

G-Cloud 15

Lot 1a – Infrastructure as a Service (IaaS) and Platform as a Service (PaaS)

Terms & Conditions Document



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1. Master Services Agreement

This Master Services Agreement ("**Agreement**") is entered into as of the last date signed below ("**Effective Date**") by and between Avanade UK Limited, a company incorporated under the laws of England and Wales (company number: 4042711) having its registered address at 30 Fenchurch Street, London, EC3M 3BD ("**Avanade**") and [Client Name], a company incorporated under the laws of [where Client is registered] (company number: [Client company number]) having its registered address at [Client registered address] ("**Client**"). Avanade and Client are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

The Parties acknowledge that the intention with this Agreement is to: (i) facilitate mutually successful projects as further set out in statement of work; (ii) provide a smooth contractual process aimed at facilitating business needs; (iii) move decision making closer to relevant stakeholders; and (iv) simplify and create contractual clarity between the Parties.

Services and Deliverables.

Avanade will perform for Client services ("**Services**") and provide Deliverables as specified in written statements of work (each a "**SOW**") executed by the Parties. "**Deliverables**" means software, documents or other tangible items identified as "Deliverables" in the SOW that Avanade delivers to Client. The Services will be performed by Avanade's and its Affiliates' employees, independent consultants and/or subcontractors ("**Personnel**"), as determined by Avanade. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, with "**control**" meaning ownership of 50% or more of the voting equity interests, or the power to otherwise direct the affairs of such Party. Affiliates of either Party may execute a SOW under this Agreement, and the executing Affiliate is bound by the terms and conditions of this Agreement. Each SOW forms a separate and binding contract between the executing parties, and the requirements of one SOW will not apply to the Services or Deliverables provided under another SOW. Avanade may perform the Services remotely.

Fees.

Payment. Client will pay Avanade the fees set forth in the SOW ("**Fees**") and reimburse Avanade for reasonable expenses incurred in performing the Services. Avanade will invoice Client monthly or as specified in the SOW. In cases whereby Avanade's invoicing is procedurally contingent on Client issuing purchase orders, Client shall issue such purchase orders promptly, otherwise Avanade may invoice Client without the issue of a purchase order. Client will pay Avanade within thirty (30) calendar days of the invoice date in accordance with payment instructions provided by Avanade. Avanade may charge interest on amounts that are not subject to a good faith dispute that were not paid when due at the lesser of 3% per month or the maximum legal rate.

Taxes. Avanade's Fees do not include applicable taxes. Client will be responsible for the payment of all taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, entity level withholding, and other similar taxes or duties, including taxes incurred on transactions between and among Avanade, its Affiliates, and third-party subcontractors. If work for Client requires that Personnel perform Services outside the city, state, province, or country in which such Personnel are based, Client will reimburse Avanade for increased tax and administrative costs incurred by Avanade and/or its Personnel. Client will reimburse Avanade for any deficiency relating to taxes that are Client's responsibility under this Agreement. Except as otherwise provided, each Party will be responsible for its own income taxes, employment taxes, and property taxes.

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The Parties will cooperate in good faith to minimize taxes to the extent legally permissible when reasonable. In a timely manner, each Party will provide to the other Party any direct pay permits, resale exemption certificates, multiple points of use certificates, treaty certification, withholding tax certificates and other information reasonably requested by the other Party.

Deliverables Acceptance.

Client shall have the right to reject materially non-conforming Deliverables by providing written notice within ten (10) business days after delivery identifying how the Deliverables fail to materially comply with their applicable specifications. If no such written rejection has been given within the notice period, or if the Deliverable is used in production, the Deliverable will be considered accepted.

Intellectual Property.

Rights in Deliverables. Subject to Client's compliance with this Agreement and the applicable SOW (including full payment of any applicable Fee), Avanade grants to Client a perpetual, non-transferable, non-exclusive, fully paid-up right and license to use, copy, modify and prepare derivative works of the Deliverables (including Avanade's Pre-Existing IP (as defined in Section 4.2) inseparably embedded in the Deliverables) for Client's internal business purposes only. Unless otherwise provided in a SOW, all intellectual property rights, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights ("**IP**") in the Deliverables remain in and/or are assigned to Avanade. Client will not reverse engineer, disassemble or decompile, or attempt to discover or recreate the source code to the Deliverables or engage in or permit any use, sublicensing, distribution, or other activity that is not authorized by Avanade.

