

PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("Agreement") together with the purchase order(s), user manuals, instructions, training materials, system manuals, specifications and all other Vendor materials that describe the Products or Services (collectively, "PO") is between the Virtusa legal entity together with its applicable Affiliates, if any (collectively "Customer") purchasing Products or Services as identified on a relevant PO and the supplier legal entity providing such Products or Services as identified on the relevant PO, ("Vendor"). Customer and the Vendor are individually called as 'Party' and collectively as 'parties'.

1. Definitions. "Affiliate" means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with Virtusa Corporation or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to any such business entity or its business and assets. "Products" means the equipment, materials, and other goods obtained by Customer from Vendor, as identified in PO.. "Services" means the services that are provided by Vendor including, without limitation, provision, training, installation, configuration, and maintenance and support, as identified in PO.

2. Orders. Customer may procure Products and Services from Vendor by issuing a purchase order to Vendor, and Vendor shall provide such Products and Services as set forth in the PO. Vendor shall not commence Services or provide Products without first receiving the relevant purchase order from the Customer. The Customer shall have no obligation to pay for Services or Products that do not have a corresponding purchase order issued by the Customer. Time is of the essence in the performance of this PO. Vendor shall be deemed to have indicated acceptance of PO by commencement of performance hereunder. No changes by Vendor to PO, including adjustment of the price, quantity, or the delivery or installation dates, or any other term, will be effective unless authorized by Customer in writing. Vendor may not make Product or Services substitutions or over shipments without Customer's prior written authorization. Customer may from time to time request reasonable changes in the scope of the PO, including but not limited to, Customer's requirements, quantities, delivery schedules, testing protocol or destination. Vendor shall implement such changes to the PO and the applicable PO will be amended to accommodate such changes.

3. Delivery of Products. Unless otherwise requested or authorized by Customer on or before the delivery date, Vendor shall fulfill the PO in one lot. Vendor shall include in its shipment all user manuals, manufacturer warranties, or other materials, if such materials exist, that the Product manufacturer intended to remain with the Products. Vendor must identify all shipments, shipping papers, invoices, and correspondence with the order number and an itemized Product and Services list. Shipping terms are D.D.P. Destination, unless otherwise specified on an purchase order (INCOTERMS 2010 or its successor). If applicable, Vendor will add only actual and pre-approved freight costs to its invoice to Customer.

4. Returns. Customer may return Products to Vendor within six months from date of receipt of the Products and receive a full refund. ,Customer shall notify Vendor of its intent to return Products and within 48 hours of such Customer 's notification, Vendor will assign and provide to Customer, a Return Materials Authorization ("RMA") number. If the return is due to Customer's error, the shipping terms for the returned Products are D.A.P. Destination (INCOTERMS 2010 or its successor). The shipping terms for all other Product returns are E.X.W. Origination (INCOTERMS 2010 or its successor).

5. Compliance with Customer's Procedures; Insurance. If the Services are performed at Customer's location, Vendor's personnel will observe and comply with Customer's instructions, procedures, rules, regulations, and policies (as updated from time to time), including without limitation any security or safety related policy, and Vendor will use its best efforts to minimize any disruption to Customer's normal business operations at all times. Vendor shall comply with all policies of Customer, as it may change from time to time. Virtusa's Ethical Code is incorporated into this PO by this reference and is posted at: <http://team/myvirtusa/corporate/Pages/PublicCompanyCompliance.aspx>. Vendor shall maintain, at its sole cost and expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO.

6. Environmental, Health and Safety Laws. Vendor shall comply with all applicable environmental, health and safety laws. For all potentially hazardous Products and/or Services, the Vendor shall notify Customer's legal department prior to provision of the Products/Services, and Customer shall at a minimum provide the information necessary to comply with the environmental, health and safety laws applicable in the jurisdiction for which the Product or Service is intended.

7. Pricing. Prices shall be as specified in the related PO. Vendor shall promptly inform Customer of all quantity and other discounts, price reductions, and promotions available from Vendor for which Customer is or may become eligible. Unless otherwise specifically permitted in this PO, there is no additional charge to Customer for Vendor to perform its obligations or for Customer to exercise its rights under this PO.

