otherwise specified by Buyer 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 Buyer 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 Buyer'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 Buyer 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 Buyer are located in two different jurisdictions, and the "ship-to" address is located in the same jurisdiction as Buyer's country of domicile, title to Products shall transfer to Buyer upon delivery to the "ship-to" address.

5.3.2.3 If Supplier's Distribution Centre, Buyer and the "ship-to" address are all located in different jurisdictions, title shall transfer to Buyer 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 Buyer.

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, Buyer may require an expedited delivery, with any additional costs to be borne solely by Supplier, or Buyer 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 Buyer which consent may be withheld in the sole discretion of Buyer.

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 Buyer 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 Buyer in writing, prior to Supplier's fulfilment of the PO. Upon receipt of notice from Supplier, Buyer may cancel the PO without any further liability to Supplier.

- 5.10 Supplier acknowledges that Deliverables may be ordered by Buyer in support of or to satisfy Buyer'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 this Agreement to provide the Deliverables, it shall either prior to:

6.1.1 entering into this Agreement provide Buyer with a list of its suppliers and/or sub-contractors that may be used for the purpose of providing the Deliverables and make available to the Buyer an up to date list of such suppliers and/or subcontractors throughout the term of this Agreement;; or

6.1.2 accepting a PO, notify Buyer and seek its consent to engage the services of suppliers and/or sub-contractors 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 this Agreement, 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 Buyer which will be used in conjunction with Buyer's or Customer's network infrastructure. In such circumstances, Buyer may provide Supplier with Buyer'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 5 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 this Agreement, Buyer 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 Buyer 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 Buyer'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 Buyer 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 Bank of England.

- 7.5 If expressly stated in an applicable PO, pre-approved travel and living expenses of Supplier Personnel will be reimbursed accordingly by Buyer and unless expressly stated, shall be subject to the limitations of, Buyer's then current travel and expenses policy, which can be provided to Supplier on request.

- 7.6 Buyer 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 Buyer 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 this Agreement to the contrary, Buyer 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 this Agreement, 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 Buyer's inspection at Supplier's business office where such records are kept, upon Buyer'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, Buyer reserves the right to set off any amount owing at any time from Supplier to Buyer against any sums payable by Buyer to Supplier under this Agreement.

8. TERM

This Agreement shall commence as of the Effective Date and shall remain in full force and effect, unless terminated in accordance with the provisions of this Agreement, for an initial term of three (3) years from such Effective Date (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless terminated in accordance with any provisions of this Agreement; provided however, that if any PO remains unfulfilled on the date of expiration of the Initial Term or Renewal Term, this Agreement shall not terminate but shall expire only upon fulfilment of the last valid PO. The specific term for any Services to be provided hereunder shall be described in Annex 2, the SOW or the applicable PO.

9. CONFIDENTIALITY

- 9.1 Both Parties agree that the existence, terms and conditions of this Agreement, 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 this Agreement; 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 this Agreement 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 this Agreement. 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 this Agreement 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.

10. DATA PROTECTION

- 10.1 Buyer acknowledges that Supplier will, by virtue of the provision of Products and/or Services to Buyer, come into possession of Buyer Data which contains Personal Data.
- 10.2 Supplier agrees and warrants that in addition to this section 10, Supplier shall comply with all of the applicable data processing obligations in Annex 6 and supply the requested data processing information set forth in Annex 7.
- 10.3 Subject to Clause 6.3 and in accordance with Annex 6, Supplier shall implement appropriate technical and organisational measures to protect Buyer Data against accidental or unlawful use or destruction, accidental loss, alteration, unauthorised disclosure or access and against other unlawful forms of processing,
- 10.4 Buyer and Supplier will in accordance with their respective roles under this Agreement comply with all data protection, privacy or law enforcement requirements applicable to the provision of the Products and/or Services and in the jurisdiction where Buyer Data is collected and the Supplier will execute any document or appendix or provide such information as is reasonably required under Applicable Laws. In particular, where the Buyer Data is processed in the European Union and transferred to a Supplier (or its subcontractor) outside the European Economic Area and Switzerland as a processor, the Supplier will and will procure that its subcontractors will:
- 10.4.1 process the personal data included in the Buyer Data strictly in accordance with this Agreement together with any instructions received in writing from authorised personnel at the Buyer from time to time which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Buyer to the Supplier during the term of this Agreement; and
 - 10.4.2 where the Supplier subcontracts the performance of the Deliverables in accordance with Clause 6 which involves the processing of personal data, it shall do so only by way of a written agreement with the subcontractor which imposes the same obligations on the subcontractor as are imposed on the Supplier under this Clause 10 and Annex 6.
- 10.5 If, in the performance of the Deliverables, Buyer Data which is processed in the European Union is transferred to a Supplier (or its subcontractor) established outside the European Economic Area and Switzerland the parties will comply with the additional obligations and warranties set out in the following provisions;