Pre-Existing IP. Each Party (or its licensors, as applicable) shall retain ownership of: (a) its IP which existed prior to the effective date of the applicable SOW; and (b) IP developed, licensed or acquired by a Party or its licensors during the term of this Agreement (i) that is not a Deliverable, or (ii) is developed independently from the Services, in each case including any modifications thereto or derivatives thereof (collectively "**Pre-Existing IP**"). Certain Avanade Pre-Existing IP (e.g., add-on applications, software or platforms, etc.) may require additional terms, which may be addressed in the SOW or require a separate agreement.

Client IP. Client or its third-party licensors own all right, title and interest, including intellectual property rights, in and to any information, equipment, software, data or other materials, including Client Pre-Existing IP and any third-party products that Client provides to Avanade under this Agreement ("**Client IP**"). Client will obtain any consents and licenses necessary for Avanade to use Client IP to perform its obligations under this Agreement, and grants Avanade a non-exclusive, worldwide, royalty-free, fully paid-up license to use, display, modify, and prepare derivative works of Client IP as required for Avanade to perform such obligations.

Residuals. Each Party is free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services for any purpose. Avanade is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables, provided and to the extent that they do not contain Client Confidential Information.

Third-Party Products. The rights and terms of use for third-party products, including open-source code, open source artificial intelligence ("**AI**"), and any content generated by AI, ("**Third-Party Products**"), will be governed by the license provided by such third parties, notwithstanding if the use of such products or output was recommended by Avanade or if they were identified in the relevant SOW or not.

Confidentiality.

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A Party, its Affiliates, and subcontractors (the "**Recipient**") may have access to information that relates to the other Party's or their Affiliate's (the "**Disclosing Party**") business activities, including research, development, products, services, processes and technical knowledge, which is identified by the Disclosing Party as confidential or is reasonably understood to be confidential ("**Confidential Information**"). The Recipient will protect the confidentiality of the Confidential Information in the same manner as it protects its own similar information, but in any event using a reasonable standard of care. The Recipient will use the Confidential Information only as necessary for a Party to perform its obligations under this Agreement and will restrict access to such Confidential Information to its and its Affiliates' personnel and subcontractors engaged in the performance, receipt or use of the Services, provided that such personnel are bound by obligations of confidentiality no less protective than under this Agreement. Except for any license or right expressly granted under this Agreement, the Disclosing Party retains all rights, title, or interest in or to Confidential Information. The Parties' obligations with respect to Client Personal Data (as defined in **Addendum A - Data Processing and Security**) are set forth in Section 6 rather than in this Section 5. Nothing in this Agreement will limit use of information: (a) previously known to the Recipient without an obligation of confidentiality; (b) independently developed by or for the Recipient without use of the Confidential Information; (c) acquired by the Recipient from a third party which was not, to the Recipient's knowledge, under an obligation of confidentiality; or (d) publicly available through no breach of this Agreement. If the Recipient receives a subpoena or other valid legal process requiring disclosure of the Confidential Information, the Recipient may comply to the extent required by law and will, unless restricted by law, promptly notify the Disclosing Party and reasonably cooperate (at the Disclosing Party's request and expense) in opposing such a demand. The obligations in this Section shall be applicable during the term of this Agreement and will survive after its termination.

Data Protection and Personal Data.

Data privacy terms are defined in **Addendum A - Data Processing and Security**. Except as expressly specified in the applicable SOW, the Parties acknowledge and agree that Avanade will not access Client Personal Data as part of the Services (excluding Business Contact Information such as name, job titles, telephone number, address, and email address, as defined in **Addendum A - Data Processing and Security**) and both Parties will use commercially reasonable efforts to monitor and restrict such access. However, if Avanade determines it has received Client Personal Data from Client that is not required to perform the Services, Avanade will notify Client and return or destroy such Client Personal Data (as instructed by Client), and Client shall take steps to promptly rectify the situation to prevent recurrence. If it is agreed in a SOW that Avanade will process Client Personal Data in connection with the Services, the general responsibilities of the Parties (with respect to the nature and purpose of such access, security controls and protocols, international transfer of data, etc.) as set out in **Addendum A - Data Processing and Security** and the applicable SOW shall apply to the processing of such Client Personal Data.

