

DEFINITIONS. For the purpose of these Terms and Conditions:

Ferranti shall mean Ferranti Computer Systems NV, Romeynsweel 7, 2030 Antwerpen, VAT Nr. BE 416.296.878, Register Number 0416296878.

The *Supplier* shall mean the person, firm, enterprise, or corporation to whom the purchase Order is addressed.

The *Purchase Order* shall mean the instructions given in the document referred to as "the purchase Order", for the supply of goods or services, all appendices and attachments referenced and these Terms and Conditions.

Items shall mean the goods, licenses, equipment or services to be provided under this purchase Order.

1. PURCHASE ORDER. Ferranti hereby issues a Purchase Order for the Items to the Supplier specified on the front page hereof and at the price agreed between parties.

2. AMENDMENTS Prior to completion of the Purchase Order, Ferranti, by a written notice at any time, may make changes in the specifications, designs or drawings, samples or other description to which the Items are to conform by providing Supplier with a written notification of the required amendments. If any such amendments cause an increase or decrease in the cost of, or the time required for, the performance of any part of the services under this purchase Order, an equitable adjustment may be made in the price or delivery schedule, or both, and this Purchase Order will be modified in writing accordingly. Any claim by Supplier for an adjustment must be made in writing within thirty (30) days of the receipt of written notice of the changes from Ferranti. Nothing in this clause shall excuse the Supplier from proceeding without delay to perform this purchase Order as amended.

3. PACKAGING AND PACKING. Supplier shall properly package and pack the Items in containers to permit safe and secure transportation, to withstand rough handling during transportation and to reach their destination undamaged. Supplier shall also adhere to packaging requirements as specified by Ferranti.

4. DELIVERY AND PROVISION OF SERVICE. Time is of the essence. Supplier shall deliver the Items, DDP, at the time and to the place specified in this purchase Order. DDP means delivered duty paid as that expression is defined in the International Chamber of Commerce INCOTERMS 2000 Edition. Supplier shall deliver the Items at the time specified by Ferranti. If no delivery date is specified, the Purchase Order shall be completed promptly and delivery will be made by the most expeditious form of transportation at no additional expense to Ferranti. No concession with respect to delay in delivery, dispatch or completion will be construed as a waiver of Ferranti's rights and remedies unless specifically agreed in writing. Ferranti shall be entitled to cancel this Purchase Order should Supplier fail to deliver all of the Items required by the times specified and to claim damages for breach of contract. In the event the Items are delivered incorrectly or to the incorrect destination, Supplier shall at its own

expense collect and re-deliver the correct Items to the correct location and Supplier will be liable for any actual and reasonable costs and damages Ferranti incurs owing to the incorrect delivery. Receipt of Items shall not be deemed as acceptance by Ferranti of the same, but only that the Items have been provided.

5. RISK AND TITLE. Supplier warrants that it holds title to the Items. Title and risk in the Items shall remain with the Supplier until they are delivered and accepted by Ferranti, except where Ferranti, for whatever reason, pays for the Items either in full or in part, in advance of the receipt, in which case title is deemed to have passed to Ferranti, and the Supplier shall adequately insure Ferranti's property in its possessions.

6. ACCEPTANCE. All Items shall be subject to inspection and test by Ferranti. If any of the Items ordered are found to be defective or not in conformity with the specifications of this Purchase Order, Ferranti may at its option a) reject and return such Items at Supplier's expense or b) require Supplier to replace non-conforming Items with Items that conform to this Purchase Order. Ferranti will have no payment obligation for any of the Items not accepted by Ferranti.

7. PRICE. Prices specified in this Purchase Order shall remain firm and fixed. Prices include any and all charges including but not limited to taxes, duties, inspection charges, packaging and shipping costs unless separately listed on the face hereof.