- 10.5.1 Where the Buyer and the Supplier are both controllers, the Buyer and Supplier will comply with (a) Part I of Annex 6; (b) Part III of Annex 6 excluding the C to P Transfer Clauses; and (c) supply the information requested in Annex 7;
- 10.5.2 Where the Buyer is a controller and the Supplier is a processor, the Buyer and Supplier will comply with (a) Part II of Annex 6; (b) Part III of Annex 6 excluding the C to C Transfer Clauses; and (c) supply the information requested in Annex 7; and
- 10.5.3 Where the Buyer is a processor acting for a third party controller and the Supplier is a sub-processor, the Buyer and the Supplier shall comply with (a) Part II of Annex 6; (b) Part III of Annex 6 excluding the C to C Transfer Clauses; and (c) supply the necessary information in Annex 7.
- 10.6 Upon Buyer written request or upon termination of this Agreement, Supplier shall (a) immediately cease processing Buyer Data received under this Agreement, (b) return Buyer Data and all copies, notes or extracts thereof to Buyer (excluding that information that is necessary to comply with tax or legal requirements) promptly following receipt of request, and (c) confirm in writing that it has complied with the obligations set forth in this Clause 10.6 and Annex 6.
- 11. WORK PRODUCTS**
- If Supplier is providing Buyer with a Work Product, the terms and conditions set out in Annex 3 of this Agreement are incorporated herein.
- 12. INDEPENDENT CONTRACTOR**
- 12.1 Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Supplier and Buyer or as providing for the sharing of profits or losses arising from the efforts of either Party. Neither Party is by virtue of this Agreement 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 this Agreement.
- 13. WARRANTY**
- 13.1 The Parties each warrant that they have the power and authority to enter into and perform the obligations of this Agreement, and the execution and performance of this Agreement 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, not damaged, packaged properly, free of defect, and do not contain any Malicious Code;
- 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 Buyer or Customer, Supplier shall not invoke such disabling code at any time, including upon expiration or termination of this Agreement for any reason, without Buyer's prior written consent.
- 13.2.4 for all Products and Services provided by Supplier to Buyer 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 Buyer the rights to permit Buyer's resale of the Products and Services to Customer.
- 13.3 Subject to paragraph II. Clause 4 of Annex 5, 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 this Agreement. Notwithstanding Clause 5.4 (above) or paragraph III. Clause 3 of Annex 5, as applicable, Supplier, at no additional cost to Buyer, shall within fifteen (15) days after notice from Buyer, correct and re-deliver/re-perform to Buyer any Deliverables not in compliance with this warranty.
- 13.4 If Buyer is purchasing the Products for the purpose of its use or its Customer's use in EMEA, 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 Buyer 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 Buyer.
- 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 Buyer for the purpose of resale or transfer to Buyer'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 this Agreement, each Party's total liability to the other (and, in the case of the Buyer, "Party" in this Clause 14 refers to the Buyer Signatory and each respective Buyer Affiliate obtaining Deliverables under this Agreement) in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any loss, liability or cost arising in connection with this Agreement, shall be limited to £five (5) million 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 BUYER 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, Buyer may terminate said PO, in whole or in part, without cause in which event Buyer'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 Buyer shall retain any delivered Deliverables, if any, in which event Buyer 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 this Agreement or a PO, 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 this Agreement 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.
- 15.5 Upon thirty (30) days prior written notice, Buyer may terminate this Agreement following the expiration of the Initial Term.
- 16. INDEMNIFICATION**
- 16.1 Subject to Clause 16.3, Supplier indemnifies each Buyer Indemnitee from and against any loss, costs (including reasonable legal), damages or expenses that any Buyer Indemnitee incurs or is liable for, directly or indirectly in connection with any:
- 16.1.1 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);
- 16.1.2 personal injury, death or damage to property (including tangible personal property and real property) caused or contributed to by Supplier or any Supplier Personnel;
- 16.1.3 willful misconduct of Supplier or any Supplier Personnel;
- 16.1.4 unlawful or negligent act or omission of Supplier or any Supplier Personnel;
- 16.1.5 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
- 16.1.6 the absence of an independent contractor relationship between Supplier or any Supplier Personnel and Buyer.
- 16.1.7 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 Buyer 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 Buyer 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 this Agreement with respect to such Deliverables, becomes, or in Buyer'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 this Agreement 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 this Agreement, while permitting the continued exercise of the rights conferred by or pursuant to this Agreement 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 Buyer's notice that an Action is likely to occur, as applicable, then Supplier shall promptly upon Buyer's written request, refund to Buyer 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 Buyer Indemnitee prior to settling any such Action, and Supplier cannot bind Buyer Indemnitee or materially prejudice Buyer Indemnitee without Buyer Indemnitee's prior written consent. Buyer Indemnitee 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 Buyer Indemnitee. Moreover, at any time, Buyer Indemnitee 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, Buyer Indemnitee 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 Buyer Indemnitee arising out of the matters referred to in Clause 16.1. Supplier agrees to indemnify Buyer Indemnitee against all costs and expenses incurred by Buyer Indemnitee 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 Buyer certificate(s) of insurance to evidence such coverages from insurance companies reasonably acceptable to Buyer. 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 Buyer.
- 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 Buyer, 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 this Agreement 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 Buyer, 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 Buyer, its parent and their respective subsidiaries, Affiliates and directors, officers and employees thereof.
- 17.4 If Supplier utilizes subcontractor(s) per this Agreement, 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 Buyer, 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 Buyer is committed to conducting its business in an ethical, legal and socially responsible manner. Buyer expects its suppliers to share this commitment and has therefore established a Supplier Code of Conduct set forth at <http://www22.verizon.com/ethics/> which Supplier agrees to adhere to. Buyer 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://www22.verizon.com/ethics/> or other notice to Supplier.