Warranties.

Warranties. Avanade warrants that it will perform the Services in a good and workmanlike manner. Avanade will re-perform Services that do not materially meet the foregoing warranty if Client notifies Avanade in writing within 30 calendar days of performance. Avanade warrants that the Deliverables will materially conform to the requirements set forth in the SOW and will use commercially reasonable efforts to correct any non-conforming Deliverable if Client notifies Avanade in writing of the noncompliance within thirty (30) calendar days from delivery to Client. The above warranties do not apply to any noncompliance resulting from: (a) Client IP; (b) Third-Party Products; (c) Avanade's reliance on a Client responsibility; (d) Client's use of Deliverables in production prior to acceptance or other than in accordance with applicable documentation or design; (e) modification, damage or other action of Client or any third party; or (f) combination with hardware, software, technology, services or other items not supplied or approved by Avanade. Avanade does not warrant that the Deliverables are free from non-material bugs, errors, defects or deficiencies that do not impact the performance of the Deliverables. The remedies set forth in this Section 7.1 are Client's sole and

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exclusive remedies and Avanade's sole and exclusive liability for breach of the warranties set forth in this Section 7.1.

DISCLAIMER. EXCEPT AS SET FORTH IN SECTION 7.1, THE SERVICES, DELIVERABLES, AVANADE PRE-EXISTING IP AND OTHER ITEMS PROVIDED BY AVANADE ARE PROVIDED "AS IS". AVANADE DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICES, DELIVERABLES, AVANADE PRE-EXISTING IP OR OTHER ITEMS PROVIDED BY AVANADE (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE). Except as the Parties agree in writing, Avanade's warranties, obligations and liabilities and Client's remedies for Third-Party Products are limited to any recourse available against such third party.

Indemnity.

Infringement. Each Party will defend and indemnify the other Party and its Affiliates, and their directors, officers and employees (each, an "**Indemnified Party**"), against any third party claims, costs or damages that may be awarded in a final judgment or agreed to by the indemnifying Party in a settlement of such claims:

- (a) where Avanade is the indemnifying Party, a claim that any Deliverable provided by Avanade to Client pursuant to this Agreement: (i) infringes a copyright or trademark held by the third party; (ii) infringes the third party's patent existing as of the date of delivery of such Deliverable in any country in which the Services are delivered; or (iii) constitutes misappropriation or unlawful disclosure or use of the third party's trade secrets, except in each case to the extent such claims are based on: Client's modification or use other than as authorized by the SOW; Client's failure to use corrections or enhancements that Avanade made available; Client's combination with any product, technology or information not supplied or approved by Avanade; Client's distribution or use for the benefit of third parties; Avanade's compliance with Client specifications or requirements; or any Third-Party Product, Client responsibility, or Client IP; and
- (b) where Client is the indemnifying Party, a claim that any Client IP provided to Avanade pursuant to this Agreement: (i) infringes a copyright or trademark held by the third party; (ii) infringes a third party's patent existing as of the date of delivery to Avanade or Avanade's first use in any country in which Client IP was provided or is used by Avanade; or (iii) constitutes misappropriation or unlawful disclosure or use of the third party's trade secrets.

Procedure; Remedies. The Indemnified Party must promptly notify the indemnifying Party in writing of any indemnified claim and provide the indemnifying Party reasonable cooperation and full authority to defend or settle the claim, provided that such settlement may not impose any obligation (monetary or otherwise) on the Indemnified Party without its consent. If any Deliverable is, or in Avanade's opinion is likely to be, held to infringe, Avanade will, at its expense, either: (a) procure the right for Client to continue using it; (b) replace it with a non-infringing equivalent; (c) modify it to be non-infringing; or (d) direct its return, and refund to Client the Fees paid for it. The remedies in this Section 8 are the sole and exclusive remedies and each Party's entire liability with respect to infringement.

Limitations of Liability.

No Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFIT, REPUTATION, DATA, SHARE VALUE, BUSINESS OR USE), REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE), WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE.

