

**1. ACCEPTANCE/ENTIRE AGREEMENT/PRECEDENCE:**

- (a) This Purchase Order shall be subject to the terms and conditions set forth herein. Seller's acknowledgment, acceptance of payment or commencement of performance shall constitute Seller's unqualified acceptance of this Purchase Order Terms and Conditions. Additional or differing provisions proposed by Seller or included in Seller's acknowledgment are hereby objected to by TTEC/TeleTech and have no effect unless accepted in writing by TTEC/TeleTech.
- (b) This Purchase Order integrates, merges and supersedes any prior offers, negotiations and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (c) This Purchase Order may not be modified or rescinded, except in writing by both parties.
- (d) Except as provided in Paragraph 27, the portions of this Purchase Order shall be given the following descending order of precedence: (1) face of the Purchase Order, Release or Schedule, including special conditions contained therein; (2) any Master Agreement; (3) these Terms and Conditions; (4) any TTEC/TeleTech approved terms and conditions provided by the Seller; and (5) Statement of Work.

**2. APPLICABLE LAWS AND ENFORCEMENT:**

- (a) This Purchase Order shall be governed by and construed under the laws of the State from which this Purchase Order is issued, excluding its conflicts of law principles.
- (b) Any unresolved dispute will be decided by arbitration in the City and State from which this Purchase Order is issued by a retired judge of that State's Court. AAA Commercial Arbitration Rules will be used. There will be no discovery other than document requests and document exchanges between the Parties. TTEC/TeleTech shall not be liable to Seller for indirect, consequential or special damages. Pending final resolution of a dispute hereunder, Seller shall proceed diligently with the performance of this Purchase Order or otherwise in accordance with TTEC/TeleTech's instructions.
- (c) Seller represents that each chemical substance constituting or contained in the products and/or services delivered under this Purchase Order is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et. seq.) as amended.
- (d) Seller shall provide to TTEC/TeleTech with each delivery any Material Safety Data Sheets applicable to the products and/or services delivered under this Purchase Order in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its State-approved counterpart.

**3. ASSIGNMENT:** Seller may not assign this Purchase Order, in whole or in part, without TTEC/TeleTech's prior written consent, which will not unreasonably be withheld. TTEC/TeleTech may assign all of its rights, duties and obligations under this Purchase Order to any subsidiary or affiliate of TTEC/TeleTech or to any partnership of which TTEC/TeleTech is a partner.

**4. CAPTIONS:** Captions in these Purchase Order Terms and Conditions are for convenience only and shall not be construed to define or limit any of the terms herein.

**5. COOPERATION:** Seller shall fully cooperate and not interfere with the work performance of other suppliers or contractors, or TTEC/TeleTech's employees on the premises where work is being performed hereunder. When working at TTEC/TeleTech's premises, Seller shall remove all debris at the end of each day. Unless otherwise notified by TTEC/TeleTech, Seller must supply all tools and equipment necessary for the performance of services covered hereunder. Seller shall immediately report damages to TTEC/TeleTech's or third party's property to TTEC/TeleTech.

**6. DEFAULT:** In the event that either party is in breach of any material obligation hereunder and, except for Seller's failure to deliver products and/or services in accordance with the applicable delivery schedule(s), fails to remedy such breach within ten (10) days after receipt of the non-breaching party's written notice of the same ("Cure Period"), the non-breaching party may immediately terminate this Agreement, whether in whole or in part, upon written notice to the breaching party. Such termination right is in addition to any rights or remedies provided to the non-breaching party in law or at equity. Without in any way limiting any remedies available to TTEC/TeleTech, whether at law or in equity, if Seller's breach is not remedied following the expiration of the Cure Period, TTEC/TeleTech may: (1) withhold remaining payment(s) (or any portion thereof that TTEC/TeleTech may deem equitable) until such breach is cured; and (ii) TTEC/TeleTech shall have the right to recover from Seller by offset or otherwise the price of any non-conforming goods or services.

**7. ENTRY ON TTEC/TeleTech'S PROPERTY:** If Seller is required to enter TTEC/TeleTech's premises in connection with activities related to this Purchase Order, Seller's rights of entry shall be subject to TTEC/TeleTech's security regulations and procedures and the insurance requirements of Paragraph 13.

**8. EXPORT:** Seller acknowledges that any products, software, and technical information (including but not limited to, services and training) provided under this Purchase Order are subject to U.S. export laws and regulations and must be authorized for export or re-export under those regulations.

**9. INDEMNIFICATION:** Seller shall defend, indemnify and save harmless TTEC/TeleTech, its subsidiaries, affiliates, officers, employees, contractors and agents from and against all losses, costs, damages, claims or demands arising out of the Purchase Order, or caused or alleged to have been caused in any manner by Seller, including all suits or actions of every kind and/or description, brought against TTEC/TeleTech, either individually or jointly with Seller for or on account of any damages or injuries to any person or persons or property, caused or occasioned, or alleged to have been caused or occasioned, by an alleged act, omission or fault of Seller, its employees, agents, or others under Seller's control or any breach by Seller of its promises, covenants, commitments and warranties contained herein. TTEC/TeleTech may retain counsel to monitor Seller's defense of any claim or to provide its own defense, without affecting Seller's indemnity hereunder. TTEC/TeleTech will provide reasonable assistance to Seller at Seller's expense.