8. Invoicing; Payment; Taxes. Vendor shall invoice Customer immediately following its shipment of the Products or its performance of the Services and shall deliver the invoice to the Customer's Finance team by courier to the Customer's address provided in the relevant PO and by email to the relevant email address in accordance with Schedule 1. Customer's payment terms on undisputed invoices are 30 days (unless otherwise mutually agreed between the parties in writing), from the date of receipt of undisputed invoice by the Customer's Finance team. In the event Vendor does not raise invoices and deliver the same to Customer's Finance team for more than 21 days from shipment of the Products or its performance of the Services, then Customer is not bound to make payment on such invoices. Notwithstanding the foregoing, all claims for money due or to become due to Vendor from Customer shall be subject to deduction by the Customer for any setoff or counterclaim arising out of the PO. Customer is entitled to make payments to Vendor via any Customer-designated procurement card, company Cheque, or Electronic Funds Transfer ("EFT"). Prices do not include any goods and service, value-added, sales, use, service or other similar taxes under applicable law. If such taxes are applicable, Vendor will separately state them on the invoice. Customer has no obligation to pay any taxes or fees that are based on Vendor's net income.

9. Warranties. Vendor represents, warrants and undertakes to Customer that: (a) it is an entity validly existing under applicable laws; (b) it has all necessary right, title, license and authority to enter into the PO and to perform all its obligations hereunder; (c) Vendor's performance of all its obligations hereunder does not violate any applicable law, statute, regulation or ordinance; (d) no third party intellectual property rights are violated by Vendor performance of its obligations or by Customer's use of the Products and Services; (e) the Products and Services are free of all liens and encumbrances and there are no actual or threatened claims pending that could have a material adverse effect on Vendor's ability to perform its obligations hereunder or on Customer's enjoyment of the rights granted hereunder; (f) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (g) the Products and Services are free of material defects and will operate to Customer's satisfaction in accordance with the PO; (h) the Products and Services are suitable for the intended purpose, if the purpose is made known to Vendor and Customer relies on Vendor's

judgment and selection; (i) the Product is new and not used, remanufactured, or reconditioned; and (j) it will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, without limitation to Customer's other rights and remedies, Vendor at its own expense, will promptly repair or replace the Product with new conforming product or re-perform the Services, as applicable; provided however, that Customer may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or re-performance.

10. Indemnification. Vendor, at its own expense, shall defend, indemnify, and hold Customer and its representatives, officers, directors harmless from all claims, actions, demands, or proceedings made against an indemnified party ("Claims") or any liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable legal fees and attorneys' fees) ("Losses") insofar as such Claims or Losses are related to a breach by Vendor of any representation, warranty, covenant or agreement made by it hereunder or any injury or damage caused by Vendor or the Products to persons or property, or any willful misconduct or negligent acts by Vendor, or any breach of applicable law by the Vendor during the performance of its obligations hereunder.

11. Confidential Information. All information (including but not limited to materials, systems, software, hardware, tooling and equipment) and information acquired directly or indirectly (including but not limited to oral, written, visual, graphical, and electronic information), by Vendor from Customer, or analyses, compilations, studies or other documents prepared by Vendor or its representatives which contain or otherwise reflect such information provided by Customer and all information that is provided by Customer pursuant to the PO which is intended to be confidential (collectively, "Confidential Information"), shall be held in confidence and shall remain the exclusive property of Customer, and shall be used and disclosed by Vendor only to the extent necessary for its performance of this PO. This Section 11 shall not apply to Confidential Information that the Vendor can demonstrate (a) is or becomes generally available to the public other than as a result of disclosure by the Vendor or anyone to whom it transmits the Sensitive Information; (b) was known to it or in its possession on a non-confidential basis prior to the date of disclosure to the Vendor; or (c) is independently developed by the Vendor without use of, or reference to, the Confidential Information.

12. Rights Assignment. Vendor hereby assigns to Customer and its successors and assigns, without further consideration and with full title guarantee, the entire worldwide right, title, and interest to all work product related to the Services (including, without limitation, all intellectual property rights in such work product whether existing now or in the future; whether or not registered and all applications and renewals for the same) and waives or shall procure the waiver of all moral rights in relation to such work product.