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General Limitation of Liability. EACH PARTY'S AGGREGATE LIABILITY FOR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), WILL NOT EXCEED THE FEES PAID BY CLIENT UNDER THE APPLICABLE SOW IN THE 12 MONTHS PRECEDING THE CLAIM. THIS LIMITATION DOES NOT APPLY TO A BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 5 (SPECIFICALLY EXCLUDING CLAIMS INVOLVING CLIENT PERSONAL DATA, WHICH ARE SUBJECT TO THE LIMITATION IN SECTION 9.3), THE IP INFRINGEMENT INDEMNITY OBLIGATIONS UNDER SECTION 8, CLIENT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

Client Personal Data Limitation of Liability. FOR ANY LIABILITY RELATED TO CLAIMS INVOLVING CLIENT PERSONAL DATA ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), EACH PARTY'S AGGREGATE LIABILITY WILL NOT EXCEED TWO TIMES THE FEES PAID BY CLIENT UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Term and Termination.

The term of this Agreement commences on the Effective Date and continues until terminated as set forth below. Either Party may, subject to any terms in the SOW, terminate a SOW for convenience upon thirty (30) calendar days written notice. Either Party may also terminate a SOW or this Agreement if the other Party does not cure a material breach within thirty (30) calendar days of written notice by the Party identifying the breach. Termination of a SOW for material breach does not terminate any other SOW unless such material breach also constitutes a material breach under those other SOW(s). In the event of any termination of a SOW, Client will pay Avanade for all Services and Deliverables rendered under such SOW, including a pro-rated portion for Deliverables in progress, and expenses incurred prior to the date of termination. Upon payment, Avanade will deliver to Client all Deliverables that are in progress as of the termination date, which Deliverables will not be subject to the acceptance and warranty provisions herein; Client's rights in any Deliverables for which Avanade has not received payment will terminate. Upon termination of a SOW by Client for convenience or by Avanade for breach, Client will also pay any reasonable demobilization costs. Any termination of the Agreement shall be effective when all SOWs related to this Agreement have expired or are terminated in accordance with this Section. All provisions of this Agreement or a SOW that are by their nature intended to survive expiration or termination will survive such expiration or termination.

Dispute Resolution.

In the event of a dispute arising out of or relating to this Agreement, the Parties will consult and negotiate in good faith to reach a satisfactory solution within thirty (30) calendar days. If the Parties do not resolve the dispute within such period, each Party may pursue such other remedies to which it is entitled.

Miscellaneous.

Notices. Any notice or other communication provided under this Agreement will be in writing, addressed to such Party at the address set out in this Agreement, or upon electronic delivery by confirmed means.

Independent Contractors. Each Party is an independent contractor and not a partner or agent of the other Party. Neither Party is authorized to enter into or incur any agreement, contract, commitment, obligation or liability in the name of or on behalf of the other Party.

Use of Name. Client permits Avanade to use its name, logo and a brief description of the services being provided in external communications such as client listings, marketing materials and presentations. The listing will exclude Client-specific project information unless otherwise agreed by Client.

Alliance Relationship Disclosure; Communication with Affiliates and Alliance Partners. Avanade is owned by Accenture and Microsoft. As a result of this relationship, Avanade is primarily dedicated to providing solutions to clients using Microsoft products and platforms. Avanade works closely with Microsoft and with alliance partners that offer products and services related to Microsoft to promote and provide solutions using such products and platforms. Avanade may receive compensation and other benefits resulting from its alliance relationships and activities associated with its promotion of such products and platforms. Avanade's Microsoft and other alliance partner certifications are dependent on Microsoft's and other alliance partners' verification of Avanade's work. Accordingly, Client consents to Avanade sharing Client's name, contact information for Client representatives, and general information about the Services with Microsoft, other alliance partners and Accenture, including more specific contract information contained in an applicable SOW as reasonably required for Avanade to comply with the validation procedures of various alliance programs. If contacted by Microsoft or another alliance partner, Client agrees to provide reasonably requested information relating to Avanade's performance of the Services. Client may access applicable Avanade privacy notices via Avanade's website at: www.avanade.com.

