

Purchase order remarks

Material:

Supply of material to be as per samples approved and specification mentioned in the description field of the Purchase Order. ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED reserves the right to reject the material if they do not meet the criteria laid down.

Invoice submission:

Invoice should be submitted to the Bill to Address within 7 working days from the date of delivery of Goods/Services defaulting which the agreed credit term of 60 days from the date of invoice submission would lapse thus the supplier would lose the right to claim for payment within the agreed Credit Term. Invoices submitted for Goods/Services delivered to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED against a valid Purchase Order should mention the Purchase Order Number on the Invoice .

Documents to be submitted with invoice:

Purchase Order Copy designated ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED Personnel received from an authorized / Delivery Challan which should either have;

- a) Security Inward Seal duly signed , with employee ID and cell phone number by the authorized / designated ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED Personnel
- b) If it is a service related job, the invoice should accompany a work completion certificate from the related user department stating clearly the PO number and contract no (if available).

Payment:

Within 60 days from the date of submission of invoice to the Accounts Payable Desk/OTC.

Penalty Clause:

a. Quality & specification of product should match 100% as per PO / approved sample. Any deviation in either quality or specification of the product, the entire lot of products stands rejected. Replacement of defective products to be done within the timeline as agreed with Client.

b. Any deviation from the scheduled delivery time line will attract a penalty of zero-point-five (0.5) % per Day of delay up to and including one (1) Week. For further delays the percentage shall be one (1) percentage per Day until Actual Date of Delivery. The maximum liquidated damages per event of delay shall be twenty percentage (20) % of the PO Price of the Supply, affected Equipment and related Services. The Parties may case by case agree that the amount of liquidated damages due shall at the option of the Purchaser either be fulfilled by delivery of another Supply.

"ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED" a private limited company incorporated under the laws of BanglaDesh bearing the incorporation number C-82090/10, having its registered office at GP House, Bashundhara, Baridhara, Dhaka-1229, Bangladesh)

""Goods"" means the goods detailed in the Order.

""Intellectual Property Rights"" means all intellectual and industrial property rights anywhere in the world including without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, database rights, topography rights, commercial or confidential information, know how or trade secrets and any other rights of a like nature whether or not registered, and the right to apply for them.

""Order"" means an order, either written or oral requesting the supply of Goods or Services.

""Services"" means the services detailed in the Order.

""Specification"" means the specification of the Goods or Services to be supplied pursuant to an Order detailing the description, function and performance of the Goods or Services.

""Supplier"" means the person or entity to which the Order is addressed.

""Conditions"" means these terms and conditions of purchase.

1. Order

1.1 The Order issued by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED will set out the Goods or Services required by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED, and the Supplier agrees that any Goods or Services supplied under the Order shall be subject to these terms and conditions (Conditions) as set out herein, EXCEPT where ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and the Supplier have agreed an ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED issued agreement specific to the supply of the Goods or Services, in which case the terms of the agreement shall govern the supply of the Goods or Services and shall prevail over these Conditions.

1.2 Subject to Clause 1.1, the parties agree that the Order together with these Conditions includes all of the terms and conditions relating to the supply of Goods or Services specified in the Order to the exclusion of any other terms and conditions relating to such Goods or Services on any other purchase order, confirmation, invoice, payment slip or any other related document, including those documents issued by the Supplier.

1.3 In the event that the Supplier has to design, develop or manufacture goods specified on the Order specifically for ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED, the Supplier shall submit to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED a prototype and/or plans for approval. The Supplier must obtain written confirmation from ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED that the prototype and/or plans have been accepted and full production of the goods can commence before starting the work. ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED will not be liable to reimburse any costs incurred by the Supplier prior to receipt of this written confirmation.

2. Delivery

2.1 With regard to performance of the Order by the Supplier, time is of the essence. The Goods or Services shall be delivered or performed on the date and at the place specified in the Order. The Supplier shall deliver the Supplies along with the relevant services as per Agreed Date of Delivery in the PO. The Deliverable shall be accepted upon fulfilment of the specifications mentioned in the PO or any related annex of the PO. The Supplier shall not make any delivery or the Purchaser shall not accept any delivery prior to the Agreed Date of Delivery. The Agreed Date of Delivery under this PO shall be set out in the respective PO. The Parties may agree in writing a change of the Agreed Date of Delivery set out in the PO.