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, Buyer or any Affiliate of Buyer, or its or their directors, employees or agents, or their affiliates,

in connection with any transaction relating to this Agreement 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 Buyer confirm in writing that it has complied with this provision and will provide any information reasonably requested by Buyer in support of such compliance and promptly report to Buyer any breach of such obligations. Any breach of this Clause 19 shall be considered an irrevocable breach of this Agreement 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, this Agreement. 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.** Except as otherwise expressly provided herein, any notices required to be given under this Agreement shall be delivered by hand or posted by recorded delivery mail to in the case of the Supplier, the relevant address described on the front page of this Agreement or the applicable PO, and in the case of the Buyer to both addresses below:

- (i) Attention of: the Head of International Procurement

Verizon
Reading International Business Park
Basingstoke Road
Reading
Berkshire
RG2 6DA
United Kingdom

- (ii) Attention of: Head of Commercial Legal

Verizon
Reading International Business Park
Basingstoke Road
Reading
Berkshire
RG2 6DA
United Kingdom

- 20.6 **Headings.** The clause headings are for reference and convenience only and shall not affect the interpretation of this Agreement.
- 20.7 **Third Party Beneficiaries.** The Buyer holds the benefit of the indemnities under this Agreement on trust for its Affiliates.
- 20.8 **Force Majeure.** If the performance of this Agreement, 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 Buyer'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 English law 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 this Agreement.
- 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 this Agreement, as shall any other provisions of this Agreement which by their nature should also survive.
- 20.11 **Severability.** If any provision of this Agreement, including any limitation, is held by a Court or a governmental agency or authority to be illegal, invalid or unenforceable, the remaining terms of this Agreement 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 this Agreement. The special terms and condition, if any, shall be set out in Annex 4 herein.

FOR AND ON BEHALF OF VERIZON

FOR AND ON BEHALF OF SUPPLIER SIGNATORY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ANNEX 1

INVOICING

1. Supplier shall invoice Buyer:

- 1.1 quarterly in advance for the maintenance services portion of the Deliverables;
- 1.2 upon Acceptance by Buyer 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 Buyer 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 Buyer 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 Buyer'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, Buyer may reject that part of the invoice and will not have to pay that part of the invoice until it has been properly submitted. Buyer shall inform Supplier without undue delay if it identifies any invoice that does not comply with these requirements.

ANNEX 2

PRODUCTS, SERVICES AND PRICE LIST

TO BE COMPLETED BY PARTNERS/PRODUCT MARKETING/BUSINESS OWNER OF THE DOCUMENT

AS PART OF PROCESS

1. Product and/or Software Description

[Notes: In this section sets out:

- the name and/or product ID of **ALL** Product(s) and/or Software(s) that Buyer **may** wish to purchase from the Supplier, along with a description of the Products and/or Software (where appropriate, you can attach or refer to the Supplier's product catalogue);
- in relation to Software, attach and refer to the Software license]

2. Service Description

[Notes: In this section sets out:

- The name and description of **ALL** the Services that Buyer **may** wish to purchase from the Supplier;
- Where appropriate, attach and refer to an SOW for a description of the Services. SOWs may be added on a case by case basis for Services to be provided during the term of the Agreement. All SOWs should detail:
 - (i) the Supplier's duties and Buyer's duties in relation to the Services being rendered;
 - (ii) A schedule of performance including milestones, where applicable;
 - (iii) The completion and acceptance criteria;
 - (iv) Payment scheme paid in stages in accordance to the milestones set out in the SOW or 100% upon completion and acceptance;
 - (v) Payments on a time-and materials basis with a cap, or a firm-fixed fee basis (ensure there is a clear statement as to how expenses are dealt with, inclusive or exclusive of daily rates, capped);
 - (vi) Any project specific terms and conditions required by Buyer (e.g. flow-down terms from Buyer's customer).
 - (vii) Term for provision of the Services, which should be no longer than 12 months, unless approved by VP of the business area.]

3. Pricelist

[Notes: In this section sets out:

- The pricing or rates (including any discounts) agreed by the parties for Deliverables, as well any other related costs such as shipping where applicable (note that unless agreed otherwise delivery should be FOB/Buyer's designated destination or if delivered internationally, DDP (Incoterms 2010))
- The term for which the pricelist is valid.]

ANNEX 3

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 this Agreement or of such legal entity's or other person's exposure to any Confidential Information or other Intellectual Property of Buyer.

"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, Buyer 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 Buyer. 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 Buyer 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 Buyer'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 Buyer, 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 Buyer. 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 Buyer, 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 Buyer's sole ownership pursuant to this Intellectual Property Rights provision. Supplier shall immediately identify to Buyer any Intellectual Property as to which it intends to seek such consent, and Buyer 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 Buyer 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 Buyer'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 Buyer 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 Buyer 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 Buyer, its licensees and successors in title and any other person authorised by Buyer or by its licensees or successors in title, to use such material for the purposes for which the material was created and for Buyer'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 Buyer with written evidence of all such consents if required by Buyer.

