

Purchase Order Terms & Conditions - Canada

1. SERVICES & DELIVERABLES.

Vendor agrees to perform the services ("Services") and/or provide the goods ("Goods") in accordance with (i) the description provided in this purchase order and/or the scope of work attached to this purchase order; and (ii) these Terms and Conditions (collectively, the "Agreement"). Upon acceptance of this purchase order, shipment of Goods or commencement of a Service, Vendor shall be bound by the provisions of this Agreement, including all provisions set forth on the face of this purchase order, whether Vendor acknowledges or otherwise signs or accepts this purchase order, unless Vendor objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer, and may be revoked by Savvis at any time prior to acceptance of this purchase order by Vendor. This Agreement may not be added to, modified, superseded or otherwise altered, except by a writing signed by an authorized Savvis representative. Any terms or conditions contained in any acknowledgment, invoice or other communication of Vendor, which are inconsistent with the terms and conditions herein, are hereby rejected and of no force or effect. To the extent that this Agreement might be treated as an acceptance of Vendor's prior offer, such acceptance is expressly made on condition of assent by Vendor to the terms hereof and shipment of the Goods or beginning performance of any Services by Vendor shall constitute such assent. Savvis hereby reserves the right to reschedule any delivery or cancel this purchase order at any time prior to shipment of the Goods or prior to commencement of any Services. Savvis shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of this purchase order. Savvis reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of transportation via the specified carrier. If no carrier is specified in this purchase order, Vendor shall use a nationally recognized carrier who can deliver the Goods by the dates set forth in the delivery schedule at the lowest cost to Savvis. In the event Vendor fails to deliver the Goods within the time specified, Savvis may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Vendor's available Goods and terminate the balance of the Agreement. Vendor shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Savvis' purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading. Partial shipment is not allowed under this Agreement without Savvis' prior written approval. Savvis may refuse a partial shipment, without any additional obligation, cost, or liability. Notwithstanding anything to the contrary herein, if Savvis accepts a partial shipment, Savvis has no obligation to pay for such partial shipment until any shortfall has been delivered to and accepted by Savvis.

Savvis shall have a reasonable time after receipt of Goods or Service to inspect them for conformity hereto before payment. Goods shall not be deemed accepted until Savvis has run an adequate test to determine whether the Goods conform to the specifications. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform with the provisions hereof, Savvis shall have the right to reject such Goods. Nonconforming Goods will be returned to Vendor freight collect and risk of loss will pass to Vendor upon Savvis' delivery to the common carrier. If Service deliverables do not wholly conform with the provisions hereof, Savvis shall have the right to reject the Service deliverables and either (i) require Vendor to correct any and all nonconformities in the Service deliverable; or (ii) cancel the applicable Savvis purchase order or part thereof without further liability to Vendor and Vendor shall promptly refund any amounts paid by Savvis with respect to the nonconforming Service deliverables.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.

Vendor assumes all risk of loss until receipt by Savvis at the designated destination. Title to the Goods shall pass to Savvis upon its acceptance of the Goods. If the Goods ordered are destroyed, in whole or in part, prior to title passing to Savvis, Savvis may at its option either (i) cancel the Agreement, or (ii) require delivery of substitute Goods of equal quantity and quality of those destroyed, or (iii) require delivery of the Goods not destroyed and cancel the Agreement with regard to the Goods destroyed. Delivery of the replacement Goods will be made as soon as commercially practicable.

4. PAYMENT.

As full consideration for the performance of the Services, acceptance of the Goods and the assignment of rights to Savvis as provided herein, Savvis shall pay Vendor (i) the amount agreed upon and specified in this purchase order, or (ii) Vendor's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Vendor's invoice. Payment is made when Savvis' check is mailed or payment is electronically transferred to Vendor. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to acceptance by Savvis of Goods conforming to the purchase order shall be borne by Vendor. Vendor shall invoice Savvis for all Goods accepted by Savvis and all Services actually performed to Savvis' satisfaction. Each invoice submitted by Vendor must be provided to Savvis within ninety (90) days of completion of the Services or acceptance of the Goods or Services and must reference this purchase order, and Savvis reserves the right to return all incorrect invoices. Savvis shall not be responsible for payment of any invoiced amounts that are submitted more than ninety (90) days after acceptance of the Goods, and Vendor waives right to receive payment after the time period specified herein. Unless otherwise specified on the face of this purchase order, Savvis shall pay the invoiced amount within sixty (60) days after receipt by Savvis of a correct invoice. Vendor will receive no royalty or other remuneration on the production or distribution of any products developed by Savvis or Vendor in connection with or based on the Goods or Services provided.

