

Accenture LLP Purchase Order Terms and Conditions

1. The Vendor-furnished products (including, without limitation, software, hardware, equipment and any parts, components and accessories) (“Products”) and/or services (“Services”) specified on the face of this Purchase Order are purchased by Accenture LLP (“Accenture”) in conjunction with Accenture’s internal business purposes and in the provision of services to its clients. If this Purchase Order is issued by Accenture as a blanket order, Accenture shall be obligated to purchase only those quantities of Products or Services that it specifically requests under separate subsequent release orders issued by Accenture to Vendor. If a separate written agreement signed by both Accenture and Vendor exists with respect to the Products and/or Services covered by this Purchase Order, the terms of such written agreement shall prevail over any inconsistent terms contained in these Purchase Order Terms and Conditions (“Terms and Conditions”). Vendor acknowledges and agrees that this Purchase Order is a non-exclusive agreement, and Accenture reserves the right to obtain the same or similar Products or Services through Accenture’s own personnel or through other third parties.
2. Entire Agreement; Exclusive Terms. This Purchase Order sets forth the entire understanding between Accenture and the vendor listed on this Purchase Order (“Vendor”) and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof except that if a separate written agreement signed by both Accenture and Vendor exists with respect to the Products and/or Services covered by this Purchase Order, the terms of such written agreement shall prevail over any inconsistent terms contained in these Terms and Conditions. Vendor’s acceptance of this Purchase Order is solely limited to the terms and conditions contained in this Purchase Order. Terms and conditions different from or in addition to those set forth in this Purchase Order, including, without limitation, any terms and conditions contained in Vendor’s acknowledgment form, quote, invoice or other communication (collectively, “Vendor Communications”), shall not be binding on Accenture unless specifically consented to in writing by Accenture’s authorized purchasing agent. Accenture hereby objects to and rejects any and all terms and conditions not so accepted. Accenture’s failure to object to terms contained in any Vendor Communications will not be a waiver of the terms set forth herein. Vendor shall not condition any delivery or commencement of performance upon the abrogation or modification of any of the terms and conditions included in this Purchase Order. All pricing in this Purchase Order includes all charges and costs to be borne by Accenture. ANY MODIFICATIONS, ADDITIONS, DELETIONS OR OTHER ALTERATIONS TO THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER, WITHOUT THE WRITTEN CONSENT OF A REPRESENTATIVE OF ACCENTURE’S PURCHASING OR ORDER MANAGEMENT ORGANIZATION SHALL BE NULL AND VOID.
3. Acceptance. This Purchase Order will be deemed accepted by Vendor if Vendor does not reject it within 3 days of receipt, in writing and with specificity.
4. Rights in Software Products. Vendor grants to Accenture an irrevocable, non-exclusive, worldwide, perpetual and fully paid-up right and license to install and use copies of the Software for the business purposes of Accenture and in the provision of services to Accenture’s clients. “Software” shall mean any software or documentation identified in or associated with the Products or Services described herein or in any attachment made part of this Purchase Order. The License is unrestricted in: the models or capacity of processors using the Software; and the names of individuals who may use the Software. Accenture shall be entitled to host and/or support data of its clients using the Software (and any associated Products or Services, as applicable) in the US. Accenture shall be entitled to use the Software (and any associated Products or Services, as applicable) on its own behalf or on behalf of clients (i) on its own premises and equipment, (ii) on client premises and equipment or (iii) in a third party owned data center for the sole purpose of operating the Software in accordance with these Terms and Conditions.
5. Invoicing and Payment. Vendor may invoice for Products only upon shipment and Services only upon completion unless otherwise agreed. Payment is due net 60 days after Accenture’s receipt of an undisputed invoice, along with any documentation requested by Accenture.
6. Delivery and Cancellation. Vendor will deliver the Products or provide Services on the applicable date set forth in this Purchase Order, or, if no date is specified, within 10 days of the date of this Purchase Order. Time is of the essence under this Purchase Order. Vendor will notify Accenture promptly of potential shortages or delays of more than 5 business days, at which time Accenture reserves the right to cancel such Products or Services without penalty. If Vendor fails to make complete delivery as provided herein, Accenture reserves the right to cancel this Purchase Order, in whole or in part, and to charge Vendor for any additional costs or expenses incurred in the replacement of such Products or Services. Accenture may issue an alteration to this