3. TERMINATION:

3.1 In the event all or part of a PO is terminated subject to the provisions of this Agreement, Supplier shall immediately deliver to Buyer 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 this Agreement, be deemed a Product delivered to Buyer, with respect to which Buyer shall have all applicable ownership rights.

ANNEX 4
CUSTOMER SPECIFIC FLOWDOWNS

ANNEX 5

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 Buyer by a method that allows prompt (preferably, real-time) access at any time and to assist Buyer 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.** Buyer may return unused Products with current labels, seals and packaging intact. Product must be shipped back (prepaid) to Supplier at Buyer'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 Annex 2. Unless otherwise stated in Annex 2, or a quote with lower pricing is provided, Buyer Price shall be the OEM's current list price less the discount the OEM has agreed to provide to the Buyer Affiliate that has a direct relationship with the OEM plus Supplier's uplift. The formula is: Buyer Price (net cost) = (List Price – (OEM supported Buyer 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 this Agreement.
 - 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 Buyer 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 Buyer, 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, Buyer may require an expedited delivery, with any additional costs to be borne solely by Supplier, or Buyer 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 Buyer 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 Buyer.
 - 5.3 Supplier shall provide Buyer 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. Buyer will accept a Deliverable if, in Buyer'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 Buyer's rights or Distributor's obligation to perform under **Section 12** (Warranties) of this Agreement or any other rights or remedies available to Buyer. Buyer'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, Buyer 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, Buyer 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, Buyer 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 Buyer 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 Buyer or Customer's site, risk of loss (including damage) shall pass to Buyer upon Acceptance (as defined in paragraph III Clause 2.2 of Annex 5.) 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 Buyer upon delivery of the Products to Buyer 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 6

INTERNATIONAL DATA PROCESSING EXHIBIT

This International Data Processing Exhibit ("Exhibit") forms part of the agreement between Verizon Signatory on its own behalf and on behalf of its Affiliates ("Verizon") and Supplier (hereinafter referred to as the "Agreement"), under which the Supplier agrees to provide Verizon with certain services (the "Services") as described in Annex 7 (as updated by agreement in writing when necessary by the parties).

The purpose of this Exhibit is to assist Verizon and the Supplier to meet their obligations under Data Protection Laws when providing or allowing access to Personal Data.

In consideration of the mutual promises set out in this Exhibit, Verizon and the Supplier agree as follows:

1. DEFINITIONS

- (a) "Binding Corporate Rules" or "BCR" means Verizon's Binding Corporate Rules for Processors which will be accessible via Verizon's online policy.
- (b) "Controller" means a person who either alone or jointly in common with one or more other persons determines the purpose and means of processing of Personal Data, or such other person or designation for such person having equivalent or corresponding status and/or obligations under any applicable Data Protection Law.
- (c) "C-to-C Transfer Clauses" (Controller-to-Controller) means the Standard Contractual Clauses for the transfer of Personal Data from the EEA to non-EEA countries approved by EC Commission Decision of 27 December 2004, as currently set out at: http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm.
- (d) "C-to-P Transfer Clauses" (Controller-to-Processor) means the Standard Contractual Clauses for the transfer of Personal Data from the EEA to Processors established in non-EEA countries that do not provide an adequate level of data protection approved by EC Commission Decision of 5 February 2010, as currently set out at: http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm.
- (e) "Data Protection Laws" means any applicable law or regulation concerning data protection and cybersecurity that governs the processing of Personal Data under the Agreement including the EEA Laws.
- (f) "Data Subject" means (a) an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online or other unique identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; or (b) such other natural or legal person or designation for such person having equivalent or corresponding status under any applicable Data Protection Law.
- (g) "EEA" means the European Economic Area plus Switzerland and, if the UK ceases to be part of the EEA, the UK.
- (h) "EEA Law" means Regulation (EU) 2016/679 of the European Parliament and the Council (General Data Protection Regulation), any successor thereto, and any other law relating to the data protection or privacy of individuals that applies in the EEA.
- (i) "Personal Data" shall mean information relating to a Data Subject.
- (j) "process"/"processing" means any operation or set of operations performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (k) "Processing Locations" means the locations in which the Supplier is permitted to process the Personal Data, as specified in Annex 7.
- (l) "Processor" means a person who processes Personal Data on behalf of one or more Controllers, or such other person or designation for such person having equivalent or corresponding status and/or obligations under any applicable Data Protection Law.
- (m) "Regulator" means the data protection supervisory authority which has jurisdiction over Verizon's and/or Supplier's processing of Personal Data.

- (n) "Sub-processor" means any processor engaged by the Supplier or by any other Sub-processor of the Supplier, which agrees to receive from the Supplier, or from any other Sub-processor of the Supplier, Personal Data, exclusively with the intention for processing activities to be carried out on behalf of Verizon and in accordance with its instructions, the terms of the Agreement, the Exhibit and the terms of the written subcontract.
- (o) "Transfer Clauses" means the C-C Transfer Clauses, the C-P Transfer Clauses, and the clauses described in Annex 6 Part IV, to the extent these are applicable.