5. WARRANTIES.

5.1 Goods/Services: Vendor represents and warrants that (i) all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures; (ii) it has all required permits, authorizations and licenses to perform the Services; (iii) all Goods provided have been produced and all Services performed are in compliance with applicable federal, state and local laws, ordinances, codes, rules, regulations or standards, including without limitation, applicable data protection and/or privacy laws, rules and/or regulations, employment, tax, export control and environmental laws; and (iv) it has procedures and policies in place to ensure all Vendor Assistants are in full compliance with the terms and conditions of this Agreement. Further, Vendor represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement.

5.2 Goods: Vendor warrants that all Goods provided will be new and will not be used or refurbished. Vendor warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of eighteen (18) months from the date of acceptance by Savvis or for the period provided in Vendor's standard warranty covering the Goods, whichever is longer. Vendor hereby agrees that it will make spare parts for the Goods available to Savvis for a period of five (5) years from the date of shipment at Vendors then current price, less applicable discounts. Vendor shall furnish to Savvis Vendor's standard warranty and service guaranty applicable to the Goods. All warranties and Service guaranties shall run both to Savvis and to its customers.

If Savvis identifies a warranty problem with the Goods during the warranty period, Savvis will notify Vendor of such problems and will

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return the Goods to Vendor, at Vendor's risk and expense. Within five (5) business days of receipt of the returned Goods, Vendor shall, at Savvis' option, either repair or replace such Goods, or credit Savvis' account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INDEPENDENT CONTRACTOR.

Vendor, and each of its employees, agents and/or subcontractors ("Vendor Assistants"), is an independent contractor and not an employee, agent, partner, joint venturer or representative of Savvis with respect to any and all matters relating to this Agreement. Vendor and each Vendor Assistant shall at all times represent and disclose that it is an independent contractor of Savvis and shall not represent to any third party that Vendor, or any Vendor Assistant, is an employee, agent, partner, joint venturer or representative of Savvis. Vendor or Vendor Assistants shall not have any right, power or authority to create any obligation, express or implied, on behalf of Savvis, nor shall Vendor or Vendor Assistants have authority to represent Savvis in any fashion. Nothing contained in this Agreement or any SOW shall be deemed or construed as creating a joint venture or partnership between Savvis and Vendor. Vendor acknowledges and agrees that neither Vendor, nor Vendor Assistants, are entitled to any employee benefits of Savvis, including without limitation, group health insurance and workers' compensation insurance. Vendor shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Vendor's own supplies and equipment. Vendor is responsible for Vendor's Assistants.

7. VENDOR RESPONSIBLE FOR TAXES AND RECORDS.

Vendor shall be solely responsible for filing the appropriate federal, state and local tax forms and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Vendor's receipt of payment under this Agreement. Vendor further agrees to provide Savvis with reasonable assistance in the event of a government audit. Savvis shall have no responsibility to pay or withhold from any payment to Vendor under this Agreement, any federal, state or local taxes or fees.

8. INSURANCE.

Vendor shall maintain the following minimum amounts of insurance with an insurance carrier having an A.M. Best rating of A- X or better: (i) Worker's Compensation in accordance with the law of the states and provinces in which Vendor is providing Services for Savvis and Employer's Liability coverage with minimum limits of \$500,000, with a waiver of subrogation in favor of Savvis; (ii) commercial general liability with \$1,000,000 per occurrence, and \$1,000,000 general aggregate with Savvis as an additional insured; (iii) automobile liability for all owned, hired, and non-owned automobiles with \$1,000,000 combined single limit with Savvis as an additional insured, if Vendor uses vehicles in the delivery of Services to Savvis; and (iv) Professional Liability Insurance covering the effects of errors and omission in the performance of professional duties in the amount of \$1,000,000 for each occurrence and aggregate, if Vendor is providing professional services to Savvis