2.2 Unless expressly agreed otherwise the Goods or Services shall be delivered during ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's normal business day. Delivery and any other costs associated with the supply of the Goods or Services shall be at the Supplier's own expense unless otherwise stated in the Order. All Supplies and documentation should be packed with standard packing material and shall be clearly marked with necessary instructions which are required for its safe handling. A packing list stating the type and amount of goods any crate (box, cartoon etc.) Contains; including net weight and gross weight of each goods shall be enclosed with the Deliverables. Each crate and package containing materials must have serial number (if applicable) of the products written on it.

2.3 ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Goods or Services is evidence only of the number of packages received, and not evidence of actual quantity, quality or condition of Goods or Services.

3. Specifications, Rejection and Cancellation

3.1 The Goods or Services must conform in all respects with the Specifications. All goods in the Goods or Services must be of sound materials; workmanship and (where you are responsible for this) design, and shall be equal in all respects to relevant samples or patterns provided by or accepted by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED. All services shall be performed in a sound manner and be free from all defects including (to the extent that you are responsible for design) defects in design or installation.

3.2 All Goods or Services must pass ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's acceptance tests. ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED shall be entitled to reject all Goods or Services that do not meet the provisions of Clause 3.1. If by the nature of the Goods or Services any defects or any failure to conform with Clause 3.1 does not or would not become apparent (despite the carrying out of any examination) until after use, ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED may reject the same even after a reasonable period of use.

3.3 Any Goods or Services rejected under Clause 3.2 must at ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's request be replaced or re-performed as the case may be by the Supplier at the Supplier's expense. Alternatively, ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED may elect (at ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's option) to cancel the Order pursuant to Clause 9 in respect of the Goods or Services in question and the whole of the remainder of the Goods or Services (if any) covered by the Order. All rejected Goods will be returned to the Supplier at the Supplier's expense.

3.4 The Goods or Services shall be in accordance with any applicable Bangladesh and International standards. The Goods or Services shall comply at the time of delivery or performance with all relevant requirements of all applicable statute, statutory rule or order or other instrument having the force of law.

3.5 Notwithstanding ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's rights under Clauses 3.3. ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED shall be entitled to return any goods to the Supplier for a full refund within 15 days of delivery without incurring any costs or charges whatsoever.

3.6 Cancellation

3.6.1 If a party is delayed or prevented from performing its obligations under the Order by circumstances beyond its reasonable control, such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Order, the Order may be cancelled by the other party.

3.6.2 Subject to Clause 3.6.1 ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED reserves the right to cancel the whole or any part of the Order or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and Specifications specified in the Order and with the foregoing conditions, in particular with Clauses 2.1, 3.1, and 3.4, compliance with which by the Supplier is of the essence. If ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED cancels the whole or any part of a Order or consignment it shall only be obliged to pay the Supplier in relation to such items of the Order or consignment that have been expressly accepted by it. In the event of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED cancelling the Order as to all or any of the goods and/or the services covered thereby, ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED shall be entitled to purchase from a third party a like quantity of Goods or Services of similar description and quality and in that event the Supplier shall be liable to reimburse to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED on demand all additional expenditure incurred by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED in connection with ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's said cancellation including any increase in price over that stated on the Order.

4. Inspection

4.1 The Supplier shall permit ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED access to its premises at any reasonable time in order to inspect the Goods or Services in the course of

manufacture, provision or storage. If, as a result of such inspection, ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED is not satisfied that the Goods or Services will comply with the Order, it shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED shall not relieve the Supplier of its obligations under the Order.

5. Property and Risk

5.1 Property and risk in goods shall pass to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED when they are delivered in accordance with Clause 3. Such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions.

6. Fees and Payment

6.1 Fees and the currency shall be as specified in the Order.

6.2 No increase in Fees shall be made or accepted unless agreed in writing by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED.

6.3 The Supplier shall submit an invoice once the Goods or Services have been delivered. ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED shall pay the Supplier within 60 days of receipt of a correct and duly submitted invoice.