Artificial Intelligence. Notwithstanding any provision in this Agreement, Client agrees that Avanade may use AI enabled technologies, including Microsoft Copilots, to provide the Services and Deliverables. Client agrees that Avanade may use such AI enabled technologies to assist Avanade as well as process and analyse Client data to create efficiencies and improve the Services to be provided to Client.

Non-Solicitation. During performance of the Services and for one (1) year thereafter, neither Party will, directly or indirectly, solicit the employment of the employees or contractors of the other Party who were involved in the performance of the Services under this Agreement, provided that this provision shall not apply to individuals who are no longer employed by the other Party, approach the other Party, or respond to general ads placed by a Party that were not specifically targeted to such individuals.

Excuse. Neither Party will be liable for any delays or failures to perform due to causes beyond that Party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform any of its responsibilities described in the Agreement, Avanade: (i) shall be excused from failure to perform any affected obligations under the Agreement; (ii) shall be entitled to a reasonable extension of time considering the particular circumstances, and a reasonable reimbursement of additional costs incurred as a result; and (iii) shall not be responsible for any consequence or liability arising from Client's failure. Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

Assignment. Neither Party may assign this Agreement or any SOW, other than to an Affiliate established in the same country or a successor by way of merger, acquisition, consolidation or corporate reorganization upon written notice to the other Party, without the written consent of the other Party, which will not be unreasonably withheld or delayed. This Agreement will be fully binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and assigns.

Applicable Law. This Agreement will be interpreted, construed and enforced in accordance with the laws of England and Wales, without reference to its rules relating to choice of law. Each Party irrevocably submits to the jurisdiction of the courts of England and Wales.

Compliance with Laws. Each Party shall comply with applicable local laws and regulations that pertain to each Party's operation of its business and specific industry. Each Party will comply with all export control and sanction laws applicable to its performance under this Agreement, including the use and transfer of products, software, technology or services. Prior to providing the other Party with goods, software, or technical data that are subject to export controls, each Party agrees to specify in writing the nature of any controls applicable thereto and any relevant export control classification numbers.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which when executed will be deemed an original, and such counterparts together will constitute one instrument. The Parties expressly agree that this Agreement and any SOW may be electronically signed, and that such

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signatures will be governed by the laws, policies and regulations of individual countries, regions, and industries.

Entire Agreement; Interpretation. In the event of a conflict between any provision of this Agreement and any provision of a SOW, the provision of the SOW will control. This Agreement, including all SOWs, constitutes the entire agreement, and supersedes any and all prior agreements between the Parties with respect to the subject matter of this Agreement (including, for the avoidance of doubt, any non-disclosure agreement entered into between the Parties prior to the execution of this Agreement). This Agreement and any SOW cannot be amended or modified except in a writing that specifically refers to this Agreement or such SOW signed by the authorized representatives of each Party. The authorized representative who may execute an amendment on behalf of Avanade is the Avanade signatory below, or a substitute representative at the same level or higher within Avanade. Conflicting or supplemental terms contained in any purchase order, online agreement (including click-wrap, browse-wrap, click-through, etc.), not expressly referenced in a fully executed SOW or any other document not meeting the requirements of this Section are of no force or effect. The delay or failure of either Party to enforce the other Party's performance of any provision of this Agreement or exercise any right or remedy under this Agreement will not be interpreted or construed as a waiver of that Party's right to assert or rely upon such provision, right or remedy. This Agreement does not prohibit or restrict: (a) either Party's right to perform services for any third party, including services comparable or similar to the Services; or (b) the placement of Personnel involved in the performance or use of the Services. This Agreement exists for the benefit of the Parties only, and only the Parties may enforce it. The Parties do not intend for this Agreement to confer any right or benefit on any third party.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Avanade UK Limited

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

[Client Name]

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

Addendum A - Data Processing and Security Addendum

This Data Processing and Security Addendum ("**Addendum**") describes the responsibilities of the Parties with respect to the processing and security of any Client Personal Data in connection with the Services provided under any SOW under the Agreement. This Addendum is subject to the terms and conditions of the Agreement. In the event of a conflict between the Agreement and this Addendum, this Addendum shall prevail.