9. INDEMNITY.

Vendor shall indemnify, hold harmless, and at Savvis' request, defend Savvis, its officers, affiliates, directors, customers, agents, employees and contractors, against any and all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) any claim based on the negligence, acts or omissions or willful misconduct of Vendor or any Vendor's Assistants, (iii) any claim arising out of Vendor's or Vendor's Assistant's breach of Section 5, Section 10 or Section 23; and (iv) any claim by a third party against Savvis alleging that the Goods or Services, the results of such Services, or any other products or processes provided by Vendor under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Vendor shall

not settle any such suit or claim without Savvis' prior written approval. Vendor agrees to pay or reimburse all costs and expenses that may be incurred by Savvis in enforcing this indemnity, including attorneys' fees.

Should Savvis' use, or use by its subcontractors or customers, of any Goods or Services purchased from Vendor be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Vendor shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Savvis, its subcontractors or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

10. CONFIDENTIALITY.

Savvis may disclose to Vendor, directly or indirectly, Savvis Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Savvis Confidential Information in confidence during and following termination or expiration of this Agreement. "Savvis Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to development, products, trade secrets, business plans, customers, vendors, finances, personnel data and other material or information considered proprietary by Savvis relating to the current or anticipated business or affairs of Savvis which is obtained by and/or disclosed directly or indirectly to Vendor, whether or not related to this Agreement and whether or not disclosed prior to or after entering into this Agreement. In addition, Savvis Confidential Information means any third party's, including, but not limited to, Savvis' customers, contractors (excluding Vendor), representatives or agents, proprietary or confidential information disclosed, directly or indirectly, to Vendor in the course of Vendor providing the Services or Goods to Savvis or while Vendor, Vendor's personnel or Vendor's subcontractors are on Savvis' premises.

Vendor shall adopt, implement, maintain, and at all times comply with and shall ensure that its Vendor Assistants adopt, implement, maintain, and at all times comply with a security program and policies designed to comply with all applicable laws and protect Savvis customer or end user information, materials or data ("Customer Information") from loss, misuse and unauthorized access or disclosure. Vendor further agrees to ensure that all customer data complies with all applicable laws and information security practices, including without limitation those relating to encryption of data.

Savvis Confidential Information does not include any information (i) which Vendor lawfully knew without restriction on disclosure before Savvis disclosed it to Vendor, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Vendor, (iii) which Vendor developed independently without use of the Savvis Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Vendor by a third party as a matter of right and without restriction on disclosure. In addition, Vendor may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Vendor provides prompt notice to Savvis of such requirement prior to disclosure and in all other respects, such disclosed information shall remain confidential.

In no event will Vendor use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable degree care to prevent the unauthorized use, distribution or dissemination of Savvis Confidential Information. Vendor and Vendor's Assistants agree not to copy, alter or directly or indirectly disclose any Savvis Confidential Information. Additionally, Vendor agrees to limit its internal distribution of Savvis Confidential Information to Vendor's Assistants who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Vendor's Assistants of nondisclosure agreements with provisions substantially similar to those set forth herein.

Vendor and Vendor's Assistants further agree not to use the Savvis Confidential Information and Customer Information except to the extent necessary to perform its obligations Vendor agrees not to design or manufacture any products which incorporate Savvis Confidential

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Information. Except for any third party proprietary information contained in the Savvis Confidential Information, all Savvis Confidential Information is and shall remain the property of Savvis. Upon Savvis' written request or the termination of this Agreement, Vendor shall return, transfer or assign to Savvis all Savvis Confidential Information, including all Work Product, as defined herein, and all copies thereof.

11. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Vendor alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Vendor and sold to Savvis without having been designed, customized or modified for Savvis do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Savvis. Vendor and Vendor's Assistants hereby agree to irrevocably assign and transfer to Savvis and does hereby assign and transfer to Savvis all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Vendor and Vendor's Assistants hereby irrevocably waive any and all of Vendor's or Vendor's Assistant's moral rights in and to the Work Product and, to the extent Vendor or Vendor's Assistants are not the author(s) of the Work Product, Vendor and Vendor's Assistants hereby assign to Savvis (including its successors, assigns and licensees) any applicable waiver of moral rights in and to the Work Product, for all purposes and for the full term of any such rights.