6.4 In consideration of the supply of goods or Services ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED shall pay to the Supplier fees in the amounts and at the rates set out in the relevant Project Letter/Order (plus taxes if applicable). Fees shall accrue monthly and the Supplier shall submit one invoice monthly in arrears to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED in respect of such fees and taxes if applicable. The Supplier shall include with the invoices supporting information. ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED shall not account to the Supplier for any fees save on receipt of such invoices and supporting documentation.

6.5 ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED reserves the right to withhold payment against any invoice which is not submitted in accordance with the terms as specifies herein or which covers or purports to relate to the Goods/Services or any part thereof which have not been provided in accordance with this Conditions and shall forthwith notify the Supplier accordingly in writing.

7. Intellectual Property Rights

7.1 The Supplier warrants that neither the sale nor use of goods nor the performance of its services will infringe any Bangladesh and or foreign copyright, patent, trademark, registered design or any other Intellectual Property Rights whether or not similar to any of the foregoing.

7.2 The Supplier shall indemnify ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as set out in Clause 7.1 and the Supplier shall defend or (at ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's option) assist in the defense of any proceedings which may be brought in that connection.

7.3 In the event of such claim or action, the Supplier shall forthwith do all things and take such action (including procuring any required licenses, consents or authorizations or modifying or replacing any infringing item) without charge to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the Supplier shall not act in any way which shall prejudice the Intellectual Property Rights of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED; the Supplier shall at all times act in such a way as to minimize interruption and disruption to the operation of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's business.

7.4 The Intellectual Property Rights in all works of authorship created by the Supplier in the course of execution of services ("Project Materials") shall vest immediately and exclusively in ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED. In the event that the Supplier requests and

ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED, the Supplier hereby grants to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and its affiliates an irrevocable royalty free license to use, copy or modify the Project Materials with a right to sub-license those Project Materials to third parties for the purposes intended by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and notified to the Supplier from time to time. Service Provider will take all necessary steps to assign, and (if required by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED) will procure that the Service Provider and Service Provider Personnel will assign, such Intellectual Property to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED. In respect of materials the intellectual property rights in which were vested in the Service Provider prior to the provision of the Services in question ("Pre-existing Materials"), the Service Provider hereby grants to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and its affiliates a perpetual world-wide royalty free license to use, copy or modify the Pre-existing Materials with a right to sub-license them to third parties for the purposes intended by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and notified to the Service Provider from time to time. The Service Provider shall ensure that all materials supplied in the course of providing the Services the intellectual property rights in which are vested in a third party, ("Third Party Materials") are clearly attributed and designated as Third Party Materials at the time of supply.

Where applicable, the Service Provider hereby waives all moral rights (as defined in [the Trade Marks Act 2009](#), [the Copyright Act 2000](#) and [The Patent and Design Act 1911 of Bangladesh\(as amended\)](#)) or equivalent legislation in other jurisdictions) in the deliverables supplied hereunder and agrees that it has obtained all waivers of moral rights and consents from any employee, agent, sub-contractor or other third party necessary to comply with its obligations hereunder.

7.5 Any drawings, specifications, data, documents, and other information provided by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED to the Supplier in connection with the Order and all Intellectual Property Rights therein shall remain the property of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and the Supplier shall at all times keep confidential all such information and return it to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED on demand or upon completion of the Order

8. Provision of Services under this Conditions:

8.1 The Service Provider warrants and undertakes that:

(i) The Service Provider warrants and undertakes that:

(i) the personnel performing the services shall at all times be either contractors or employees of the Service Provider and that nothing in this Agreement shall create an employment relationship between any employee or contractor of the Service Provider and ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED or its affiliates, employees, agents and clients; and

(ii) it shall comply with all of its obligations under any relevant Bangladesh and employment legislation in respect of any personnel performing the services, including obtaining all necessary licenses and paying all wages, taxes, contributions, subscriptions, premiums and fees in respect of its employment of personnel including without limitation as stipulated by [Bangladesh Labour Laws 2006](#) and all amendments to the above mentioned Acts, and the Service Provider agrees that it shall indemnify and hold ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED, its affiliates, employees, agents and clients harmless from and against all liabilities, obligations, proceedings, Court or Tribunal Orders, fines and penalties, damages, expenses, costs (including reasonable legal costs) claims and demands arising from any claim by any personnel performing the services in respect of the obligations pursuant to sub-clauses (i) and/or (ii) above.