13. No Publicity. Vendor shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or service marks of Customer, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of Customer, which consent may be withheld.

14. Independent Contractor. Vendor is a nonexclusive independent contractor to Customer. The employees, personnel or agents of Vendor are not employees of Customer and are not eligible to participate in any benefits or privileges given or extended by Customer, or by operation of law, to Customer's employees. Vendor has no authority to assume or create any obligation, express or implied, on behalf of Customer.

15. Termination. Customer may terminate the performance of work under the PO in whole or in part at any time and for any reason, by written notice to Vendor. Upon receipt of such notice, Vendor will, unless otherwise directed, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this PO and will promptly cancel all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to this PO. Customer shall have any liability to Vendor beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Customer prior to Vendor's receipt of the notice of termination and for work in process required for delivery to Customer. In the event of early termination, Vendor shall refund any prepaid/advance fees to Customer. Notwithstanding any other provision of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

16. Assignment. Vendor shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of Customer, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Customer is void. For permitted subcontracts, assignments, or other transfer of the rights or obligations by Vendor, Vendor remains jointly and severally liable for the actions or omissions of the assignee. Customer shall be entitled to subcontract, assign or otherwise transfer any of its rights or obligations under this PO to any third party. This PO is binding upon the parties' respective successors and permitted assigns.

17. Compliance with Laws. The parties shall comply with all applicable laws and regulations of a country, while in that country, as the laws and regulations may change from time to time.

18. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce strictly any PO provision is to be construed as a waiver of a provision.

19. Remedies; Attorney Fees and Costs. Customer's rights and remedies in this PO are in addition to any other rights and remedies provided in law or equity. In any action brought under this PO, Customer is entitled to receive all costs, expenses and reasonable legal fees including but not limited to attorney's fees.

20. Governing Law. The parties submit to the irrevocable jurisdiction of the local courts of law of the country/location where Customer is receiving Services or Products (as stated on the purchase order). The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. Severability. If any PO provision is held invalid or unenforceable, such provision will be deemed deleted from this PO and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. This PO's remaining provisions will stay in effect.

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or any other document which conflict with or are in addition to the terms of this PO are deemed void ab initio and are replaced/superseded by this PO (unless mutually agreed in writing between the parties). In the event of a conflict, the parties may resolve such conflict by mutual discussion in good faith. If Vendor and Customer have a signed agreement for Products and Services, such agreement supersedes the PO to the extent of any conflict between such agreement and this PO.

23. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire agreement between the parties and supersedes all previous agreements, written or oral, between the parties with respect to the PO subject matter and cannot be modified except in a writing signed by the parties. Nothing in this Section 23 shall exclude or limit either party's liability for fraud or deceit.

24. Rights of Third Parties. Any Affiliate of Virtusa may enforce the terms of this PO against the Vendor subject to the limitations and exclusions of liability contained in this Agreement and provided that the parties to the PO may not cancel or vary the terms and conditions of this PO without the consent of such Affiliates. No other third party will be entitled to enforce any of the terms of this PO.

25. Anti-Bribery/FCPA: Acceptance of this PO certifies that the Vendor understands and will comply with Customer's zero-tolerance policy for bribery or corruption and that Vendor acknowledges that it has an obligation to abide by all anti-bribery laws, and that it has received, read and will comply with the Customer Partner Code of Conduct and Anti-Bribery Policy.

26. NON-SOLICIT: Vendor shall not solicit for employment, the employees, sub-contractors or personnel of Customer who are engaged under this PO.

This is an integral part of the Purchase Order. Once the services are provided / rendered it is implied that the terms set above are agreed in full.

For any queries pertaining to Invoices, please communicate to the respective region emails given below :

Region	Supplier (Exclusive OSP)	OSP
India/APAC	vendorsindia@virtusa.com	virtusacontractorIn@virtusa.com
Europe	AccountsPayable-UK@virtusa.com	VirtusaContractorAPEur@virtusa.com
US	AP-Finance@virtusa.com	VirtusaContractorAP@virtusa.com