Purchase Order at any time (to the extent delivery or performance has not occurred), in whole or in part, effective upon Vendor's receipt of written notice from Accenture, without penalty or charge. If any alterations materially affect the cost of furnishing the Products or Services, the price of the Products or Services, or the delivery schedule of the Products or Services, an equitable adjustment mutually agreeable to the parties shall be made by Accenture. Vendor shall present claims for adjustment in writing within five (5) business days (or such other time period as may be agreed upon by the parties in writing) of receiving Accenture's change notice or any such claim by Vendor for such adjustment shall be deemed waived. Price increases or extensions of time for delivery shall not be binding on Accenture unless evidenced by an authorized change order to the Purchase Order approved by Accenture's authorized purchasing agent. Further, Accenture may terminate for convenience this Purchase Order at any time, in whole or in part, by written, electronic, or telegraphic notice. In such event, such termination shall apply to Products not yet delivered and/or Services not performed prior to the date of Vendor's receipt of such notice of termination.

7. Quantity. Vendor may supply only the quantity stated on the face hereof, notwithstanding any trade custom to the contrary. Any excess shall be returnable at Vendor's expense but Accenture shall not be required to return such excess nor shall Accenture be liable for the care of any excess or for its value or for any damage resulting to such excess. Accenture's count shall be accepted as correct as to the quantity received.

8. Title and Risk of Loss. Unless otherwise specified on the face of this Purchase Order, all Products shall be shipped F.O.B destination to Accenture's designated location or locations, with all customs, duties, taxes, freight, insurance and other costs and expenses relating to the transportation and delivery of the Products being paid by Vendor. Title to Products will pass to Accenture upon delivery. All risk of loss of, or damage to, the Products will be borne by Vendor until receipt of delivery of such Products. Vendor agrees to provide replacement of items lost or damaged in transit, at no additional charge, within 3 business days of receipt of notice from Accenture.

9. Taxes. Applicable taxes will be billed as a separate item or line item. Accenture shall pay sales, use, and all other similar taxes imposed by any federal, state, or local governmental entity for items and/or services provided under these Terms and Conditions, excluding taxes based on Vendor's income or property. Accenture shall pay such tax(es) in addition to the sums due under these Terms and Conditions provided that Vendor itemizes them on a proper invoice. Any taxes paid on behalf of Accenture by Vendor shall be uniquely identified on the applicable invoice and Vendor shall provide Accenture with proof of payment if previously paid by Vendor upon request. Vendor shall indemnify and hold Accenture harmless from any interest or penalties imposed on Accenture because of Vendor's improper payment of any taxes on Vendor's behalf. The parties shall cooperate in good faith to minimize taxes to the extent legally permissible.