2. Interpretation

- (a) The Annexes form part of this Exhibit and a reference to an Annex is, unless stated otherwise, a reference to an annex to this Exhibit.
- (b) A reference to a statute or statutory provision includes a reference to any subordinate legislation and is a reference to:
 - (i) that statute, statutory provision or subordinate legislation as modified, consolidated, superseded, re-enacted, re-numbered, or replaced (whether with or without modification) from time to time after the date of this Exhibit); and
 - (ii) any statute, statutory provision or subordinate legislation which it consolidates, supersedes, re-enacts or replaces (whether with or without modification).
- (c) References to the singular include the plural and vice versa.
- (d) Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- (e) All capitalised terms that are not expressly defined in this Exhibit will have the meanings given to them in the Agreement.

3. Obligations of the Parties

- (a) Part I of Annex 6 will apply where Verizon and the Supplier are both Controllers.
- (b) Part II of Annex 6 will apply where:
 - (i) Verizon is a Controller and the Supplier is a Processor, or
 - (ii) Verizon is acting as a Processor on behalf of a third party Controller and Supplier is a Sub-processor, or
 - (iii) Data Protection Laws do not distinguish between the concepts of Controller and Processor.
- (c) The parties shall, at all times, comply with their respective obligations under applicable laws.

4. Security

- (a) The Supplier acknowledges that adequate data security is a material condition of the Agreement.
- (b) The Supplier agrees that it has implemented and will maintain appropriate technical, physical and organisational measures (including imposing appropriate confidentiality provisions on our employees, agents and subcontractors) to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and, in particular, where the processing involves the transmission of data over a network, against all other unlawful forms of processing. Having regard to the state of the art and cost of their implementation, the Supplier agrees that such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of Personal Data to be protected and will at a minimum include:
 - (i) those measures described in the Verizon information security requirements available at <http://www.verizon.com/suppliers> (or successor website) and incorporated herein by this reference, as the same may be updated from time to time;
 - (ii) those measures described in the Agreement; and
 - (iii) any other mandatory technical, physical or organisational measures that a Controller or Processor is required to take under the Data Protection Laws from time to time, where applicable to the

processing operations to be performed by the Supplier.

5. Security Breaches

- (a) The Supplier shall:
 - (i) notify Verizon immediately upon becoming aware of any actual or suspected security incident, unauthorised access, misappropriation, loss, damage or other compromise of the security, confidentiality, or integrity of Personal Data processed by Supplier or a Sub-processor ("Security Breach"); and
 - (ii) upon discovery of any Security Breach, immediately take action to prevent any further Security Breach, provide Verizon with details of the Security Breach and the details of the measures taken to address the Security Breach, provide a point of contact who will keep Verizon up-to-date with respect to all details concerning the Security Breach, provide Verizon with full and prompt cooperation and assistance in relation to any notifications that Verizon is required to make as a result of the Security Breach, and comply with the security incident management and response section of the information security requirements available at <http://www.verizon.com/suppliers> (or successor website) and incorporated herein by this reference, as the same may be updated from time to time.
- (b) The Supplier shall not make any notification to a data protection authority or Data Subject in respect of any Security Breach unless expressly authorised by Verizon in writing to do so or unless otherwise required by law.

6. International Transfers of Personal Data

- (a) If, in the performance of the Services, Personal Data that is subject to EEA Law is transferred to a Supplier outside the EEA, the parties will comply with the additional obligations and warranties set out in Part III of Annex 6.
- (b) If, at any time the Data Protection Laws require any further steps to be taken in order to permit the transfer of Personal Data to the Supplier as envisaged under the Agreement (including in relation to data export restrictions under applicable Data Protection Laws), then the Supplier will take all steps reasonably required by Verizon (including, where necessary, entering into contractual clauses with Verizon) to ensure that the transfer of the Personal Data meets the requirements of Data Protection Laws.
- (c) Without limiting the generality of clause 6(b) above, where:
 - (i) Personal Data is subject to the laws of any jurisdiction listed in Annex 6 Part IV; and
 - (ii) the Supplier is authorised by Verizon to process Personal Data outside that jurisdiction,then the Transfer Clauses referred to in Annex 6 Part IV are deemed to apply in their entirety.
- (d) The parties' signature to this Exhibit shall be considered as signature to the Transfer Clauses.
- (e) Supplier and Verizon agree that Verizon's Affiliates shall have discretion and be fully entitled to accede (and be treated as if they have acceded) to the Transfer Clauses directly with Supplier. Verizon (on behalf of each of its Affiliates) shall be fully entitled to enforce Transfer Clauses against Supplier and its Sub-processors if a direct enforcement right is not available under Data Protection Law.
- (f) In the event that the Transfer Clauses are amended, replaced or repealed by the European Commission or under Data Protection Laws, the parties shall work together in good faith to enter into any updated version of the Transfer Clauses or negotiate in good faith a solution to enable a transfer of Personal Data to be conducted in compliance with Data Protection Laws.