8. INVOICES. Supplier shall submit invoices only upon delivery of all Items or completion of all services as specified in the purchase Order. Invoices shall contain the following information as applicable: Purchase Order number, line item number, part number and/or description of Items, quantity, unit of issue, unit price, and extended totals. Any applicable taxes shall be shown separately on the invoice. In addition, unless otherwise specified in this Purchase Order or any written agreement, Ferranti shall not be obligated to pay Supplier for Items if Supplier presents the invoice for such Items to Ferranti more than one-hundred eighty (180) days after the date the Items have been delivered. Invoices shall be sent to the invoice address indicated on this Purchase Order.

9. PAYMENT. Payment shall be computed from the date of receipt of invoice. Ferranti shall pay thirty (30) days after its receipt of a valid and correctly submitted invoice. Payment shall not constitute acceptance and will not waive or otherwise affect Ferranti's right to inspect the Items or to reject such non-conforming Items. Adjustments shall be made by Ferranti for rejected Items or for any over-payment due or, at Ferranti's option, any such over-payment shall be promptly refunded by Supplier upon request.

10. FERRANTI PROPERTY RIGHTS. All products, inventions, documents, writings, software (including modifications and documentation), and other Items prepared or produced by Supplier under this purchase Order

(collectively, the "Developments") shall be the sole and exclusive property of Ferranti. In the event that any of the Developments do not qualify as works made for hire, Supplier hereby assigns to Ferranti at no additional consideration all right, title and interest and all Intellectual Property Rights in such Developments and all extensions and renewals thereof, so that Ferranti shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights ("Intellectual Property Rights") in the Developments.

11. WARRANTY.

Services Warranty. Supplier represents and warrants that services will be performed in a proper, workmanlike and professional manner with the degree of skill and care that is required by current, good and sound professional procedures. Further, Supplier represents and warrants that the Services shall be performed and completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this purchase Order.

Item Warranty. In addition, Supplier represents and warrants that the Item(s) a) are merchantable and conform to applicable specifications, drawings, samples or other descriptions referenced on the face of this purchase Order; b) shall be free from defects in design, materials and workmanship; c) are free from all liens, claims, or encumbrances; d) do not infringe any patent, trademark, copyright or any other intellectual property right; e) are suitable for the purposes for which they are intended; f) will be new and will not be used, reconditioned, or refurbished; and g) if they contain electromagnetic equipment, such electromagnetic equipment will comply fully with all necessary compatibility regulations. Supplier hereby agrees that it will make spare parts available for a period of five years from date of shipment at Suppliers' then current prices less applicable discounts.

In the event Ferranti identifies a warranty problem with the Items during the warranty period, Ferranti will promptly notify Supplier and Supplier shall within five (5) days of such notification, at Ferranti's option either a) re-perform the services to Ferranti's satisfaction, b) repair or replace the non-conforming or unsuitable Items, or c) refund Ferranti the purchase price paid for such Item. All expenses associated with the return to Supplier of such Items and the delivery to Ferranti of repaired or replacement Items shall be borne by Supplier. Unless otherwise agreed in writing, all Items shall be warranted as specified herein for a minimum period of twelve (12) months from acceptance by Ferranti. Re-performed services and repaired or replaced Items shall be warranted an additional 12 months, from the replacement date. The above warranties shall survive any delivery, acceptance, payment, termination or expiration of this Purchase Order and shall run to Ferranti, its successors, assigns, customers and users of its products. These representations and warranties shall be in addition to any

other conditions or warranties, written or oral, whether expressed or implied by statute or otherwise.

12. QUALITY STANDARDS. Unless otherwise specified in this purchase Order, the Items supplied must conform to ISO standards where such exist or other recognized standards applicable to print or software duplication or replication.

13. INDEMNITY. Supplier shall defend, indemnify and hold harmless Ferranti, its officers, directors, employees and clients from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) incurred by Ferranti in connection with (i) any claim that the Items infringe or misappropriate a copyright, patent, trademark, trade secret, or any other intellectual property or proprietary right of any third party, (ii) Supplier's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law and (iii) any property damage, personal injury or death which results from the Items provided hereunder. Supplier agrees that Ferranti shall have the right to control and participate in the defense of any such demand, suit or cause of action concerning matters that relate to Ferranti, and that such suit will not be settled without Ferranti's consent.