(iii) The Service Provider alone will be entitled to dictate to Service Provider Employees in matters relating to the provision of the Services, without any interference or intervention whatsoever of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED. ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED will not have any relation with the employees of the Service Provider

and neither ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED nor any of its officials will supervise or dictate to the Service Provider Employees about the manner of execution/accomplishment of the Services.

(iv) Supplier/Service Provider, its employees and agents represents and warrants that it is aware of, understands, has complied with, and will comply at all times with all applicable laws and regulations of any jurisdiction in which the Service Provider acts, all applicable U.S. and foreign anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA"), U.K. Bribery Act and all other antibribery laws (all of the foregoing referred to as the "Anti-Corruption Laws"). Service Provider will provide to its employees and agents assigned to work for ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED hereunder the summary of the requirements of the Anti-Corruption Laws and ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's antibribery policy;

8.2 These Conditions together with a letter specifying the arrangements for services to be provided to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED (the "Project Letter/SOW") signed on behalf of the Supplier/Service Provider (together referred to as the "Agreement") govern the provision of supply of goods or services by the Supplier/Service Provider. For ease of expression, the Supplier/Service Provider to whom the Project Letter/SOW is addressed is referred to as the "Service Provider", the services detailed in an Project Letter/SOW to be provided to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED are referred to as "the Services." "ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's Representative" refers to the named individual in a Project Letter/SOW who on ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's behalf is supervising the delivery of the Services. The "Service Provider's Representative(s)" refers to the employees, agents, sub-contractors or other third parties provided by the Service Provider to deliver the goods or services to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED. "Project Materials" means all works of authorship of the Service Provider's Representative(s) supplied in the course of providing the Services.

9. Service Provider's Undertakings

9.1 The Service Provider warrants and undertakes to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED that:

- (i) it has the necessary skill and expertise to provide the Services on the terms set out in the Agreement;
- (ii) the Project Materials will be original works of authorship and the use or possession thereof by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED or the Service Provider will not subject ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED or the Service Provider to any claim for infringement of any intellectual property rights of any third party;
- (iii) the Services will be provided in a timely and professional manner and in accordance with the time schedules stipulated in the Project Letter/SOW, will conform to the standards generally observed in the industry for similar services and will be provided with the level of skill and care expected of an experienced provider in the Service Provider's line of work;
- (iv) it shall not remove the person or persons named in the Project Letter/SOW as the Service Providers Representative(s), or identified as performing the Services, without the prior written approval of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED (such approval not to be unreasonably withheld or delayed) unless such persons leave the employment of the Service Provider or become incapable of performing the Services.
- (v) no announcement or publicity concerning this Agreement or any matter ancillary thereto shall be made by the Service Provider without the prior written consent of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED;
- (vi) neither the Service Provider nor any Service Provider's Representative(s) shall create any obligation, express or implied, or make any representation, on behalf of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED (or any client of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED) except as may be expressly authorized from time to time by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and then only to the extent of such authorization.

9.2 The Service Provider represents and warrants that the provision of Services under this Agreement shall

not be delayed, interrupted, degraded or otherwise adversely affected by the failure of any technology used by the Service Provider or by any of its Service Providers, sub-contractors, service providers or business partners.

9.3 The Service Provider shall comply with all applicable laws and regulations applicable for the performance of the obligations under the terms of this agreement;

10. Indemnity and Insurances

10.1 The Service Provider shall indemnify ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and keep ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED may sustain or incur or which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of:

- (i) the negligence, recklessness or willful misconduct of the Service Provider, or of employees, agents or sub-contractors of the Service Provider in the provision of the Services;
- (ii) the breach of the Agreement or any of its terms;
- (iii) any unauthorized act or omission by the Service Provider or the Service Provider's Representative(s);
- (iv) the finding, by any competent authority, of an employment relationship between ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and any Service Provider Representative.
- (v) Failure to comply with the applicable laws and regulations.