1. Definitions.

- (a) "**Business Contact Information**" means the names, job titles, mailing addresses, email addresses, and phone numbers regarding either Party's employees, directors, vendors, agents and customers, that might be processed by the other Party as further described in Section 9 of this Addendum.
- (b) "**Client Personal Data**" means Client-owned or controlled personal data provided by or on behalf of Client to Avanade or an Avanade Subprocessor for processing under an SOW. Unless prohibited by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.
- (c) "**Consents**" includes all necessary consents, permissions, as well as notices and authorizations necessary for the processing or onward transfer by Avanade of Client Personal Data which is required to perform the Services, including the transfer of Client Personal Data outside of the country of origin and any of the foregoing, as applicable, from employees or third parties; valid consents from or notices to applicable data subjects; and authorizations from regulatory authorities, employee representative bodies or other applicable third parties.
- (d) "**Data Protection Laws**" means all applicable data protection and privacy laws that apply to the processing of personal data under a particular SOW, including, as applicable, General Data Protection Regulation 2016/679 (GDPR), Federal Data Protection Act of 2020 (Switzerland), UK Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR), and any US state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., California Consumer Privacy Act of 2018 (CCPA), as amended by the and California Privacy Rights Act of 2020 (CPRA).
- (e) "**Information Security Incident**" means a breach of Avanade's contractual security obligations leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to Client Personal Data transmitted, stored or otherwise processed by Avanade.
- (f) "**Subprocessor(s)**" means any Avanade Affiliates and third parties authorized under the terms of this Addendum to have access to and process Client Personal Data in order to provide a portion of the Services. For clarity, "portion of the Services" does not include ancillary services, such as telecommunication services used to communicate and interact with Client, or measures implemented by Avanade to ensure and improve the security and functioning of Avanade-managed systems, networks and applications, possibly used to deliver the Services.
- (g) The terms "**controller**", "**data subject**", "**de-identification**", "**personal data**", "**process**", "**processing**", "**processor**", "**pseudonymize**", "**sale**", "**service provider**" and "**supervisory authority**" as used in this Addendum have the meanings given to any equivalent terms in the applicable Data Protection Laws, as relevant.

2. Roles of the Parties; Compliance with Data Protection Laws.

- (a) Each Party will comply with the requirements of the Data Protection Laws as applicable to such Party with respect to the processing of Client Personal Data.
- (b) Client warrants to Avanade that it has and will maintain all necessary rights (including lawful legal basis), licenses and Consents to provide Client Personal Data to Avanade for the processing to be performed in relation to the Services and agrees that Client shall be responsible for obtaining all necessary Consents or identifying the appropriate legal basis for the processing, and providing all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of Client Personal Data.
- (c) Avanade will process Client Personal Data only in accordance with Client's documented processing instructions as set forth in the Agreement, including this Addendum and the applicable SOW, unless otherwise required by law.
- (d) If Avanade is acting as a subprocessor in relation to any Client Personal Data (i.e. the data owner/controller is an entity other than Client), Client warrants to Avanade that Client's instructions with respect to Client Personal Data have been authorized by the applicable data owner/controller, including the appointment of Avanade as a subprocessor.
- (e) Except as otherwise set forth in the applicable SOW: (i) Avanade is a service provider and/or processor with respect to Client Personal Data; and (ii) Client is an owner/controller or service provider/processor, as applicable, of Client Personal Data.
- (f) The applicable SOW shall set out: (i) the subject matter and duration of the processing; (ii) the nature and purpose of the processing; and (iii) the type of personal data and categories of data subjects involved.
- (g) Avanade will promptly notify Client if Avanade determines, in its reasonable business judgment, that a Client processing instruction violates any applicable Data Protection Law (provided that nothing herein shall require Avanade to provide legal or regulatory advice or monitor Data Protection Laws as they apply to Client). In such event, the Parties will work together in good faith to resolve such issue in a timely manner. In no event will either Party be required to perform any activity that violates any applicable Data Protection Law. If Client requires that Avanade follow a processing instruction despite Avanade's notice that such instruction may violate an applicable Data Protection Law, Client will be responsible for all liability for all claims and damages arising from any continued processing in accordance with such instruction.