7. Liability

- (a) Notwithstanding any provision limiting or excluding the Supplier's liability under the Agreement, the Supplier's liability in respect of its obligations under this Exhibit shall be unlimited.
- (b) The Supplier shall maintain insurance coverage that is adequate to cover its liabilities to Verizon and/or Data Subjects under this Exhibit and ensure that Supplier's coverage does not exclude fraud or human error.

8. Indemnity

(a) The Supplier agrees to indemnify and keep indemnified and defend at its own expense Verizon against all costs, claims, damages or expenses incurred by Verizon or for which Verizon may become liable due to (i) any failure by the Supplier or its Sub-processors, employees or agents to comply with any of its obligations under this Exhibit; or (ii) any Security Breach.

9. **Allocation of costs**

(a) Each party shall perform its obligations under this Exhibit at its own cost.

10. **Term and Termination of the Services**

(a) The parties agree that Personal Data will be processed by the Supplier for the duration of the Services under the Agreement.

(b) The parties agree that upon termination of the Services in so far as they relate to Personal Data, or upon Verizon's written request, the Supplier and all Sub-processors shall immediately cease processing Personal Data and at the choice of Verizon, promptly return all Personal Data and the copies, notes or extracts thereof to Verizon, or securely destroy all Personal Data and certify to Verizon in writing that it or they have done so PROVIDED THAT where the processing is subject to any EEA Law that requires the Supplier or Sub-processor to store all or part of the Personal Data, or, in all other cases, the Supplier is required to retain Personal Data to comply with tax or legal obligations to which it is subject, the Supplier warrants that it will guarantee the confidentiality of Personal Data, and will guarantee the return and/or destruction of the Personal Data as requested by Verizon when the legal obligation to which the Supplier is subject is no longer in effect.

11. **Miscellaneous**

(a) The Supplier has appointed the individual identified in Annex 7 to support Verizon in monitoring compliance with this Exhibit.

(b) In the event of inconsistencies between the provisions of this Exhibit and other agreements between the parties, the provisions of this Exhibit shall prevail with regard to the parties' data protection obligations relating to Personal Data. In cases of doubt, this Exhibit shall prevail, in particular, where it cannot be clearly established whether a clause relates to a party's data protection obligations.

(c) Should any provision or condition of this Exhibit be held or declared invalid, unlawful or unenforceable by a competent authority or court, then the remainder of this Exhibit shall remain valid. Such an invalidity, unlawfulness or unenforceability shall have no effect on the other provisions and conditions of this Exhibit to the maximum extent permitted by law. The provision or condition affected shall be construed either: (a) to be amended in such a way that ensures its validity, lawfulness and enforceability while preserving the parties' intentions, or if that is not possible, (ii) as if the invalid, unlawful or unenforceable part had never been contained in this Exhibit.

(d) Any amendments to this Exhibit shall be in writing duly signed by authorised representatives of the parties hereto.

ANNEX 6

PART I

WHERE BOTH PARTIES ARE CONTROLLERS

1. Verizon agrees and warrants that the processing of Personal Data has been carried out in accordance with Data Protection Laws applicable to Verizon in respect of the Personal Data.

2. The Supplier agrees and warrants that:

2.1 it has no reason to believe that the legislation applicable to it prevents it from fulfilling its obligations under this Exhibit; and that in the event of a change in that legislation which is likely to have a substantial adverse effect on the guarantees provided by this Exhibit, it will promptly notify the change to Verizon;

2.2 unless the parties have agreed otherwise in writing, it will process the Personal Data solely for the purpose of performing its obligations under the Agreement or any other purpose expressly permitted in the Agreement and in accordance with applicable Data Protection Laws;

2.3 it will not process Personal Data in a manner that is incompatible with the Data Protection Laws applicable to a Controller;

- 2.4 it will deal promptly with all reasonable inquiries from Verizon or a Data Subject relating to the Personal Data, including requests for access or correction of Personal Data and information about the Supplier's practices, procedures and complaints process;
- 2.5 it will comply with Verizon's privacy notice available at <http://www.verizonenterprise.com/privacy/>;
- 2.6 it will not transfer Personal Data to any location other than the Processing Location(s), unless the parties agree in writing to change or add a new Processing Location;
- 2.7 it has in place procedures so that any third party it authorises to have access to Personal Data, including Sub-processors, will respect and maintain the confidentiality and security of the Personal Data and that any person acting under the authority of the Supplier including a Sub-processor shall be obligated to process Personal Data only on instructions from the Supplier; and
- 2.8
- 2.9 where required under Data Protection Laws, it will provide prior notice to Verizon before authorizing any third party to have access to the Personal Data and/or ensure that such third party enters an agreement with Verizon containing undertakings to protect the Personal Data.