(vi) any breach by the Supplier / Service Provider of these Conditions/Project Letter/ SOW or of any terms and obligations implied by any statute or statutory provision relevant to supply of Goods or Services.

(vii) any and all claims, losses, or damages arising from or related to breach of Section 8.1(iv) and/or termination for such breach under Section 17.4;

10.2 The Service Provider shall have in force and maintain at its own cost such policy or policies of insurance with a reputable insurer authorized to act as such which provides adequate insurance cover in respect of the provision of the Services to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED.

11. Insolvency

11.1 If the Service Provider /Supplier :

- go into liquidation (not being a member's winding up for the purpose of reconstruction or amalgamation), or if a receiver is appointed, or an encumbrance takes possession of any of its assets, or an administration order is made, or equivalent in other jurisdictions, or ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED reasonably apprehends any of the foregoing and notifies the Service Provider/Supplier accordingly,

ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED shall be at liberty:

- (i) to cancel any Project Letter/ SOW to which these Conditions apply summarily by notice in writing without compensation to the Service Provider; and
- (ii) at ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's sole discretion, to give any such receiver or liquidator or any other person the option of carrying out the Project Letter/SOW; and
- (iii) to set off any payments due in respect of any Project Letter/SOW against sums due from the Supplier/Service Provider to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED.

12. Confidential Information

12.1 The Service Provider /Supplier shall not use, and shall procure that the Supplier/Service Provider's Representatives shall not, use or divulge or communicate to any person (other than to those whose province it is to know the same or with the authority of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED):

- (i) any of the confidential information concerning the clients, customers, business, accounts, finance or

contractual arrangements or other dealings, transactions or affairs of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and its affiliates of which the Service Provider or its Representatives become aware in the course of providing the Services;

(ii) any information concerning any work the subject of a Project Letter/SOW;

(iii) the deliverables or the substances of any report, recommendation, advice or test made, given or undertaken by the Supplier/Service Provider in connection with his duties hereunder;

(iv) any information, photography or other materials, for reasons of publicity or promoting the Supplier/Service Provider, unless written consent has been granted by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's Representative and the Supplier/Service Provider shall indemnify ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED against the unauthorized publication or disclosure of any such information, materials or documents.

12.2 The provisions of this Clause 12 shall survive the termination of this Agreement but the restrictions contained in sub-clause 12.1 shall cease to apply to any information which may come into the public domain otherwise than through the unauthorized disclosure by the Supplier/ Service Provider or anyone on his behalf.

13. Non-Solicitation

13.1 During the term of this PO/Project Letter/SOW and for a period of (12) twelve months after termination, the Supplier/Service Provider shall not on its own account or in connection with any other person, firm or company:

(i) canvass or solicit for employment or engagement any ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED personnel; or

(ii) recommend any ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED personnel to anyone that might result in an approach to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED personnel to leave employment or engagement with ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED.

14. Limitation

14.1 ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED will not be liable whether in contract, tort (including negligence) or otherwise for any loss of production, loss of profits or of contracts, loss of business or of revenues, loss of operation time, loss of goodwill or reputation of the Supplier/Service Provider or any person acting on behalf of the Supplier/Service Provider, whether caused directly or indirectly, or for any indirect, incidental, punitive or consequential loss, damage, cost or expenses whatsoever.

14.2 ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's total aggregate liability under or in connection with the Project Letter/SOW (whether in contract, tort (including negligence) or otherwise) shall not exceed in aggregate the total fees paid by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED during the preceding three (3) months to which the claim relates or half times the total amount due from ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED for the supply of goods whichever is lower.

15. Dispute resolution

15.1 The parties shall attempt to amicably settle all disputes concerning this Agreement and the obligations thereunder (the ""Dispute""). Either party may give written notice of dispute to the other party within ten (10) days of the occurrence of the event which gives rise to such dispute or such event came to the notice of either party.

15.2 Both parties shall nominate one person, to attempt amicable settlement of the Dispute, within five (5) days of notice under clause 15.1 and such attempt will commence immediately.