3. Disclosure and Use of Data.

- (a) When providing or making available Client Personal Data to Avanade, Client shall only disclose or transmit Client Personal Data that is necessary for Avanade to perform the applicable Services.
- (b) Following expiration or termination of the provision of Services relating to the processing of Client Personal Data, or at Client's request, Avanade shall (and shall require that its Subprocessors) promptly and securely delete (or return to Client) all Client Personal Data (including existing copies), unless otherwise required or permitted by applicable Laws. For clarity, Client Personal Data on Avanade's shared IT backup media will be erased within ninety (90) days pursuant to Avanade's internal policy.
- (c) All Avanade personnel, including Subprocessors' personnel, authorized to process Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

4. Security Obligations.

- (a) Each Party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in **Attachment 1** to this Addendum ("**Data Safeguards**") and the applicable SOW.
- (b) Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of Client Personal Data, as well as the likelihood and severity of risk to individuals, Avanade's implementation of and compliance with the security measures set forth in **Attachment 1 - Data Safeguards** and the applicable SOW is designed to provide a level of security appropriate to the risk in respect of the processing of Client Personal Data.

5. Additional Avanade Responsibilities.

- (a) **Documentation, Audits and Inspections.** Avanade shall make available to Client information reasonably requested by Client to demonstrate Avanade's compliance with its obligations in this Addendum and submit to audits and inspections by Client (or Client directed third parties) in accordance with a mutually agreed process designed to avoid disruption of the Services and protect the Confidential Information of Avanade and its other clients. As required by applicable law, Avanade shall inform Client if, in Avanade's opinion, any Client audit instruction infringes upon any applicable Data Protection Law. Client shall be solely responsible for determining whether the Services and Avanade's security measures as set forth in **Attachment 1 - Data Safeguards** and the applicable SOW will meet Client's needs, including with respect to any Data Protection Laws.
 - (b) **Data Subject and Supervisory Authority Requests.** As required by law and taking into account the nature of the Services provided, Avanade shall:
 - (i) provide assistance to Client as reasonably requested with respect to Client's obligations to respond to requests from Client's data subjects as required under applicable Data Protection Laws. Avanade will not independently respond to such requests from Client's data subjects, but will refer them to Client, except where required by applicable Data Protection Law; and
 - (ii) provide assistance to Client as reasonably requested if Client needs to provide information (including details of the Services provided by Avanade) to a competent supervisory authority, to the extent that such information is solely in the possession of Avanade or its Subprocessors.
 - (c) **Privacy / Data Protection Impact Assessments.** As required by law and taking into account the nature of the Services provided and the information available to Avanade, Avanade shall provide assistance to Client as reasonably requested with respect to Client's obligations to conduct privacy/data protection impact assessments with respect to the processing of Client Personal Data as required under applicable Data Protection Laws.
- 6. Subprocessors.** Client generally authorizes the engagement of Avanade's Affiliates as Subprocessors as identified in any applicable SOW, and specifically authorizes the engagement of third parties as Subprocessors as identified in the applicable SOW. Avanade shall contractually require (including via standard contractual clauses, sub-processing agreements or, with respect to Affiliates, intra-company agreements, as applicable) any such Subprocessors to comply with data protection obligations that are at least as restrictive as those Avanade is required to comply with hereunder. Avanade shall remain fully liable for the performance of the Subprocessors. Avanade shall provide Client with written notice of any intended changes to the list of authorized Subprocessors or any intended appointment of a new third party Subprocessor and Client shall promptly, and in any event

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within ten (10) business days, notify Avanade in writing of any reasonable objection to such changes/appointment. If Client's objection is based on anything other than the proposed Subprocessor's inability to comply with agreed data protection obligations, then any further adjustments shall be at Client's cost. Any disagreements between the Parties shall be resolved via the contract dispute resolution procedure.

7. Cross-Border Transfers of Client Personal Data.

(a) Transfers of EEA/Swiss/UK Personal Data.

The Parties shall rely on the EU Standard Contractual Clauses for the transfers of personal data to third countries pursuant to Regulation (EU) 679/2016, adopted by the EU Commission by its Implementing Decision (EU) 2021/914 of 4 June 2021 (the "**EU SCCs**") to protect Client Personal Data being transferred from a country within the European Economic Area ("**EEA**") and/or Switzerland and/or the United Kingdom ("**UK**") to a country outside the EEA/Switzerland/UK that is not recognized as providing an adequate level of protection for personal data. To the extent that such transfers are subject to Swiss and/or UK Data Protection Laws, the Parties will amend the EU SCCs before execution, as required under the applicable Data Protection Law. The Parties will cooperate in good faith to agree on and execute the appropriate module of the EU SCCs to be used based on the data transfer occurring under the applicable SOW.

