



## **IDC PURCHASE ORDER TERMS AND CONDITIONS**

### **1. ACCEPTANCE**

This Purchase Order ("PO"), together with these Terms and Conditions, constitutes the entire agreement between IDC Research, Inc. or its affiliate identified on the PO ("IDC") and the supplier identified on the PO ("Supplier") for the goods, products, software, and/or services described in the PO (collectively, "Deliverables"). In the event of a conflict between the terms on the face of the PO and these Terms and Conditions, the terms on the face of the PO will control. Supplier accepts this PO by acknowledging the PO, commencing performance, or delivering any Deliverables, whichever occurs first. Any terms in Supplier's quotation, invoice, confirmation, website, click-through, or other document that add to, conflict with, or differ from these Terms and Conditions are rejected and will have no effect unless expressly agreed to in a separate writing signed by IDC. If IDC and Supplier have entered into a Master Supplier Services Agreement or other written agreement covering the Deliverables, the terms of that agreement will control to the extent of any conflict with these Terms and Conditions.

### **2. DELIVERY AND ACCEPTANCE OF DELIVERABLES**

Supplier will deliver all Deliverables by the date(s) and to the location(s) specified in the PO. Time is of the essence. Title to and risk of loss for goods pass to IDC upon delivery and acceptance at the designated destination. IDC may inspect and accept or reject Deliverables within fifteen (15) days of delivery. Deliverables that do not conform to the PO specifications may be returned at Supplier's expense, and IDC may, at its option, require replacement, re-performance, or a full refund.

### **3. PRICE AND PAYMENT**

IDC will pay the prices stated in the PO. Prices are firm and include all charges for packing, shipping, and delivery unless the PO states otherwise. Supplier will invoice IDC upon delivery or completion of the Deliverables. Payment terms are as stated on the PO; if none are stated, payment is due ninety (90) days from the date IDC receives a correct and complete invoice. All payments will be made in U.S. dollars unless the PO specifies otherwise. Supplier will invoice IDC for any taxes Supplier is required by law to collect, other than Supplier's income or franchise taxes and any taxes for which IDC has provided a valid exemption certificate.

### **4. WARRANTY**

Supplier represents and warrants that: (a) all Deliverables will conform to the specifications, descriptions, and requirements in the PO; (b) goods will be new, free from defects in materials and workmanship, and merchantable; (c) services will be performed in a professional and workmanlike manner consistent with industry standards; (d) Deliverables will not contain any viruses, malware, or other malicious code; (e) Supplier has all necessary rights, licenses, and authority to provide the Deliverables; and (f) the Deliverables will not infringe or misappropriate any third party's intellectual property rights. These warranties survive inspection, acceptance, and payment.



## **5. INTELLECTUAL PROPERTY**

Unless otherwise agreed in writing, IDC owns all intellectual property rights in: (a) any work product, content, data, reports, or other materials created and/or delivered by Supplier specifically for IDC under this PO ("Work Product"); and (b) any improvements, enhancements, or modifications to the Work Product or Deliverables. "Supplier Materials" means any pre-existing intellectual property, tools, software, methodologies, or materials owned by Supplier prior to the date of this PO that are disclosed to IDC in writing prior to incorporation into any Work Product. Except for Supplier Materials, Supplier assigns to IDC all right, title, and interest in the Work Product. Supplier shall not incorporate any Supplier Materials into any Work Product or Deliverable without IDC's prior written consent. If Supplier incorporates any Supplier Materials into the Work Product with IDC's consent, Supplier hereby grants to IDC a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, fully paid-up license to use, reproduce, modify, create derivative works of, distribute, display, and otherwise exploit such Supplier Materials solely as incorporated in or necessary to use the Work Product.

Any questions, comments, suggestions, or similar input regarding the Deliverables ("Feedback") shall remain IDC's Confidential Information, and IDC retains all intellectual property rights in the Feedback. IDC grants Supplier a limited, non-exclusive, non-transferable, royalty-free license to use the Feedback solely for the purpose of improving the Deliverables provided to IDC under this PO. Supplier shall not use IDC's Feedback for any other purpose, including for the benefit of third parties or to improve products or services provided to other customers.

## **6. CONFIDENTIALITY**

Each party will hold the other party's proprietary and non-public information ("Confidential Information") in confidence, use it only in connection with this PO, and protect it with at least the same degree of care it uses for its own confidential information (but no less than reasonable care). Neither party will disclose the other's Confidential Information to third parties except to personnel and advisors with a need to know who are bound by confidentiality obligations at least as protective as these. Confidential Information excludes information that is publicly available, independently developed, or rightfully received from a third party without restriction. These obligations survive for two (2) years after the PO is completed or terminated.

## **7. INDEMNIFICATION**

Supplier will indemnify, defend, and hold harmless IDC and its affiliates, and their respective officers, directors, and employees, from and against all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) any allegation that the Deliverables infringe or misappropriate a third party's intellectual property rights;
- (b) Supplier's breach of this PO, including any data or security breach;
- (c) Supplier's negligent acts or omissions; or
- (d) any injury to persons or damage to property caused by the Deliverables or Supplier's performance.