Savvis will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Savvis deems appropriate. Vendor and Vendor's Assistants agree: (a) to disclose promptly in writing to Savvis all Work Product in its possession; (b) to assist Savvis in every reasonable way, at Savvis' expense, to secure, perfect, register, apply for, maintain, and defend for Savvis' benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Savvis' name as it deems appropriate; and (c) to otherwise treat all Work Product as Savvis Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by Savvis to Vendor shall remain the sole property of Savvis.

Vendor will ensure that Vendor's Assistants appropriately waive any and all claims and assign to Savvis any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Vendor irrevocably agrees not to assert against Savvis or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Vendor affecting the Work Product.

Savvis will not have rights to any works conceived or reduced to practice by Vendor which were developed entirely on Vendor's own time without reliance on or use of Savvis' equipment, supplies, facilities, trade secrets and/or Savvis Confidential Information, unless (i) such works relate to Savvis' business, or Savvis' actual or anticipated research or development ideas and/or know-how, or (ii) such works result from any Services performed by Vendor for Savvis.

12. TERMINATION.

Savvis may immediately terminate this Agreement upon written notice to Vendor if Vendor fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, Savvis shall pay Vendor for the portion of the Services satisfactorily performed and those conforming Goods accepted by Savvis through the date of termination, less appropriate offsets, including any additional costs to be incurred by Savvis in completing the Services.

Savvis may terminate this Agreement, or any Service(s), for any other reason upon fifteen (15) days' written notice to Vendor. Vendor shall cease to perform Services and/or provide Goods under this Agreement on the date of receipt of notice of termination unless otherwise specified in such notice. In the event of such termination, Savvis shall be liable to Vendor only for those Services satisfactorily performed and those conforming Goods accepted by Savvis through the date of termination, less appropriate offsets.

13. FORCE MAJEURE.

Savvis shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) acceptance of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event Savvis is so excused, either party may terminate the Agreement and Savvis shall at its expense and risk, return any Goods received to the place of shipment.

14. SEVERABILITY.

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15. LIMITATION OF LIABILITY.

IN NO EVENT SHALL SAVVIS BE LIABLE TO VENDOR OR VENDOR'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE OR ECONOMIC VALUE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SAVVIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR OTHERWISE. SAVVIS' AGGREGATE LIABILITY TO VENDOR UNDER THIS PURCHASE ORDER SHALL NOT EXCEED THE LESSER OF (i) THE AMOUNTS PAID BY SAVVIS UNDER THIS PURCHASE ORDER; OR (ii) \$10,000.

16. REMEDIES.

If Vendor breaches this Agreement, Savvis shall have all remedies available by law and at equity. Vendor's sole remedy in the event of a material breach of this Agreement by Savvis or otherwise shall be the right to proven direct damages not to exceed the lesser of (i) amounts paid by Savvis under the applicable purchase order; or (ii) \$10,000. No alternate method of measuring damages shall apply to this transaction. Vendor shall have no right to resell Goods for Savvis' account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Savvis and any resale so made shall be for the account of Vendor.

17. ASSIGNMENT; WAIVER.

Vendor may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Savvis. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of Savvis without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition. To the extent the Agreement becomes subject to provisions of the law of the Province of Quebec, the parties hereto expressly renounce to their rights under Articles 2100, 2102-2104 (inclusive), 2107-2109 (inclusive), 2111 and 2113-2115 (inclusive) of the *Civil Code of Quebec*.

18. NONEXCLUSIVE AGREEMENT.

This is not an exclusive agreement. Savvis is free to engage others to perform Services or provide Goods the same as or similar to Vendor's. Vendor is free to, and is encouraged to, advertise, offer and provide Vendor's Services and/or Goods to others; provided however, that Vendor does not breach this Agreement.

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19. NOTICES.

Except for purchase orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Vendor or to an authorized Savvis representative, and shall be considered given when (a) delivered personally, (b) sent by commercial overnight courier with written verification receipt, or (c) three (3) days after having been sent, postage prepaid, by first class or certified mail.

20 SURVIVAL OF OBLIGATIONS.

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

21. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its principles for resolving conflicts of law. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Agreement.