15.3 If any Dispute arising between the parties is not amicably settled within ten (10) days of commencement of attempts to settle the same, the parties shall be entitled to seek resolution of the dispute by way of arbitral proceedings. The arbitration proceedings shall be conducted in accordance with the **Arbitration Act 2001 of Bangladesh** and the rules framed there under. Each Party shall appoint one

arbitrator and the arbitrators appointed by the Parties shall appoint a third arbitrator who shall act as the umpire of the arbitral tribunal. The arbitration proceedings shall be conducted in Dhaka, Bangladesh

16. Independent Contractor Status

16.1 The Service Provider is engaged as an independent contractor. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, agency or employment relationship between ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED and the Service Provider or the Service Provider's representative(s), for any purpose, including but not limited to withholding for the purposes of social security, income tax or entitlement to vacation, insurance, retirement or other employee benefits.

17. Term and Termination

17.1 These Conditions shall be effective as of date of this PO and shall continue until the completion of delivery of goods/services, unless the term hereof is extended pursuant to express written agreement of the parties.

17.2 ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED may terminate the **Project Letter/SOW** subject to serving a minimum 30 days notice in writing. The Service Provider may terminate the Project / this Agreement subject to serving a minimum of 180 days notice in writing to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED, prior to the intended date of termination, and shall provide all Services and all deliverables, co-operation and termination assistance as may reasonably be requested by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED during the period between serving notice and the termination date.

17.2 If the Service Provider/Supplier commits or allows to be committed any breach of these Conditions/ Project Letter/SOW and does not remedy such breach within 14 (fourteen) days after written notice from ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED requiring such remedy then ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED may by written notice to the Service Provider/Supplier terminate the Project Letter/SOW/Conditions.

17.3 The exercise of any of the rights granted to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED under this Clause 17 shall not prejudice or affect any right of action or remedy which has or shall accrue to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED thereafter.

17.4 In the event of a breach of any of the representations, warranties, or covenants in compliance with Section 8.1 (iv) above, ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED may, in its sole discretion and in addition to any other remedies it may have under law or this Agreement, terminate this Agreement/Conditions/Project Letter/SOW immediately. Any claims for payment by Service Provider with regard to a transaction for which such breach has occurred, including claims for services previously performed, shall be automatically terminated and cancelled and all payments previously paid shall be refunded to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED by Supplier/Service Provider.

18. General

18.1 Where any Project Letter/SOW requires Services to be provided on ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's premises the Service Provider and its employees, agents and sub-contractors shall observe all statutory rules and regulations and all of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's rules and regulations drawn to the Service Provider's notice. All personnel working on ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's premises shall report to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED's reception before commencing work when drawn to the Service Provider's notice.

18.2 Service Provider shall not assign or transfer or purport to assign or transfer to any other person any of its right or sub-contract any of its obligations under this Agreement without the prior written consent of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED.

18.3 Neither party will be liable for any delay in performing or failure to perform their obligations if such failure or delay is as a result of causes outside the reasonable control of the responsible party. For avoidance of doubt, outside reasonable control would mean any riot, war, natural calamities like floods, earthquakes, fire, volcanic eruptions, epidemics, national emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (a "Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under the PO because of a Force Majeure Event, the Party who has been so affected shall immediately give written notice to the other Party and shall initiate reasonable action to resume performance.

18.4 Any notice required or permitted to be given by either party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time, have been notified pursuant to this provision to the party giving the notice. Such notice shall be effected either a) personally, in which case service shall be deemed effective on delivery; or b) by pre-paid recorded delivery post, in which case service will be deemed effective on the day after posting.

18.6 No waiver by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED of any breach of the contract by the Service Provider shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.7 If any provision of these Conditions or of any Project Letter/SOW is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected thereby.

18.8 These Conditions and the Project Letter/SOW made hereunder shall constitute the entire agreement between the parties relating to its subject matter, and shall supersede all prior agreements, negotiations, representations, (except fraudulent representations) and proposals (written and oral) relating to its subject matter. In the event ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED enters into a detail agreement with the Service Provider/Supplier and the terms and conditions which conflicts or is inconsistent with these Conditions or with the Project Letter/SOW then the terms and conditions of the detail agreement shall prevail. All provisions of this Conditions/Project Letter/SOW which are by their nature intended to survive the expiration or termination shall survive such expiration or termination.

