

## **I. Virtusa Assets:**

Virtusa or Virtusa client property, items, materials or assets (collectively "Asset") may be provided to the Service Provider resources for usage in regard to the services or products being provided under this SOW. The Service Provider shall be fully responsible for the proper usage and immediate safe return of the Asset back to Virtusa in the same condition as issued, upon termination/expiration of the SOW or as required by Virtusa or Virtusa client from time to time. The Service Provider shall be fully liable for, defend, hold harmless and indemnify Virtusa, its subsidiaries, affiliates or clients thereof and their respective officers, directors, agents, personnel and employees against any and all damage, costs, expenses, loss, claims, liability arising from or related to any use, transfer, storage, handling, mis-placement, mis-handling, mis-use, damage or non-return of Asset. It is further agreed by the Service Provider that any payment to the Service Provider under the SOW is subject to the safe recovery, return and reconciliation of Asset. In addition to any remedies available to Virtusa or Virtusa client under law, equity, contract, purchase order, SOW or Agreement, any damages, costs, expenses, loss, claims or liability arising due to the loss, use, transfer, storage, handling, mis-placement, mis-handling, mis-use, damage or non-return of Asset shall, in Virtusa's sole discretion, be deducted, adjusted and set-off by Virtusa against any payment due to the Service Provider from Virtusa with no further notice or liability thereof. Virtusa shall also be entitled to withhold any and all payments to the Service Provider until Virtusa, in its sole discretion, determines that all Assets supplied to the Consultant under the SOW have been returned back to Virtusa in the same good working condition as originally issued by Virtusa