22. ENTIRE AGREEMENT; MODIFICATION.

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by Savvis, signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Vendor. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

23. ANTI-CORRUPTION

Supplier's obligations under this Agreement includes compliance with the Foreign Corrupt Practices Act ("FCPA"), and all applicable anti-bribery and anti-corruption laws of other nations, including but not limited to the UK Bribery Act (collectively, "Anti-Corruption Laws"). The FCPA prohibits U.S. issuers, such as Savvis and its affiliates, from providing or offering to provide a payment or anything of value to a foreign (non-U.S.) government official, foreign political party, or candidate or other "foreign official" as defined under the FCPA, to influence an act, or decision of the official or of his government, or to secure an improper advantage, in order that Savvis obtain or retain business for itself or another. In performance of this Agreement, Supplier, its employees, contractors and affiliates will not (i) make or arrange any contact with or (ii) make or cause to be made, any payment or offer of anything of value to any foreign (non-U.S.) government official or political party, or candidate without prior written approval. If, in connection with the performance of this Agreement, anyone, including a foreign official or an agent thereof, requests or solicits Supplier to provide a payment or anything of value to influence an act or decision of the official or his/her government, or to secure an improper advantage, in order that Supplier or Savvis obtain or retain business for itself or another, Supplier will refuse to make such payment or provide such thing of value and will immediately report the incident to Savvis. Supplier further represents, warrants and certifies that it, including its personnel, subcontractors and affiliates currently complies with, and shall continue to, comply with all applicable Anti-Corruption Laws and CenturyLink policies in all countries in which it provides services and will not take any actions that would result in a violation of Anti-Corruption Laws by Savvis or an affiliate. Any written approvals, incident reporting and/or questions regarding the obligations of Supplier hereunder shall be directed to IntegrityLine@CenturyLink.com. Supplier shall make its books and records available to Savvis for inspection upon

Savvis' request, so that Savvis can evaluate whether Supplier has devised and maintained a system of internal controls sufficient to provide reasonable assurances that (a) Supplier has complied with the terms of this provision; and (b) Supplier's accounts accurately and fairly reflect, in reasonable detail, Supplier's transactions and

24. POLICY COMPLIANCE

Vendor shall at all times while performing work for Savvis comply with all of Savvis' policies, including but not limited to its privacy policy, security regulations and any other applicable policies or procedures including those in effect at Savvis' premises. Vendor acknowledges and agrees to be bound by the terms of the Savvis Onward Transfer Schedule, Business Associate Schedule, Contractor Datacenter Work Rules, Code of Conduct, and Savvis Contractor Background Check and Drug Testing Requirements, all of which are currently located on Savvis' web page at URL www.savvis.com/purchasing and which are incorporated by reference herein. Savvis reserves the right to add additional policies or documents or to update the policies and documents currently posted on the above referenced web page at its sole discretion.

25. PUBLICITY.

Neither party shall use, in advertising or publicity or in any way related to this Agreement or the subject matter hereof, the name of the other party, its affiliates or any of its directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo or symbol of the other party or its affiliates, except with the express prior written consent of such party.

26. LANGUAGE.

The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English only. *Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais seulement.*

26. DATA PROTECTION

(a) In this paragraph, in addition to the terms defined in Condition 1, the following expressions shall have the following meanings: "Personal Data" means information defined as such in the EU Data Protection Directive (95/46/EC) or information treated as personal data under any other law or regulation applicable to the information. "Applicable Data Protection Law" means the EU Data Protection Directive (95/46/EC) or other applicable law or regulation as they may be amended from time to time.

(b) The parties acknowledge that in providing the Goods and Services, the Vendor may process Personal Data, and/or disclose it to third parties. The Vendor shall have in place adequate technical and organizational security measures so that the confidentiality of this processing complies with Applicable Data Protection Law.

A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but does not affect any right or remedy of a third party which exists or is available apart from the Act. Any affiliate of Savvis shall have the right to enforce the terms of this Contract on behalf of Savvis.

27. SPARES SUPPORT

The Vendor shall keep spare parts for the Goods for a period of ten (10) years from the date of the Order and where the Good or spare parts thereof are to be made obsolete, the Vendor will give Savvis at least twelve (12) months' notice in writing.