18.9 All aspects relating to the Conditions shall be subject to and interpreted in accordance with the laws of Bangladesh .

18.10 Service Provider shall provide to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED, its internal and external auditors, inspectors, regulators and other representatives that ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED may designate from time to time, access at reasonable hours to Service Provider records and other pertinent information, all to the extent relevant to the performance of Service Provider obligations under this Agreement including all charges made and services performed by Service Provider pursuant to this Agreement and payments (whether in kind or in cash) made by Service Provider for or on behalf of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED. Service Provider will cooperate as is necessary in such audits and will provide all necessary books and records to establish such compliance. Service Provider shall provide assistance reasonably requested by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED or its designee in conducting any such audit and shall make requested employee/s, records and information available until three years after the last payment is made by ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED under this PO.

22.9 CODE OF BUSINESS ETHICS

ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED is committed to conducting its business free from unlawful, unethical or fraudulent activity. Service Provider are expected to act in a manner consistent with the ethical and professional standards of ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED as described in the ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED Supplier Standards of Conduct, including prompt reporting of [unlawful, fraudulent or unethical conduct](#). A copy of the Supplier Standards of Conduct can be found at [accenture.com/SupplierStandardsOfConduct](https://www.accenture.com/SupplierStandardsOfConduct). ACCENTURE COMMUNICATIONS INFRASTRUCTURE

SOLUTIONS LIMITED has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Accenture Business Ethics Line at +1 312 737 8262, available 24 hours a day, seven days a week (you can reverse the charges) or visit the encrypted website at <https://businessethicsline.com/accenture>. You should use the Ethics Line only to make a good faith claim. ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED takes all allegations seriously.

Doing business with ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED guidelines: To help us to ensure timely payment of your invoices, a supplier's guide to invoicing ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED is available on: [<http://www.accenture.com/us-en/company/governance/Pages/suppliers-guide.aspx>]

This supplier's guide includes information about:

-Establishing and Maintaining Your ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED Supplier Profile

-Preparing Invoices for ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED

-Submitting Invoices to ACCENTURE COMMUNICATIONS INFRASTRUCTURE SOLUTIONS LIMITED

Appendix A

SUPPLIER STANDARD WARRANTY

The Standard Warranty is included, at no charge, for all Products purchased by Purchaser under this Agreement.

The Standard Warranty provides:

1. Hardware repair and return,
2. Software problem resolution,
3. Unlimited telephone access to the Technical Assistance Center (24 hrs. per day, 7 days per week), and
4. Any Feature Constant Generic Software Loads released and installed during the coverage period.

For Hardware and Software, the Standard Warranty expires twelve (12) months after completion of the Conformance Test Plan or twelve (12) months after the Hardware and Software are placed into service, whichever occurs first.

Hardware extensions and Software problem resolution is provided for additional Product(s) purchased after the Initial Products, is warranted for ninety (90) days or the balance of any remaining standard warranty coverage, whichever is longer.

Under the Standard Warranty, Supplier will repair or return defective Equipment with functionally equivalent Equipment during the coverage period. Repaired or replaced Equipment is warranted for ninety (90) days or the balance of any remaining warranty coverage, whichever is longer.

Provided that the Software delivered and maintained by Supplier has not been altered by the Purchaser, without authorization, Supplier warrants that (i) the Software shall be readable and executable for the hardware for which it was designated and (ii) the Software (including Feature Constant Generic Software Loads) will, upon proper configuration, conform materially to the applicable specifications as set forth in associated Supplier technical publications, which describe the functionality and performance of said Software.

All ancillary equipment not manufactured by Supplier, to be supplied under this Agreement, shall carry the original equipment manufacturer's warranty, if any.

SUPPLIER CUSTOM EXTENDED WARRANTY

To meet Purchaser's individual needs, Supplier offers a custom warranty service called Custom Extended Warranty Service (CEWS), providing continued coverage after the expiration of the Standard Warranty.