**10. INDEPENDENT CONTRACTOR RELATIONSHIP:** Performance by Seller under this Purchase Order shall be as an independent contractor and not as an agent of TTEC/TeleTech. Seller shall be wholly responsible for withholding of all federal, state and local income and other payroll taxes with respect to its employees, as required by law.

**11. INFRINGEMENT:** Seller warrants that the products and/or services delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller shall defend, indemnify and save TTEC/TeleTech and its customers harmless, at Seller's own expense, from and against any claim, loss, damage, expense or liability, including attorneys' fees, arising out of any action by a third party that is based upon a claim that the products and/or services delivered under this Purchase Order infringe or otherwise violate the intellectual property rights of any person or entity. If requested by TTEC/TeleTech, Seller shall, at its expense procure the right to continue using the products or services or replace or modify the same so that they become non-infringing.

**12. INSIGNIA:** Products rejected or not purchased by TTEC/TeleTech which utilize any of TTEC/TeleTech's name, trade names, trademarks, insignia, symbols, decorative designs or evidences of TTEC/TeleTech's inspection ("Insignia") shall have all such Insignia removed prior to any resale, use or disposition thereof. Seller agrees to indemnify, defend and hold TTEC/TeleTech and its customers harmless from any claim, loss or damage arising out of Seller's failure to comply with this paragraph.

**13. INSURANCE:** Seller, its subcontractors and suppliers shall procure and maintain for the term of this Purchase Order the types and amounts of insurance described in this Purchase Order; in the absence of any other insurance provision, the terms described below shall apply. Seller shall submit a certificate of insurance signed by the insurer prior to the commencement of performance under this Purchase Order, indicating that Seller has coverage that meets the following requirements and showing TTEC/TeleTech as an additional insured:

Insurance Coverage Limits of Liability

- A) Workers' Compensation Statutory
- B) Employer's Liability \$1,000,000 Each Occurrence
- C) General Liability (Bodily Injury and Property Damage) \$1,000,000 Combined Single Limit Each Occurrence
- D) Automobile Liability (Bodily Injury and Property Damage) \$1,000,000 Combined Single Limit Each Occurrence
- E) Contractual Liability \$1,000,000 Combined Single Limit Each Occurrence

**14. INVOICES AND PAYMENTS:** Invoices, in duplicate, shall be mailed to TTEC/TeleTech's Accounts Payable. All shipping costs and all Federal manufacturers' and retailers' excise and state or local sales or use taxes, when applicable, shall be billed as separate items on Seller's invoices. Undisputed invoice amounts shall be paid within 30 business days, or as mutually agreed to by the parties, after TTEC/TeleTech's receipt or acceptance of products and services, whichever occurs later. Payment shall be deemed to have been made as of the date TTEC/TeleTech mails the payment or electronically transfers funds to Seller.

**15. LICENSES.**

- (a) Except for Seller's software, Seller grants to TTEC/TeleTech an irrevocable, non-exclusive, worldwide, royalty-free license to possess and use intellectual property owned by Seller and delivered to TTEC/TeleTech under this Purchase Order (a) for TTEC/TeleTech's own internal purposes, and (b) for any and all purposes associated with the use of the products and/or services delivered to TTEC/TeleTech under this Purchase Order.
- (b) Seller hereby grants to TTEC/TeleTech a nonexclusive license to possess and to use the Seller software delivered to TTEC/TeleTech under this

Purchase Order solely (i) for TTEC/TeleTech's own internal purposes, and (ii) for any and all purposes associated with the use of the products and/or services delivered under this Purchase Order, which may include the access and use of the software by TTEC/TeleTech's subcontractors or customers.

(c) If Seller is obligated to provide third party software under this Purchase Order, Seller will obtain and deliver all appropriate third party licenses to TTEC/TeleTech. Any third party licensing agreements will be subject to TTEC/TeleTech's review and approval.

(d) No license, express or implied, of any patent, copyright, trademark or other intellectual property is granted by TTEC/TeleTech to Seller hereunder

16. NOTICES. Any notices required or permitted to be given by either party to the other shall be in writing and shall be deemed delivered (a) three (3) days after being sent by registered mail, return receipt requested, (b) upon hand-delivery, or (c) one (1) day after being sent overnight delivery with signed receipt. Notices shall be sent to the address or facsimile telephone number stated in the Purchase Order

17. PUBLICITY. Seller shall not advertise, market or otherwise disclose to others any information relating to this Purchase Order, nor commercially use TTEC/TeleTech's name, without TTEC/TeleTech's express written consent.

18. RIGHT TO AUDIT AND INSPECT. TTEC/TeleTech shall have the right to examine and audit, at reasonable times, records and accounts as may, under recognized accounting practices, contain information bearing upon products and/or services or the amount payable to Seller under this Purchase Order. TTEC/TeleTech and its customers may inspect all products and/or services to be delivered under this Purchase Order at reasonable times and places, including, where practicable, during manufacture and before shipment and Seller will provide support, facilities and information necessary for safe and convenient inspection.