10. Warranties. Vendor warrants that it has good title to the Products and Services, free from any lien or encumbrance, unless otherwise specified, and that the Products and Services shall be free from defects in material and workmanship, and shall conform to the requirements of this Purchase Order, including any drawings or specifications herein incorporated and any samples furnished by Accenture or Vendor. Vendor further warrants that it has all necessary right, title and interest to enter into this Purchase Order, perform its obligations, and grant the rights and licenses herein. Notwithstanding any prior inspections or payments hereunder, all Products and Services shall be subject to final inspection and acceptance at Accenture's designated location within a reasonable time after delivery or performance. Vendor warrants to Accenture that if any Product or Service fails to meet Vendor's specifications and usage capabilities or is otherwise defective or non-conforming, then Vendor will, at its own cost and expense and within 30 days of its receipt of written notification of such failure, either correct such deficiency or provide Accenture with an acceptable plan for correcting such deficiency. In the case of Products, Vendor's obligation hereunder applies only to the extent the deficiency pre-existed in the then current, unaltered release of the Product. If the deficiency is not corrected within the aforementioned 30-day period, or if an acceptable plan for correcting such deficiency is not established during such period, Accenture may request a refund or replacement of such Product or refund or reperformance of such Service. With regard to Products that are Software or contain Software, Vendor warrants the Software at the time of delivery contains no malicious or disabling code that may damage, destroy or destructively alter software, hardware, systems or data, including viruses, Trojan horses, worms, time bombs, backdoors, or mechanisms designed to permit Vendor or any other party to shut down or interfere with the operation of the Software. EXCEPT FOR THE WARRANTIES SET FORTH OR REFERENCED IN THIS PURCHASE ORDER, VENDOR MAKES NO ADDITIONAL WARRANTIES TO ACCENTURE WITH RESPECT TO THE PRODUCTS OR SERVICES, WHETHER EXPRESS OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

11. Insurance. Vendor shall maintain in effect throughout the time required for Vendor to perform its obligations pursuant to this Purchase Order and for a period of five years thereafter, the following types of insurance at the following minimum amounts: (a) General Liability and Products Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and including the following: products and completed operations coverage; coverage for products sold and claims and lawsuits brought anywhere in the world. Such policy shall respond as primary and non-contributory to any other insurance. (b) Workers Compensation in compliance with local law where the Services will be performed and Employers Liability insurance with a minimum limit of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 per disease each employee. (c) Automobile Liability covering Supplier's owned, non-owned, and hired automobiles with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage liability. (d) Umbrella/Excess liability insurance with providing additional limits of not less than \$5,000,000 per occurrence and in the aggregate above the General Liability and Products Liability insurance, Employers Liability insurance and Automobile Liability insurance. (e) If Seller is providing Services it must also maintain and evidence Professional Indemnity insurance (errors and omissions) with limits of at least \$5,000,000 per claim and in the aggregate. Vendor's insurance carrier must have an A.M. Best rating of A-VII or above. Vendor shall name Accenture and its officers, directors, employees, agents, affiliates and subsidiaries as additional insureds under the required General Liability and Products Liability insurance and the Automobile Liability insurance. Vendor shall furnish certificates of insurance before providing products or services, annually at policy renewal and upon Vendor's request. Such certificates shall include the required additional insured wording and state that Vendor's policies shall apply on a primary basis. If any of the foregoing insurance policies are cancelled or changed by Vendor or its insurer so as to affect the coverage required by these Terms and Conditions, Vendor shall notify Accenture in writing no less than thirty (30) days prior to such cancellation or change. Vendor shall cause its authorized subcontractors or assignees to maintain the same or substantially similar insurance coverage.

12. Indemnification. Vendor will defend, indemnify, and hold Accenture, its Affiliates and their respective officers, directors, employees, contractors, and agents harmless from and against any claims, actions, proceedings, demands, loss, liability, costs, damages or expenses (including but not limited to reasonable attorney's fees) incurred (a) based on the performance or use of Products or Services; (b) based on personal injury, death, or property damage caused by Products, Services or Vendor's directors, officers, contractors, employees or agents; (c) based on any breach or default by Vendor in the performance of Vendor's obligations or Vendor's breach of its warranties hereunder; (d) to the extent that the Products or Services constitute an infringement of a copyright, trade secret, patent or other third party intellectual property right; or (e) based on any act or omission constituting negligence or willful misconduct or breach of fiduciary duty by any officer, director, agent, contractor, or employee of Vendor in connection with Vendor's performance under this purchase Order. "Affiliate" shall mean any entity, whether incorporated or not, that is controlled by or under common control with Accenture plc, a public limited company incorporated in Ireland and its successors, and "control" (or variants of it) shall mean the ability whether directly or indirectly to direct the affairs of another by means of ownership, contract or otherwise.