(b) **Transfers of non-EEA/Swiss/UK Data.** In the event that Client Personal Data is to be transferred outside the country of origin in connection with the provision of Services under the Agreement and this country is not located within the EEA, Switzerland or UK, the Parties will work together expeditiously and in good faith to establish the appropriate transfer mechanism to be implemented, as required by applicable Data Protection Law.

(c) **Transfer Mechanism.** In the event that the transfer mechanisms agreed by the Parties herein are amended, replaced, or cease to be authorized as a means to provide "adequate protection" with respect to transfers of Client Personal Data, the Parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data. Any impacts on the terms of the Agreement and the provision of the Services caused by such new requirements will be addressed by the Parties in accordance with Section 10 of this Addendum.

8. Information Security Incidents. Avanade shall maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Client Personal Data, Avanade will promptly notify Client within forty-eight (48) hours after becoming aware of such incident, or such shorter period as required by applicable law. Avanade will cooperate with Client in investigating the Information Security Incident and, taking into account the nature of the Services provided and the information available to Avanade, provide assistance to Client as reasonably requested with respect to Client's breach notification obligations under any applicable Data Protection Laws.

9. Use of Business Contact Information.

(a) Each Party consents to the other Party using its Business Contact Information as necessary to communicate and interact in the context of their business relationship, including for contract management, payment processing, service offering, business development purposes, including business development with partners and such other purposes as set out in the using Party's global data privacy policy (Avanade's applicable global privacy statement is available at: www.avanade.com/en/utility/privacy-policy). For such purposes, and notwithstanding anything else set forth in the Agreement or this Addendum with respect to Client Personal Data in general, each

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Party shall be considered a controller with respect to the other Party's Business Contact Information and shall be entitled to transfer such information to any country where such Party's global organization operates.

- (b) Furthermore, the Parties agree that, when either Party's authorized users are granted access to the other Party's systems, networks and applications under the Agreement, the receiving party might process Business Contact Information and other personal data (including system and application access data, and internet and electronic network activity information, such as authentication data, activity logs, and IP addresses) of such authorized users to enable them to access and securely use the receiving party's systems, networks and applications. The receiving party will process such personal data as a controller in accordance with its global data privacy policy and, when applicable, the privacy statement made available in applicable system or application.

10. Changes in Laws. In the event of: (i) any newly enacted Data Protection Law; (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof); (iii) any interpretation of a new or existing Data Protection Law by Client; or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Avanade is delivering the Services to Client, the Parties shall agree upon how Avanade's delivery of the Services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services in accordance with change control procedures.

11. Relationship with Other Agreements. For avoidance of doubt and without prejudice to the rights of any data subjects thereunder, this Addendum and any EU SCCs (or other data transfer agreements) that the Parties or their Affiliates may enter into in connection with the Services provided pursuant to the Agreement will be considered part of the Agreement and, to the maximum extent permitted by applicable Data Protection Law, governed by the terms thereof.

Attachment 1 - Data Safeguards

These data safeguards ("**Data Safeguards**") set forth the security framework that Client and Avanade will follow with respect to protecting Client Data in connection with the Agreement. In the event of a conflict between these Data Safeguards and any terms and conditions set forth in the Agreement, the terms and conditions of these Data Safeguards shall prevail.

Security Standards.

1. General Obligations. Each Party will:

- maintain and comply with globally applicable standards, policies and procedures intended to protect data within their own respective environments (e.g. systems, networks, facilities) and such standards will govern and control in their respective environments;
- comply with the other Party's standards when accessing or operating within the other Party's environments;
- provide timely notice of any changes to such standards that may materially degrade the security of the Services.

2. Client Standards. Client's applicable security standards are as set out in the applicable SOW and/or as separately communicated to and confirmed by Avanade in advance.

3. Avanade Standards. Avanade's applicable security standards are as set out online, accessible here: www.avanade.com/en/utility/client-data-safeguards.