ANNEX 6

PART II

WHERE (A) VERIZON IS A CONTROLLER AND THE SUPPLIER IS A PROCESSOR, OR (B) VERIZON IS A PROCESSOR AND THE SUPPLIER IS A SUBPROCESSOR, OR (C) WHERE DATA PROTECTION LAWS DO NOT DEFINE OR DISTINGUISH BETWEEN THE CONCEPTS OF CONTROLLER AND PROCESSOR

1. The Supplier agrees and warrants:
 - 1.1 that it will process Personal Data only:
 - (a) on behalf of Verizon and in accordance with its documented instructions (unless otherwise required by any EEA Law to which the Supplier is subject);
 - (b) for the purpose of carrying out the Services or as otherwise instructed by Verizon, and not for the Supplier's own purposes; and
 - (c) in compliance with this Exhibit;
 - 1.2 that if it is legally required to process Personal Data otherwise than as instructed by Verizon, it shall notify Verizon before such processing occurs, unless the law requiring such processing prohibits the Supplier from notifying Verizon on an important ground of public interest, in which case it shall notify Verizon as soon as that law permits it to do so, in which case Verizon is entitled to suspend the transfer of data and/or terminate the Agreement;
 - 1.3 that it has no reason to believe that any legislation applicable to it prevents it from fulfilling either the instructions received from Verizon or its obligations under this Exhibit and that in the event of a change in that legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Exhibit, or if Supplier believes Verizon's instructions infringe any Data Protection Laws or issuances of a regulatory authority, it will promptly notify Verizon as soon as it is aware, in which case Verizon is entitled to suspend the transfer of data, modify its instructions, and/or terminate the Agreement;
 - 1.4 that it will provide such assistance to Verizon as Verizon reasonably requires in complying with its obligations under Data Protection Laws, including Verizon's obligation to respond to requests by Data Subjects in the exercise of their rights. Such assistance shall be provided in a manner that enables Verizon to comply with its obligations fully and in a timely manner;
 - 1.5 that it will maintain a record of personnel and contractors authorised to process the Personal Data and ensure that such personnel and contractors:
 - (a) are bound by obligations of confidentiality;
 - (b) have received appropriate training and are subject to appropriate supervision with respect to processing the Personal Data; and
 - (c) only have access to such Personal Data as is necessary for their role in performing the Supplier's obligations under the Agreement;
 - 1.6 that it will promptly notify Verizon about:
 - (a) any legally binding request for disclosure of the Personal Data by any Regulator, law enforcement authority or government ministry or agent unless otherwise prohibited from doing so by law; or
 - (b) any complaint, communication or request received directly by the Supplier or a Sub-processor from a Data Subject and pertaining to their Personal Data, without responding to that request unless it has been otherwise authorised to do so by Verizon;
 - 1.7 that it will submit its data processing facilities, data files and documentation needed for processing the Personal Data (and/or those of its agents, affiliates and Sub-processors) to reviewing, auditing and/or certifying by Verizon (or any independent or impartial inspection, agents or auditors bound by a duty of confidentiality, selected by Verizon and not reasonably objected to by Supplier) to ascertain compliance with the warranties and undertakings in this Exhibit upon reasonable written notice of Verizon and during regular business hours;
 - 1.8 that it shall not collect or use Personal Data contrary to the Agreement, this Exhibit, or applicable Data Protection Law;
 - 1.9 that it shall not subcontract any of its processing operations under the Agreement unless:
 - (a) it has obtained the prior written consent of Verizon to do so (which may be conditional upon the Subprocessor entering an agreement with Verizon containing undertakings to protect the Personal Data); and

[Type text]

- (b) the Subprocessor is subject to a written agreement which imposes the same obligations on that Subprocessor with respect to its processing activities as are imposed on the Supplier under this Exhibit;
- 1.10 that it shall remain fully liable on an unlimited basis to Verizon for any Subprocessors' processing of Personal Data under the Agreement;
- 1.11 that it will not transfer Personal Data to any location other than the Processing Locations unless the parties agree in writing to change or add a new Processing Location; and
- 1.12 that upon request, it will promptly send a copy of any agreement it concludes with a Subprocessor relating to Personal Data to Verizon.