14. INSURANCE. Supplier shall be solely responsible for obtaining and maintaining appropriate insurance.

A Certificate of Insurance indicating sufficient coverage shall be delivered to Ferranti upon request. The Certificate should indicate that the policies will not be changed or terminated during the validity of the Purchase Order.

15. TERMINATION. Ferranti may terminate all or any part of this Purchase Order in the event of any default by Supplier. In addition, Ferranti may terminate this purchase Order at its discretion for any reason. Upon termination, Supplier shall deliver to Ferranti such work in progress or completed Items as Ferranti may request. Ferranti shall have no liability to Supplier beyond payment for Items accepted by Ferranti prior to Supplier's receipt of notice of termination and for such additional Items specifically requested in writing and accepted by Ferranti.

16. LIMITATION OF LIABILITY. In no event whatsoever or howsoever arising, shall Ferranti be liable to Supplier or any third party for any incidental, indirect, special, punitive or consequential loss or damages, or damages for any loss of profits, loss of revenue, loss of business or goodwill, data or data use arising out of or in connection with this Purchase Order, whether in an action in contract or tort.

17. CONFIDENTIALITY. Supplier agrees to treat all Confidential Information as confidential information of Ferranti, both during and after the term of this Agreement. "Confidential Information" means all information and material to which Supplier has access in connection with this Purchase Order including, but not limited to, (a) all Developments, (b) all software, documentation, financial, marketing and customer data and other business

information, and (c) any other material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be confidential. Supplier agrees to use the Confidential Information received under this Purchase Order solely for the purposes of performing its obligations under this Purchase Order. Supplier will not duplicate any Confidential Information unless and only to the extent that such duplication is necessary to perform its obligations under this Purchase Order. Supplier will not disclose or make Confidential Information available to any third party, except as specifically authorized by Ferranti in writing. All Confidential Information furnished to Supplier shall remain solely the property of Ferranti. Supplier further agrees that all Confidential Information and any other information received from Ferranti, including all copies in any form, shall be returned to Ferranti upon completion or termination of this Purchase Order. Furthermore, Supplier will ensure that each of its employees, agents and subcontractors who perform under this Purchase Order are aware of the confidentiality obligations under this Purchase Order prior to performing hereunder and Supplier shall remain fully responsible for such employees, agents, and subcontractors' adherence to the provisions contained herein.

18. ASSIGNMENT. Supplier may not assign this Purchase Order without the prior written consent of Ferranti. Any purported assignment without such written consent shall be null and void.

19. COMPLIANCE WITH LAWS. Supplier agrees to comply fully with all applicable federal, state, or local laws, rules, or regulations, including but not limited to the laws and regulations concerning nondiscrimination in employment and equal opportunity.

20. GOVERNING LAW. This purchase Order is governed by the substantive and procedural laws of Belgium and you and Ferranti agree to submit to the exclusive jurisdiction of, and venue in, the courts in Antwerp, Belgium, in any dispute arising out of or relating to this agreement.

21. PUBLICITY. Supplier shall not make any statements to any third party regarding Ferranti or otherwise publicize Ferranti's use or licensing of the Items, unless such statements are approved in a writing signed by Ferranti.

22. RELATIONSHIP OF THE PARTIES. No agency or partnership relationship is created between Supplier and Ferranti as a result of the transaction which is the subject matter of this Purchase Order. The parties agree that Supplier is an independent contractor and, as such, Supplier is not a partner, agent, employee or principal of Ferranti. Supplier will not act for or in the place of Ferranti in Ferranti's relations with third parties. Supplier specifically agrees to pay any and all federal and state taxes and other payments lawfully due in connection with the compensation received under this Purchase Order.

23. SEVERABILITY. Any provision of this Purchase Order held to be invalid or unenforceable shall be deemed amended to conform to applicable laws or regulations, or if

it cannot be so amended without materially altering the intention of the parties, it shall be deleted and the remainder of this Purchase Order shall remain in full force and effect.