19. SEVERABILITY. If any portion of this Purchase Order is invalid or unenforceable, the parties agree that the remaining portions shall remain in effect.

20. SHIPPING. Shipments shall be made in accordance with good commercial practice when no instructions are provided by TTEC/TeleTech. Seller shall make shipment prepaid and use the most cost effective method of shipment and carrier to ensure arrival of products in accordance with TTEC/TeleTech's due date. All supporting documents will include the Purchase Order number. Adequate protective packaging shall be furnished at no additional charge. Seller shall enclose a packing memorandum with each shipment. When more than one package is shipped, Seller shall identify the package containing the memorandum and shall mark TTEC/TeleTech's contract number, the item number, dates of shipment and names and addresses of consignor and consignee on all packages and shipping papers. If Seller fails to deliver the goods in by the date(s) specified herein, Customer may request that Seller use an expedited means of shipment and Seller shall be responsible for the additional shipping charges to expedite said shipment. Unless otherwise specified in this Purchase Order, delivery shall be FOB destination.

21. SUBCONTRACTING. Seller shall not subcontract any portion of the products or services to be provided hereunder without Customer's prior written consent, which shall be conditioned upon said subcontractor agreement to be bound by the terms and conditions of this Purchase Order. Seller shall be responsible for any subcontractor's compliance with the terms of this agreement.

22. SURVIVAL. Any and all obligations under this Purchase Order which, by their very nature should reasonably survive the termination or expiration of this Purchase Order, will so survive.

23. TERMINATION. TTEC/TeleTech may terminate this Purchase Order in whole or in part at any time upon giving written notice to Seller. Termination charges, if any, shall be subject to negotiation by the parties, but in no event shall exceed the lower of (a) the remaining unpaid purchase price under this Purchase Order or (b) Seller's unpaid actual costs, determined in accordance with generally accepted accounting principles on the date termination notice is received by Seller, plus an equitable profit. All goods and products for which TTEC/TeleTech pays termination charges shall be promptly delivered to TTEC/TeleTech. Nothing in this paragraph shall affect TTEC/TeleTech's rights in the event of cancellation due to breach by the other.

24. TIMELY PERFORMANCE. Time is of the essence with respect to this Purchase Order. If Seller becomes aware of difficulty in performing this Purchase Order, Seller shall timely notify TTEC/TeleTech in writing, giving pertinent details. This notification shall not change any delivery schedule.

25. WAIVER, APPROVAL AND REMEDIES.

(a) Failure by TTEC/TeleTech to enforce any of the provisions of this Purchase Order shall not be construed as a waiver of such provision or a waiver of TTEC/TeleTech's right to enforce any other provision of this Purchase Order.

(b) TTEC/TeleTech's approval of documents shall not relieve Seller from complying with any requirements of this Purchase Order.

(c) The rights and remedies of TTEC/TeleTech under this Purchase Order are cumulative and in addition to all other rights and remedies provided by law or in equity.

26. WARRANTY. Seller warrants that all products and/or services furnished hereunder shall conform to the requirements of the Purchase Order and Seller's specifications and/or manufacturer's published specifications, and shall be in good working order and free from defects in design, materials and workmanship. In addition to any other remedies, TTEC/TeleTech shall have the option of requiring Seller to repair or replace defective products and/or re-perform services. Transportation of replacement products and return of non-conforming products and repeat performance shall be at Seller's expense. If repair, replacement or re-performance is not timely, TTEC/TeleTech may return, repair or replace any defective products and/or services at Seller's expense. This warranty shall survive inspection, acceptance and payment.

27. FEDERAL REGULATIONS. Seller agrees to comply with all Federal, State, and other governmental agency rules and regulations which are appropriate for the execution of Seller's duties and responsibilities described herein or as may required by TTEC/TeleTech's client(s) including, but not limited to, OSHA and other safety-related regulations; Worker's Compensation, Wage, Overtime and similar compensation-related regulations; the Federal Service Contract of 1965 as amended; and all FAR Clauses and State statutes and regulations related to Equal Employment Opportunity, a Drug-Free Workplace, Harassment of any nature and Affirmative Action.

28. CONFIDENTIALITY. Any existing nondisclosure agreement between the parties will remain in effect and, according to its terms, cover the exchange of information between the parties related to the products or services provided under this Purchase Order. In any event, Seller will protect the confidential information and trade secrets of TTEC/TeleTech in the same fashion that they require others to protect its own confidential information and trade secrets, but no less than a reasonable standard of care.

29. CODE OF CONDUCT. Seller and all of Seller's employees, contractors and other persons and entities controlled by or associated with Seller shall in the prosecution of work for TTEC/TeleTech abide by and follow TTEC/TeleTech's Code of Conduct, a copy of which is available at [www.TTEC/TeleTech.com](http://www.TTEC/TeleTech.com) and the failure to do so shall constitute a material breach of this Purchase Order.