

**AGREEMENT DOCUMENTS:** Unless this Purchase Order ("PO") also referred to as a Work Authorization ("WA"), is issued under a written procurement agreement between Supplier and the issuer of this PO ("Buyer"), this PO and any attachments are the sole agreement between Buyer and Supplier with respect to the products or services specified in this PO. These IBM Standard Purchase Order Terms and Conditions are subject to change without notice. No other document, including the Supplier's proposal, quotation, or Acknowledgment form, will be part of this PO, unless specifically agreed to in writing by Buyer. No right that Buyer has regarding this PO may be waived or modified except by Buyer in writing.

**PRICE/TAXES:** If price is not stated in this PO or a procurement agreement, the price will be Supplier's lowest prevailing market price. Supplier is responsible for and will pay all sales, use, customs & excise and similar taxes. If Buyer provides a direct pay certificate, certification of an exemption from Tax, or reduced rate of Tax imposed by an applicable taxing authority, then Supplier agrees not to invoice, nor pay, any such Tax unless and until the applicable taxing authority assesses such Tax, at which time Supplier shall invoice and Buyer agrees to pay any such Tax that is legally owed.

**TERMS OF PAYMENT:** Unless this PO states otherwise, the terms of payment will be net 60 days after Buyer's receipt of Supplier's valid invoice. In the event Supplier has not received payment as agreed, Supplier will notify Buyer and Buyer will make prompt payment. Payment of invoices will not be deemed acceptance of Deliverables or Services, but rather such Deliverables or Services will be subject to inspection, test, acceptance or rejection in accordance with the acceptance or completion criteria as specified in the relevant Statement of Work ("SOW") and/or WA. Buyer or Buyer's customer may, at its option, either reject Deliverables or Services that do not comply with the acceptance or completion criteria for a refund, or require Supplier, upon Buyer's written instruction, to repair or replace such Deliverables or re-perform such Services without charge and in a timely manner.

**TERMINATION:** This PO may be terminated by Buyer with or without cause. In the event Buyer terminates without cause, Buyer will compensate Supplier for the actual and reasonable expenses incurred by Supplier for work in progress up to and including the date of termination, provided such expenses do not exceed the agreed upon prices. Buyer shall not be liable to make any other payment to Supplier as a result of such termination.

**IMPORTS:** If any of the products are imported into any other country, Supplier will be responsible for all legal, regulatory and administrative requirements associated with such importation and the payment of all associated duties, taxes and fees.

**PACKAGES/TRANSPORTATION:** Supplier will (i) comply with all country of origin marking instructions and all instructions for exports to Buyer; (ii) comply with all packaging and labeling requirements set out in this PO; (iii) comply with the transportation routing guidelines in this PO; (iv) not use premium transportation unless specifically authorized by Buyer; (v) not include more than one daily shipment for one

destination on one bill of lading; and (vi) not declare a value or purchase additional insurance on all F.O.B. Origin shipments to Buyer.

**LATE SHIPMENTS:** In this PO and in any contract arising therefrom, time shall be of the essence. If Supplier fails to deliver on time, Buyer may purchase replacements elsewhere and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in this PO.

**WARRANTIES:** Supplier warrants that; (i) it has the right to enter into this PO and its performance under this PO, and will comply, at its own expense, with the terms of any contract, or obligation, including any between Supplier and its end users; or any law, regulation or ordinance to which it is or becomes subject (including environmental and anti-corruption laws); (ii) no claim or lien, or action exists or is threatened against Supplier that would interfere with Buyer's rights under this PO; (iii) the Deliverables and Services specified in this PO do not infringe any privacy, publicity, reputation or intellectual property right of a third party; (iv) it has disclosed to Buyer in writing the existence of any third party code, including without limitation open source code, that is included in or is provided in connection with the product(s) and that Supplier and the product(s) are in compliance with all licensing agreements applicable to such third party code; (v) all authors have agreed not to assert their moral rights (personal rights associated with authorship of a work under applicable law); (vi) Products specified in this PO are free from defects in design except based solely upon written designs provided by Buyer unless such designs are based entirely on Supplier's specifications; (vii) material and workmanship will conform to the warranties, specifications and requirements, including but not limited to quality requirements, in this PO for the time period from the date of shipment as specified in this PO; (viii) Products specified in this PO are safe for use consistent with and will comply with the warranties, specifications and requirements of this PO; (ix) it will not engage in electronic self-help; (x) Deliverables specified in this PO do not contain harmful code; (xi) Products and Services which interact in any capacity with monetary data are euro ready such that when used in accordance with their associated documentation they are capable of correctly processing monetary data in the euro denomination and respecting the euro currency formatting conventions (including the euro sign); (xii) none of the Products contain nor are any of the Products manufactured using ozone depleting substances known as halons, chlorofluorocarbons, hydrochlorofluorocarbons, methyl chloroform and carbon tetrachloride as defined by the Montreal Protocol and as also specified by Buyer in writing; (xiii) Products are new and do not contain used or reconditioned parts, unless Buyer agrees otherwise in writing; (xiv) all Products will process date data correctly (including, without limitation, correctly processing, processing and receiving and displaying date data within and between the twentieth and twenty-first centuries), and are designed to exchange date data accurately and correctly with other products (including, without limitation, hardware, code, other software, and firmware) when used with products which are designed to exchange date data accurately and correctly; (xv) it will not use, disclose, or transfer across borders any information that is processed for the Buyer that may identify an individual (Personal Data), except to the extent necessary to perform under this PO; (xvi) it will comply with