Purchaser may elect to enroll in the optional Custom Extended Warranty Service plan that provides additional multi-year continued coverage that includes:

- a continuation of telephone access to the Technical Assistance Centre and Software problem resolution, as per the Standard Warranty;
- hardware repair and return;
- Feature Constant Generic Software Loads released and installed during the coverage period; and
- 50% discount from the then-current list price for any Hardware or Software prerequisites required to purchase additional functionality for previously purchased equipment covered under CEWS.

Generic Vintage Requirements

Under both the Standard Warranty and Custom Extended Warranty Service, Supplier will support the current generic release and two (2) previous releases.

Appendix B Hardware Warranty

SUPPLIER warrants that during the warranty period, the SUPPLIER manufactured hardware will be free of any material physical defects. During the warranty period, SUPPLIER will repair or replace defective Equipment with functionally equivalent Equipment.

What is covered:

SUPPLIER Equipment consists of <Please mention> manufactured, assembled and installed by SUPPLIER in the Products. On a normal basis, SUPPLIER will provide repair or functionally equivalent replacement of circuit packs within the time frame mentioned in the Maintenance and Support annex.

As a convenience to the Purchaser, various ancillary support equipment, such as <Please mention> may be purchased from SUPPLIER and supplied along with the Products under the terms of the Order. Such ancillary support equipment shall carry the required warranty, if any.

Duration of Coverage:

SUPPLIER Equipment is covered under warranty for twelve (12) months from the completion of the Conformance Test Plan or Purchaser's placement of the Equipment in commercial service, whichever occurs first. For Equipment additions, either working or held as spare, SUPPLIER Equipment is covered by the limited warranty for three (3) months following shipment to Purchaser or the balance of the Initial Product, whichever is longer. Ancillary equipment shall be covered under the conditions of the warranty supplied to SUPPLIER by the original equipment manufacturer, if any. The warranty for repaired or replaced Equipment is ninety (90) days, or the balance of the original warranty, whichever is longer.

Appendix C

Software Warranty

SUPPLIER warrants that during the warranty period, provided that the Software has not been altered or modified by the Purchaser, without SUPPLIER's express written permission:

1. the Software delivered on the delivery medium will be readable and executable by the designated hardware (microprocessors) for which the Software is licensed; and
2. upon proper configuration of the Software and designated hardware for which the Software is licensed, such Software will materially conform to the applicable user's guide and the associated SUPPLIER documentation that describe functionality and performance of the Software.

What is covered:

"Software" in this warranty means the computer programs in object form and system specific data loaded either on fixed or removable cartridge disks, or recorded on semiconductor chips that are integral to SUPPLIER plug-in equipment, together with upgrades or modifications subsequently supplied by SUPPLIER. "Software copies" means actual copies of all or any portion of the Software, including backups, upgrades, merged or partial copies that are permitted under the terms of SUPPLIER's Software License. "Related Documents" refers to printed materials provided with Software or Software copies describing the Software, its installation, or its use. During the warranty period, SUPPLIER will correct significant errors in the Software or Related Documents that render unusable at SUPPLIER's option, furnish Software Maintenance Loads or Feature Constant Generic Software Loads.

Duration of Coverage:

SUPPLIER Software is covered under warranty for twelve (12) months from the completion of the Conformance Test Plan or Purchaser's placement of the Software in commercial service, whichever occurs first. The warranty period for Software Changes shall be ninety (90) days from the date the Software Change is effected, or the remainder of the initial Software warranty, whichever is longer.

Warranty with Respect to Viruses:

The Supplier warrants that the Software licensed to Purchaser under this agreement is free from:

- (a) All viruses that were known in the software industry at such time of implementation and could have been detected by the use of the latest commercially then available virus detection software.
- (b) All forms of electronic repossessions and logic bombs as far as those logic bombs could have been avoided by the Supplier (which expressions shall have meanings as they are generally understood within the computing industry).
- (c) All forms of disabling codes, applications or software that may affect the proper operation of the System, howsoever placed or manifested.

The Supplier shall use the latest commercially available virus detection software to test Software to ensure that viruses do not infect it and to ensure that all diskettes, tapes, cd-roms and the like which may be sent to Purchaser are free from data viruses.