13. Limitation of Liability. The limit of Accenture's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to Vendor or to any third party concerning performance or nonperformance by Accenture, or in any manner related to this Purchase Order, for any and all claims, regardless of the form of action, will not in the aggregate exceed the purchase price paid for the Products or Services involved in the transaction giving rise to the cause of action. In no event shall Accenture be liable for any amounts representing loss of business or savings, or indirect, consequential, or punitive damages even if advised of their possible existence.

14. Use of Names and Marks. All trademarks and trade names of each party are and will remain the exclusive property of such party. Neither party will acquire any right to the trademarks or trade name of the other party. Accenture will have the limited right to use Vendor's trade name and trademarks in connection with the activities described in this Purchase Order. Vendor may not: (i) publicize this Purchase Order or its subject matter, (ii) state that any Product or Service has been approved or endorsed by Accenture or its Affiliates; or (iii) use the name, trade name, trademark or symbol of Accenture or its Affiliates on any list of Vendor's customers, or in connection with any advertising or promotional materials or activities, or in other written, electronic, magnetic or laser media communications with or materials or products provided to third parties.

15. Confidential Information. Vendor shall not disclose to any other person nor copy or duplicate information relating to this Purchase Order, including but not limited to information relating to pricing, and technical



specifications furnished by Accenture, either orally or in writing, except as required by law or by governmental regulations, requirement, or order, or as may be necessary to establish or assert its rights hereunder. Vendor further agrees to take such steps necessary to ensure that no unauthorized person shall have access to such information. Any information or other property furnished to Vendor by Accenture shall be returned to Accenture upon demand. Nothing in this Purchase Order prohibits or limits a party's use of information (including but not limited to ideas, concepts, know-how, techniques, and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of this Purchase Order.

16. Force Majeure. Neither party is liable for any delay or failure to perform its obligations hereunder due to any cause beyond its reasonable control, provided that each party will take commercially reasonable steps to minimize any delays or failures.

17. Non-Waiver. A waiver of any term or condition of this Purchase Order by either party does not constitute a subsequent waiver of such term or condition or any other.

18. Severability. If any provision of this Purchase Order is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Purchase Order will continue in full force and effect.

19. Independent Contractors. In connection with this Purchase Order, Vendor is an independent contractor in relation to Accenture. This Purchase Order creates no agency relationship between Vendor and Accenture.

20. Assignment. This Purchase Order and Vendor's rights or duties arising hereunder may not be assigned, nor may the work contemplated be subcontracted, without Accenture's prior written consent.

21. Compliance with Laws. Vendor warrants that it is in compliance with all applicable federal, state and local laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the Products, and provision of the Services. Company and its employees shall comply at all times with all applicable laws and regulations of any jurisdiction in which Company acts, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA") and all other antibribery laws.

22. Code of Business Ethics. Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers must act in a manner consistent with the ethical and professional standards of Accenture set forth in the Accenture Code of Business Ethics. This includes acting in a manner consistent with Accenture's position as a signatory of the United Nations Global Compact (UNGC), respecting the Ten Principles of the UNGC. The standards of the Accenture Code of Business Ethics also include promptly reporting unlawful, fraudulent or unethical conduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting such conduct.

A copy of the Accenture Code of Business Ethics can be found at the following address:

http://www.accenture.com/Global/About_Accenture/Corporate_Governance/CodeProgram.htm

The Ten Principles of the UNGC can be found at the following address:

<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

23. Governing Law. This Purchase Order is governed by and interpreted in accordance with the laws of the State of Illinois as applied to agreements negotiated, entered into, and performed entirely within Illinois between Illinois residents, without regard to principles of conflict or choice of law. The U.S. federal and state courts of the State of Illinois located in Cook County shall have sole and exclusive jurisdiction and venue to adjudicate over any actions related to the subject matter of this Purchase Order.

24. Survivability. The provisions of this Purchase Order, which by their nature survive termination or expiration, including but not limited to provisions 1-5, and 7-23 shall survive termination or expiration of this Purchase Order.