all applicable data privacy laws and regulations, will implement and maintain appropriate technical and other protections for the Personal Data, and will cooperate fully with Buyer's requests for access to, correction of, and destruction of Personal Data in Supplier's possession; (xvii) it is knowledgeable with, and is and will remain in full compliance with all applicable export and import laws, regulations, orders, and policies (including, but not limited to, securing all necessary clearance requirements, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/ or disclosures relating to the release or transfer to non U.S. nationals of technology and software in the U.S., or outside the U.S., release or transfer of technology and software having U.S. content or derived from U.S. origin software or technology); and (xviii) it will not export, directly or indirectly, any technology, software or commodities of U.S. origin or having U.S. content provided by Buyer or their direct product to any of the countries or to nationals of those countries, wherever located, listed in the U.S. Export Administration Regulations, as modified from time to time, unless authorized by appropriate government license or regulations.

**INTELLECTUAL PROPERTY AND OTHER INDEMNIFICATIONS:** Supplier grants Buyer all rights and licenses necessary for Buyer (including Buyer's parent, subsidiaries, or other related entities) to use, transfer, pass-through, and sell the products or services specified in this PO and to exercise the rights granted under this PO. Supplier agrees to defend, hold harmless, and indemnify Buyer from any claim that Supplier's product or service infringes any intellectual property rights or any claim arising from the failure of the Supplier to comply with its warranties and obligations under this PO. If a claim of infringement is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable; (i) obtain for Buyer the rights granted under this PO; (ii) modify the products or services so they are non-infringing and in compliance with this PO; (iii) replace the products or services with non-infringing ones that comply with this PO; or (iv) accept the return of infringing products and the cancellation of infringing services and refund any amount paid. Buyer may return non-conforming goods to Supplier at Supplier's expense. Payment will not constitute an acceptance of the products or services nor impair Buyer's right to inspect the products or services or invoke any of its remedies. All authors have waived all their rights to the products and services' integrity and to be associated with them as authors.

**LIMITATION OF LIABILITY:** In no event will Buyer (including Buyer's parent, subsidiaries or other related legal entities) be liable for any economic loss (including loss of profits, business, revenue, goodwill or anticipated savings), special, indirect or consequential loss. Supplier will be liable without limit for any breach of its obligations implied by Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act 1980.

**ASSIGNMENT:** Supplier will not assign its rights nor subcontract its duties without Buyer's written consent. Any unauthorized assignment is void.

**INSURANCE:** Supplier will maintain at its expense:

- 1) commercial general or public liability Insurance with a minimum limit per occurrence or accident of 1,000,000 USD (or local currency equivalent);
- 2) workers' compensation or employers liability insurance as required by local law, such policies waiving any subrogation rights against Buyer;
- 3) automobile liability insurance as required by local statute but not less than 1,000,000 USD (or local currency equivalent) if a vehicle will be used in the performance of this PO.

Insurance required under clauses (1) and (3) will name Buyer as an additional insured with respect to Buyer's insurable interest, will be primary or non-contributory regarding insured damages or expenses, and will be purchased from insurers with an AM Best Rating of B+ or better and a financial class rating of 11 or better.

**CONFIDENTIAL INFORMATION:** All exchanges of information between the parties pursuant to this PO will be considered non confidential, unless the parties have entered into a separate written confidentiality agreement. For any business personal information relating to Supplier's employees or other legal entities that Supplier provides to Buyer, Supplier will obtain the informed agreement of such employees and other legal entities to release the information to Buyer and to allow Buyer to use such information in connection with this PO.

**GENERAL:** Any reproduction of this PO by reliable means will be considered an original of this PO. The United Nations Convention on Contracts for the International Sale of Goods does not apply. This PO and any agreement arising therefrom shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts. The parties expressly waive any right to a jury trial regarding disputes related to this PO. The parties agree that any legal or other action related to a breach of this PO must be commenced no later than six (6) years from the date of the breach.

**COMPLIANCE WITH LAWS AND REGULATIONS:** Supplier will at all times comply with all applicable laws, rules and regulations (including, if applicable, the laws of other countries), and including but not limited to those relating to health and safety at work (Safety, Health and Welfare at Work Act 1989 and any Regulations made under this Act) in respect of which Supplier shall provide Buyer with copies of assessments as required.