ANNEX 6 PART III

INTERNATIONAL DATA TRANSFERS THAT ARE SUBJECT TO EEA LAW

1. If, in the performance of the Services, Personal Data that is processed in the EEA is transferred to a Supplier or a Sub-processor established outside the EEA, the Parties will comply with the additional obligations and warranties set out in the following provisions:
 - (a) Where:
 - (i) Verizon is the Controller of the Personal Data to be exported and the Supplier is also to be a Controller in respect of that Personal Data then the Parties shall comply with the terms of the C-to-C Transfer Clauses whereby Verizon will be regarded as the Data Exporter and the Supplier will be regarded as the Data Importer;
 - (ii) Verizon is the Controller of Personal Data to be exported and the Supplier is to be a Processor in respect of that Personal Data, or Verizon is a Processor acting under the authority of a third party Controller and the Supplier is a Sub-processor, then the Parties shall comply with the terms of the C-to-P Transfer Clauses whereby Verizon will be regarded as the Data Exporter and the Supplier will be regarded as the Data Importer; or
 - (iii) Verizon is a Processor acting on behalf of a third party Controller and the Supplier is a Sub-processor, and the agreement with the Controller incorporates Binding Corporate Rules, the Supplier agrees to take any additional steps that may be reasonably required by Verizon to ensure that the transfer of Personal Data meets the requirements of the Controller or terms of the Binding Corporate Rules.
 - (b) The Supplier will not export Personal Data from the EEA pursuant to this Exhibit without the prior written permission of Verizon.
 - (c) The C-to-C Transfer Clauses and the C-to-P Transfer Clauses may be varied or terminated only as specifically set out in the C-to-C Transfer Clauses and the C-to-P Transfer Clauses respectively.
 - (d) In the event of inconsistencies between the provisions of the Transfer Clauses and this Exhibit or other agreements between the parties, the applicable Transfer Clauses shall take precedence. The terms of this Exhibit shall not vary the Transfer Clauses in any way. The Party's signature to this Exhibit shall be considered as signature to the Transfer Clauses.
 - (e) The Supplier agrees to observe the terms of the Transfer Clauses without modification.
 - (f) The governing law in clause 9 of the C-P Transfer Clauses shall be the law of Verizon (as Data Exporter).
 - (g) For the purposes of clause II(h) of the C-to-C Transfer Clauses the data processing principles set forth in Appendix A shall apply and the governing law of the C-to-C Transfer Clauses pursuant to clause IV of the same shall be the law of the data exporter.
 - (h) If so required by the laws or regulatory procedures of any jurisdiction, the Parties shall execute or re-execute the Transfer Clauses as separate documents setting out the proposed transfers of Personal Data in such manner as may be required.

ANNEX 6 PART IV

STANDARD CONTRACTUAL CLAUSES TO BE ENTERED INTO FOR PERSONAL DATA EXPORTS FROM CERTAIN NON-EEA JURISDICTIONS

Argentine Standard Contractual Clauses

1. Where Personal Data originating in Argentina is transferred outside of Argentina, Supplier agrees to abide by the Argentine Standard Contractual Clauses (Controller-to-Controller or Controller-to-Processor) as applicable. These clauses can be found at: <http://servicios.infoleg.gob.ar/infolegInternet/anexos/265000-269999/267922/norma.htm>.
2. The C-to-C Transfer Clauses and the C-to-P Transfer Clauses may be varied or terminated only as specifically set out in the C-to-C Transfer Clauses and the C-to-P Transfer Clauses respectively.

3. In the event of inconsistencies between the provisions of the Transfer Clauses and this Exhibit or other agreements between the parties, the applicable Transfer Clauses shall take precedence. The terms of this Exhibit shall not vary the Transfer Clauses in any way. The Parties' signature to this Exhibit shall be considered as signature to the Transfer Clauses.
4. The Supplier agrees to observe the terms of the Transfer Clauses without modification.
5. If so required by the laws or regulatory procedures of Argentina, the Parties shall execute or re-execute the Transfer Clauses as separate documents setting out the proposed transfers of Personal Data in such manner as may be required.

Annex 7

Description of Processing/Transfer

1. Data Exporter

Affiliates of Verizon Signatory established within the European Economic Area and Switzerland

2. Data Importer

Supplier

3. Data Subjects/Data Owners

List the categories of Data Subjects/Data Owners. For example, include whether the Data Subjects/Owners are Verizon employees/contractors and/or Verizon customer employees/contractors/end users, or other.

4. Countries of Origin of the Personal Data Processed

Please indicate the countries of origin of the Personal Data you process on Verizon's behalf: (1) EU only; (2) Non-EU international data (e.g., Personal Data from Asia, Latin America, Canada, Russia, Ukraine, Africa and Middle East); (3) US only; or (4) EU and other international data

5. Processing operations

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

6. Purposes of processing/transfer

7. Categories of Personal Data

The 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
	Name	
	Home address	
	Work address	
	Home phone number	
	Mobile phone number	
	Home email address	
	Business email address	
	Personal account number	

	Personal reference number	
	Employee number	
	IP address/device identifier	
	National insurance/identification number	
	Bank account information	
	Other (please specify)	

8. Processing Locations

Please list the specific geographic location(s) where processing takes place, including all locations where Personal Data may be processed. Specific addresses are not necessary; relevant cities and countries are sufficient.

9. Recipients and Subprocessors

- A. The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:
- B. Please list all current Subprocessors that are processing Personal Data related to the Services Supplier is providing to Verizon:

10. Special categories of data (including sensitive data) (if applicable)

Please list any special categories of data, including sensitive data that you process. Sensitive data 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.

11. Description of the technical and organisational security measures implemented by the data importer

Please indicate if you have already agreed to the Verizon Info Sec requirements. If yes, please list the date you agreed to the Info Sec Requirements and any master contract number and Exhibit/section number of the master agreement under which you have agreed to the Verizon Info Sec requirements. List any other security measures that are in place to protect Personal Data under the Agreement.

12. Additional useful information

Please provide any other important information you may have regarding the processing and storage of Personal Data such as the length of time Personal Data is retained, how it is stored, and how it is destroyed upon termination of the Services or when it is no longer needed for the purposes for which it was collected.

13. Contact points for data protection enquiries/persons appointed to monitor compliance with this Exhibit

Verizon: International-Data-Privacy@verizon.com

Supplier

The parties may agree in writing to amend the Description of Processing/Transfer, as detailed in this Annex 7, from time to time. Such changes may need to be notified to certain data protection authorities.