24. WAIVER. A waiver by either party of any default hereunder or of any term or condition of this Purchase Order shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

25. SET-OFF. Ferranti shall have the right at any time to set-off any amount owing from the Supplier to Ferranti or affiliates against any amount payable by Ferranti pursuant to the purchase Order.

26. NOTICES. All notices under this Purchase Order shall be sent to a party at the respective address indicated in the front page hereof, or to such other address as such party shall have notified the other. All such notices so addressed shall be deemed duly given (a) upon delivery, if delivered by courier or by hand (against receipt); or (b) three days after posting, if sent by certified or registered mail, return receipt requested.

29. ENTIRE AGREEMENT. This Purchase Order and the written agreement, if any, between Supplier and Ferranti governing this transaction shall constitute the entire agreement between the parties. No modifications may be made unless in writing and signed by both parties. The terms of this Purchase Order shall supersede any terms contained in any quote, acknowledgement, packing slip or other document sent by Supplier. If there is a conflict between a clause of this Purchase Order and a clause in a written agreement between Supplier and Ferranti, the clause in the written agreement will supersede this purchase Order.

30. MOST FAVORABLE PRICE

During the term of the Purchase Order, Supplier shall provide prices, terms and conditions to Ferranti that are no less favorable than those provided to any other customer of Supplier that purchases an equivalent volume of Items. In the event that Supplier implements any price, rebate, terms or condition that is more favorable than as set forth in this Purchase Order, Supplier shall promptly notify Ferranti and this Purchase Order shall be deemed amended to include such price, rebate, term or condition effective as of the date Supplier first made such price, rebate, term or condition effective for its other customer.

31. DATA PROTECTION. In accordance with the Personal Data Protection Laws, the Parties acknowledge that, in respect of all personal data processed by Ferranti for the purpose of the supply of goods or provision of services under this Agreement: the Supplier alone shall determine the purposes for which and the manner in which such personal data shall be processed by Ferranti; the Supplier shall be the data controller; and Ferranti shall be the data processor.

Where Ferranti processes personal data on behalf of the Supplier as data processor, Ferranti shall:

- process the personal data only further on the written instructions of the data controller and to the extent reasonably necessary or appropriate for the performance of the Services, including the transfer of personal data to third countries or international organisations, unless provided otherwise by Personal Data Protection Laws to which the data processor is subject; in the latter case, the data processor shall inform the data controller of the statutory requirement prior to the processing, unless the law prohibits such disclosure on substantial public interest grounds;
- not disclose the personal data to any person except as required or permitted by this Agreement or in accordance with the data controller's written consent;
- ensure that persons authorised to process the personal data are bound by a contractual or statutory duty of confidentiality;
- implement appropriate technical and organisational measures, to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing;
- obtain the data controller's written consent to engage sub-processors, and impose on its sub-processors the data protection obligations set out in the agreement (or legal act) between the data controller and the data processor;
- taking into account the nature of the processing, assist the data controller by taking appropriate technical and organisational measures, insofar as possible, to ensure fulfilment of the data controller's obligation to reply to requests by data subjects exercising their rights;
- assist the data controller in ensuring compliance with its security and certain other obligations, taking into account the nature of the processing and the information available to the data processor; and
- make available to the data controller all information necessary to demonstrate compliance with its obligations and allow and cooperate fully with audits, including inspections, conducted by the data controller or another person authorised to this end by the data controller, provided that (i) such audits and inspections may only be performed during business hours and upon at least 5 Business Days' prior written notice, (ii) such audits and inspections may not unduly hinder the data processor's business, and (iii) in the event the audit and inspections are conducted by a person other than the data controller, such person shall be subject to the confidentiality obligations as set out in this agreement.

31. SURVIVAL. The obligations set forth in clauses 10, 11, 13, 14, and 16 through 31 shall survive any expiration or termination of this purchase Order.