## **8. LIMITATION OF LIABILITY**

Neither party will be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including lost profits or business interruptions, regardless of the theory of liability, except for Supplier's indemnification obligations under Section 7.

IDC's total aggregate liability under this PO will not exceed the total amounts paid or payable under the PO giving rise to the claim. Supplier's total aggregate liability under this PO will not exceed the total amounts paid or payable under the PO giving rise to the claim; provided, however, that this limitation will not apply to Supplier's indemnification obligations under Section 7, Supplier's obligations under Section 11 (Data Protection), or liability arising from Supplier's gross negligence or willful misconduct.

## **9. INSURANCE**

Supplier will maintain, at its own expense, adequate insurance coverage, including commercial general liability insurance, to cover its obligations and any claims arising under this PO. Supplier will provide evidence of coverage upon IDC's request.

## **10. COMPLIANCE WITH LAWS**

Supplier will comply with all applicable federal, state, local, and international laws, regulations, and ordinances in performing under this PO, including all applicable anti-corruption, anti-bribery, trade, export control, and sanctions laws. Supplier represents and warrants that neither Supplier nor any of its officers, directors, employees, or agents is a person or entity subject to sanctions imposed by the United States, United Kingdom, European Union, or United Nations, or located in any country subject to comprehensive sanctions. Supplier acknowledges that it has read and agrees to abide by the IDC Supplier Code of Conduct available at [legal.idg.com](http://legal.idg.com).

## **11. DATA PROTECTION**

Supplier will comply with all applicable data protection and privacy laws and regulations in performing under this PO. If Supplier accesses, processes, or stores personal data on behalf of IDC, Supplier will comply with IDC's Supplier Data Processing Addendum available at [legal.idg.com](http://legal.idg.com) ("DPA"), which is incorporated herein by reference. If Supplier shares personal data with IDC in connection with Supplier's own processing activities, Supplier will comply with IDC's Supplier Data Sharing Addendum available at [legal.idg.com](http://legal.idg.com) ("DSA"), which is incorporated herein by reference. Supplier will implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, or disclosure.

Reserved.

Reserved.

Reserved.

## **12. TERMINATION**



IDC may cancel this PO, in whole or in part, at any time upon written notice to Supplier. If IDC cancels for its convenience, IDC will pay Supplier for conforming Deliverables delivered and accepted prior to cancellation.

IDC may terminate this PO immediately upon written notice if Supplier breaches any term and fails to cure within thirty (30) days of receiving written notice of the breach.

No Deliverables provided under this PO will automatically renew. Any renewal of Deliverables requires a new purchase order or written agreement signed by IDC. Any auto-renewal terms in Supplier's terms, order confirmations, invoices, or other documents are void and of no effect.

### **13. GOVERNING LAW AND DISPUTE RESOLUTION**

13.1 **Governing Law and Dispute Resolution.** This PO is governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. Any dispute arising out of or relating to this PO will be resolved by binding arbitration administered by the American Arbitration Association in Boston, Massachusetts, USA under its Commercial Arbitration Rules.

13.2 **Severability.** If any provision of these Terms and Conditions is found to be unenforceable or invalid, it will be reformed only to the extent necessary, and the remaining provisions will remain in full force and effect.

### **14. GENERAL PROVISIONS**

14.1 **Independent Contractor.** Supplier is an independent contractor. Nothing in this PO creates an employment, agency, partnership, or joint venture relationship between the parties.

14.2 **Assignment.** Supplier may not assign or transfer this PO or any rights or obligations under it without IDC's prior written consent. Any attempted assignment without consent is void.

14.3 **Publicity.** Supplier will not use IDC's name, logo, or trademarks, or issue any press release or public statement regarding this PO or its relationship with IDC, without IDC's prior written consent.

14.4 **Force Majeure.** Neither party will be liable for delays or failures in performance caused by events beyond its reasonable control, including natural disasters, war, terrorism, pandemics, or government actions, provided the affected party promptly notifies the other and takes reasonable steps to resume performance. IDC may terminate the PO if a force majeure event continues for more than thirty (30) days.

14.5 **Notices.** All notices required or permitted under this PO must be in writing and will be deemed given when (a) delivered personally, (b) sent by nationally recognized overnight courier, or (c) sent by certified or registered mail, return receipt requested, in each case to the address specified on the PO or to such other address as a party may designate by written notice. A copy of all notices to IDC must also be sent to [legal@idc.com](mailto:legal@idc.com). Notices are effective only upon confirmed receipt.



14.6 **Entire Agreement; Modifications.** This PO, including these Terms and Conditions, constitutes the entire agreement between the parties regarding the Deliverables described herein and supersedes all prior or contemporaneous proposals, negotiations, and communications. Modifications to this PO must be in writing and signed by both parties. Supplier's additional or different terms, whether in a confirmation, invoice, or otherwise, are expressly rejected.